January 1, 2020

Your Anthem Blue Cross HMO Plan

Combined Evidence of Coverage and Disclosure Form

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This booklet, called the "Combined Evidence of Coverage and Disclosure Form", gives you important information about your health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage. If you have special health care needs, you should read those sections of the Evidence of Coverage that apply to those needs. You can get a copy of the health plan contract from the *group*.

Many words used in this booklet are explained in the "Important Words to Know" section. When reading through this booklet, check that section to be sure that you understand what these words mean. Each time these words are used they are *italicized*.

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Welcome to Anthem Blue Cross HMO

Thank you for choosing our health plan.

Anthem Blue Cross HMO is here to serve you. This booklet tells you all about your health care plan and its benefits.

- It tells you about what kinds of care this *plan* covers and doesn't cover.
- It tells you what you have to do, or what has to happen so you can get benefits.
- It tells you what kinds of *doctors* and other *health care providers* you can go to for care.
- It tells you about options you may have if your coverage ends.

Take some time to read it now.

- Keep this booklet handy for any questions you may have later on.

We're here to help you!!

We want to give you the help you need. If you have any questions,

- Please call us at the 800 number on your Member ID card for Anthem Blue Cross HMO Member Services.
- Or write us at:

Anthem Blue Cross

Attn.: Anthem Blue Cross HMO

P.O. Box 4089

Woodland Hills, CA. 91365

website: www.anthem.com/ca

We can help you get the health care you need.

Getting Started

YOUR EMPLOYER HAS AGREED TO BE SUBJECT TO THE TERMS AND CONDITIONS OF ANTHEM'S PROVIDER AGREEMENTS WHICH MAY INCLUDE PRECERTIFICATION AND MEDICAL MANAGEMENT REQUIREMENTS, TIMELY FILING LIMITS AND OTHER REQUIREMENTS TO ADMINISTER THE BENEFITS UNDER THIS PLAN.

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.

Choosing Your Primary Care Doctor

When you enroll you should choose a *primary care doctor*. Your *primary care doctor* will be the first *doctor* you see for all your health care needs. If you need special kinds of care, this *doctor* will refer you to other kinds of *health care providers*.

Your *primary care doctor* will be part of an Anthem Blue Cross HMO contracting *medical group*. There are two types of Anthem Blue Cross HMO *medical groups*.

- A *primary medical group (PMG)* is a group practice staffed by a team of *doctors*, nurses, and other *health care providers*.
- An *independent practice association (IPA)* is a group of *doctors* in private offices who usually have ties to the same *hospital*.

You and your family members can enroll in whatever *medical group* is best for you, that is accepting new patients.

- You must live or work within fifteen (15) miles or thirty minutes (30) of the *medical group.*
- You and your family members do not have to enroll in the same *medical group*.
- For a child, you may choose a *primary care doctor* who is a pediatrician.

We publish a directory of *Anthem Blue Cross HMO providers*. You can get a directory from your plan administrator (usually your employer) or from us. The directory lists all *medical groups, IPAs*, and the *primary care doctors* and *hospitals* that are affiliated with each *medical group* or *IPA*. You may call our *Member Services number* on your Member ID card or you may write to us and ask us to send you a directory. You may also search for an *Anthem Blue Cross HMO provider* using the "Provider Finder" function on our website at **www.anthem.com/ca**. The listings include the credentials of our *primary care doctors* such as specialty designations and board certification.

Please note, your *primary care doctor,* or *medical group,* must provide or coordinate all of your care, except for out-of-area *urgent care* or *emergency services*.

If You Need Help Choosing

We can help you choose a *doctor* who will meet your needs. We can also answer questions about a *health care provider's* license or training.

- Call our *Member Services number* on your Member ID card.
- Talk to the *Anthem Blue Cross HMO coordinator* at your *medical group*. Your *Anthem Blue Cross HMO coordinator* can also help you:
  - Understand the services and benefits you can get through Anthem Blue Cross HMO.
  - Get answers to any questions you may have about your *medical group*.

Changing Your Medical Group or Primary Care Doctor

You may find out later on that you need to change your *medical group*. You may move or you may have some other reason. Here's what you can do:

- Call our *Member Services number* on your Member ID card. We will need to know why you want to change your *medical group*.

We will approve your request for a change if the *primary care doctor* within the new *medical group* you've picked is accepting new patients or is accepting new patients who are in the Course of Treatment. As when you first enroll, you must live or work within fifteen (15) miles or thirty minutes (30) of the new *medical group.*

We will ask you to explain any treatment you are currently receiving.

Anthem also allows you to change to a different *medical group* if you live or work within the fifteen (15) miles or thirty (30) minutes of the new *medical group*, and you are not undergoing a course of treatment. Specifically, for purposes of this subsection, "course of treatment" is defined as follows:

- When you are inpatient in an acute care facility; inpatient at a *skilled nursing facility* at a skilled level of care; receiving other acute institutional care;
- When you are currently undergoing radiation or chemotherapy; or
- When you are pregnant and the pregnancy has reached the third trimester, defined as reaching the 27th week of pregnancy;
- When you are in the preparation and work up for a transplant;
- When you have been approved for an experimental or investigational procedure through your current participating *medical group*.

If you let us know you want to change your *medical group* and the new *primary care doctor* you choose accepts you by the fifteenth (15th) of the month, the change will take place on the first (1st) day

of the next month. If you let us know you want to change your *medical group* and the new *primary care doctor* you choose accepts you after the fifteenth (15th) of the month, the change will take place on the first (1st) day of the month following the next month.

If you change your *medical group*, any referrals given to you by your previous *medical group* will not be accepted by your new *medical group*. If you still require a referral for care, you will need to request a referral from your new *primary care doctor* within your new *medical group*. This means your referral may require evaluation by your new *medical group* or us.

Please note that we or your new *medical group* may refer you to a different provider than the one approved by your prior *medical group*.

If you are changing *medical groups*, you may help the change go more smoothly by notifying your HMO Coordinator, if you currently have one assigned.

Anthem must approve your request to transfer and you must be assigned to the new *medical group* or *primary care doctor* before you obtain medical care from the new *medical group* or *primary care doctor*. If you obtain medical care from a different *medical group* or *primary care doctor* than you are assigned to, those services may be considered services provided by a non-*Anthem Blue Cross HMO provider*. If they are provided by a non-*Anthem Blue Cross HMO provider*, those services will not be covered and you will be responsible for the billed charges for those services.

When you move your residence or your place of employment more than thirty (30) minutes travel time or fifteen (15) miles from *primary care doctor*s available in your current *medical group*, you must notify Anthem in writing and request a transfer to another *medical group* that is located within thirty (30) minutes travel time or fifteen (15) miles of your new residence or place of employment. Anthem must be notified within thirty-one (31) days of your move in order to ensure timely access to services near you.

If you move outside of the Anthem Blue Cross HMO licensed service area, but you continue to reside in the state of California, contact Anthem to enroll in a different type of health care plan.

The actual effective date of the transfer will be the first day of the next month if your course of treatment ends prior to the 15th of the month. If your course of treatment ends after the 15th of the month, the effective date of the transfer will be the first day of the month following the next month.

Reproductive Health Care Services

Some *hospitals* and other providers do not provide one or more of the following services that may be covered under your *plan* contract and that you or your family member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective *doctor*, *medical group*, *independent practice association*, or clinic, or call us at the *Member Services number* listed on your Member ID card to ensure that you can obtain the health care services that you need.

When You Need Care

When You Need Routine Care

- **Call your *primary care doctor's* office.**
- **Make an appointment.**

  When you call:

  - Tell them you are an Anthem Blue Cross HMO *member*.
  - Have your Member ID card handy. They may ask you for:
    - Your group number
    - Member I.D. number
    - Office visit *copay*
  - Tell them the reason for your visit.
- **When you go for your appointment, bring your Member ID card.**
- **Please call your *doctor's office* if you cannot come for your appointment, or if you will be late.**
- **If you need care after normal office hours, call your *primary care doctor's* office for instructions.**

When You Need a Referral

Your *doctor* may refer you to another *doctor* or *health care provider* if you need special care. Your *primary care doctor* must OK all the care you get except for *emergency services.*

Your *doctor's medical group,* or your *primary care doctor* if they are not part of a *medical group*, has to agree that the service or care you will be getting from the other *health care provider* is *medically necessary***.** Otherwise it won't be covered.

- You will need to make the appointment at the other *doctor's* or *health care provider's office*.

- Your *primary care doctor* will give you a referral form to take with you to your appointment. This form gives you the OK to get this care. If you don't get this form, ask for it or talk to your *Anthem Blue Cross HMO coordinator*.

- You may have to pay a *copay*. If your *primary care doctor* refers you to a non-*Anthem Blue Cross HMO provider*, and you have to pay a *copay*, any fixed dollar *copay* will be the same as if you had the same service provided by an *Anthem Blue Cross HMO provider*. But, if your *copay* is other than a fixed dollar *copay*, while your benefits levels will not change, your out-of-pocket cost may be greater if the services are provided by a non-*Anthem Blue Cross HMO provider*. You shouldn't get a bill, unless it is for a *copay*, for this service. If you do, send it to your *Anthem Blue Cross HMO coordinator* right away. The *medical group*, or *primary care doctor* if they are not part of a *medical group*, will see that the bill is paid.

Standing Referrals. If you have a condition or disease that requires continuing care from a specialist or is life-threatening, degenerative, or disabling (including HIV or AIDS), your *primary care doctor* may give you a *standing referral* to a *specialist* or *specialty care center*. The referral will be made if your *primary care doctor*, in consultation with you, and a *specialist* or *specialty care center*, if any, determine that continuing specialized care is *medically necessary* for your condition or disease.

If it is determined that you need a *standing referral* for your condition or disease, a treatment plan will be set up for you. The treatment plan:

- Will describe the specialized care you will receive;

- May limit the number of visits to the *specialist*; or

- May limit the period of time that visits may be made to the *specialist*.

If a *standing referral* is authorized, your *primary care doctor* will determine which *specialist* or *specialty care* center to send you to in the following order:

- First, an Anthem Blue Cross HMO contracting *specialist* or *specialty care center* which is associated with your *medical group*;
- Second, any Anthem Blue Cross HMO contracting *specialist* or *specialty care center*; and
- Last, any *specialist* or *specialty care center*;

that has the expertise to provide the care you need for your condition or disease.

After the referral is made, the *specialist* or *specialty care center* will be authorized to provide you health care services that are within the *specialist's* area of expertise and training in the same manner as your *primary care doctor*, subject to the terms of the treatment plan.

Remember: We only pay for the number of visits and the type of special care that your *primary care doctor* OK's. Call your *doctor* if you need more care. **If your care isn't approved ahead of time, you will have to pay for it (except for *emergency services.)***

If you receive covered non-*emergency* services at an *Anthem Blue Cross HMO hospital* or facility at which, or as a result of which, you receive services provided by a non-*Anthem Blue Cross HMO provider*, you will pay no more than the same cost sharing that you would pay for the same covered services received from an *Anthem Blue Cross HMO provider*.

Ready Access

There are two ways you may get special care without getting an OK from your *medical group*. These two ways are the "Direct Access" and "Speedy Referral" programs. **Not all medical groups take part in the Ready Access program. See your Anthem Blue Cross HMO Directory for those that do.**

Direct Access. You may be able to get some special care without an OK from your *primary care doctor*. We have a program called "Direct Access", which lets you get special care, without an OK from your *primary care doctor* for:

- Allergy
- Dermatology
- Ear/Nose/Throat

Ask your *Anthem Blue Cross HMO coordinator* if your *medical group* takes part in the "Direct Access" program. If your *medical group* participates in the Direct Access program, you must still get your care from a *doctor* who works with your *medical group*. The *Anthem Blue Cross HMO coordinator* will give you a list of those *doctors*.

Speedy Referral. If you need special care, your *primary care doctor* may be able to refer you for it without getting an OK from your *medical group* first. The types of special care you can get through Speedy Referral depend on your *medical group*.

Obstetrical and Gynecological Care

Obstetrical and gynecological services may be received directly, without obtaining referral, from an obstetrician and gynecologist or family practice physician who is a member of your *medical group*, or who has an arrangement with your *medical group* to provide care for its patients, and who has been identified by your *medical group* as available for providing obstetrical and gynecological care.

- A *doctor* specializing in obstetrical or gynecological care may refer you to another *doctor* or *health care provider* and order related obstetrical and gynecological items and services if you need additional *medically necessary* care.
- The conditions for a referral from a *doctor* specializing in obstetrical or gynecological care are the same conditions for a

referral from your *participating care doctor*. See **When You Need a Referral**.

- Ask your *Anthem Blue Cross HMO coordinator* for the list of OB-GYN health care providers you must choose from.

Reproductive or Sexual Health Care Services

Reproductive or sexual health care services may be received directly, without obtaining referral from your *primary care doctor* or *medical group*.

Care for Mental Health Conditions and Substance Abuse and Pervasive Developmental Disorder or Autism

You may get care for the treatment of *mental health conditions* and substance abuse and pervasive developmental disorder or autism without getting an OK from your *medical group*. In order for this care to be covered, you must go to an *Anthem Blue Cross HMO provider*. Some services require that we review and OK care in advance. Please see "Mental Health Conditions/Substance Abuse" in the section called "Your Benefits At Anthem Blue Cross HMO" and the section "Benefits for Pervasive Developmental Disorder or Autism" for complete information.

You can get an Anthem Blue Cross Behavioral Health Network directory listing these providers from your plan administrator (usually your employer) or from us as follows:

- You can call our *Member Services number* shown on your Member ID card or you may write to us and ask us to send you a directory. Ask for the Behavioral Health Network directory.
- You can also search for an *Anthem Blue Cross HMO provider* using the "Provider Finder" function on our website at www.anthem.com/ca. Be sure to select the "Behavioral Health Professionals" option on the next screen following your selection of plan category.

In addition, if you are a new *member* and you enrolled in this *plan*

because the employer changed health plans, and you are getting care for an acute, serious, or chronic *mental health condition* or for substance abuse from a *doctor* or other *health care provider* who is not part of the Anthem Blue Cross HMO network, you may be able to continue your course of treatment with that *doctor* or *health care provider* for a reasonable period of time before transferring to an *Anthem Blue Cross HMO provider*. To ask for this continued care or to get a copy of our written policy for this continued care, please call our *Member Services number* shown on your Member ID card.

Mental Health Parity and Addiction Equity Act

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance abuse benefits with day or visit limits on medical and surgical benefits. In general, group health plans offering mental health and substance abuse benefits cannot set day/visit limits on mental health or substance abuse benefits that are lower than any such day or visit limits for medical and surgical benefits. A plan that does not impose day or visit limits on medical and surgical benefits may not impose such day or visit limits on mental health and substance abuse benefits offered under the Plan.

The Mental Health Parity and Addiction Equity Act also provides for parity in the application of nonquantitative treatment limitations (NQTL). An example of a nonquantitative treatment limitation is a precertification requirement.

Also, the Plan may not impose Deductibles, Copayment, Coinsurance, and out of pocket expenses on mental health and substance abuse benefits that are more restrictive than Deductibles, Copayment, Coinsurance and out of pocket expenses applicable to other medical and surgical benefits.

Medical Necessity criteria and other plan documents showing comparative criteria, as well as the processes, strategies, evidentiary standards, and other factors used to apply an NQTL are available upon request.

Transgender Services

You may get coverage for services and supplies provided in connection with gender transition without getting an OK from your *medical group*. You must obtain our approval in advance for all transgender services in order for these services to be covered by this *plan* (see "Medical Management Programs" for details). No benefits are payable for these services if our approval is not obtained. Please see "Transgender Services" in the section called "Your Benefits At Anthem Blue Cross HMO" for complete information.

When You Want a Second Opinion

You may receive a second opinion about care you receive from:

- Your *primary care doctor*, or
- A *specialist* to whom you were referred by your *primary care doctor*.

Reasons for asking for a second opinion include, but are not limited to:

- Questions about whether recommended surgical procedures are reasonable or necessary.
- Questions about the diagnosis or plan of care for a condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment, including but not limited to a serious chronic condition.
- The clinical indications are not clear or are complex and confusing.
- A diagnosis is in doubt because of test results that do not agree.
- The first *doctor* or *health care provider* is unable to diagnose the condition.
- The treatment plan in progress is not improving your medical condition within an appropriate period of time.

- You have tried to follow the treatment plan or you have talked with the *doctor* or *health care provider* about serious concerns you have about your diagnosis or plan of care.

To ask for a second opinion about care you received from your *primary care doctor* if your *primary care doctor* is part of a *medical group*, call your *primary care doctor* or your *Anthem Blue Cross HMO coordinator* at your *medical group*. The second opinion will be provided by a qualified *doctor* or *health care provider* of your choice who is part of your *medical group*.

To ask for a second opinion about care you received from:

- Your *primary care doctor* if he or she is an independently contracting *primary care doctor* (not part of a *medical group*), or
- Any *specialist*,

please call the Member Services number shown on your ID card. The Member Services Representative will verify your Anthem Blue Cross HMO membership, get preliminary information, and give your request to an RN Case Manager. The second opinion will be provided by a qualified *doctor* or *health care provider* of your choice who is part of the Anthem Blue Cross HMO network. Please note that if your *primary care doctor* is part of a *medical group*, the *doctor* or *health care provider* who provides the second opinion may not necessarily be part of your *medical group*.

For any second opinion, if there is no appropriately qualified *doctor* or *health care provider* in the Anthem Blue Cross HMO network, we will authorize a second opinion by another appropriately qualified *doctor* or *health care provider*, taking into account your ability to travel.

A decision is made in a timely fashion appropriate for the nature of the *member's* condition, not to exceed five (5) business days of receipt of the information reasonably necessary to make a decision. Decisions on urgent requests are made within a time frame appropriate to your medical condition, not to exceed seventy-two

(72) hours of our receipt of the information reasonably necessary to make a decision.

When approved, your *primary care doctor* or Case Manager helps you with selecting a *doctor* or *health care provider* who will provide the second opinion within a reasonable travel distance and makes arrangements for your appointment at a time convenient for you and appropriate to your medical condition. If your medical condition is serious, your appointment will be scheduled within no more than seventy-two (72) hours. You must pay only your usual *copay* for the second opinion.

An approval letter is sent to you and the *doctor* or *health care provider* who will provide the second opinion. The letter includes the services approved and the date of your scheduled appointment. It also includes a telephone number to call if you have questions or need additional help. Approval is for the second opinion consultation only. It does not include any other services such as lab, x-ray, or additional treatment. You and your *primary care doctor* or *specialist* will get a copy of the second opinion report, which includes any recommended diagnostic testing or procedures. When you get the report, you and your *primary care doctor* or *specialist* should work together to determine your treatment options and develop a treatment plan. Your *medical group* (or your *primary care doctor*, if he or she is an independently contracting *primary care doctor*) must authorize all follow-up care.

You may appeal a disapproval decision by following our complaint process. Procedures for filing a complaint are described later in this booklet (see "How to Make a Complaint") and in your denial letter.

If you have questions or need more information about this program, please contact your *Anthem Blue Cross HMO coordinator* at your *medical group* or call the *Member Services number* shown on your Member ID card.

When You Need a Hospital Stay

There may be a time when your *primary care doctor* says you need to go to the *hospital*. If it is not an *emergency*, the *medical group*

or Anthem will look into whether or not it is *medically necessary*. If your *hospital* stay is OK'd, you will need to go to a *hospital* that works with your *medical group*.

When There is an Emergency

If you need *emergency services*, get the medical care you need right away. In some areas, there is a 9-1-1 emergency response system that you may call for *emergency services* (this system is to be used only when there is an *emergency* that requires an emergency response).

Once you are stabilized, your *primary care doctor* or Anthem must OK any care you need after that.

- Ask the *hospital* or emergency room *doctor* to call your *primary care doctor*.
- Your *primary care doctor* or Anthem will OK any other *medically necessary* care or will take over your care.

You may need to pay a *copay* for emergency room services. A *copay* is a set amount you must pay for services. We cover the rest.

If You Are In-Area. You are in-area if you are 15-miles or 30-minutes or less from your *medical group* (or 15-miles or 30-minutes or less from your *medical group's hospital*, if your *medical group* is an *independent practice association*).

If you need *emergency services*, get the medical care you need right away. If you want, you may also call your *primary care doctor* and follow his or her instructions.

Your *primary care doctor* or *medical group* may:

- Ask you to come into their office;
- Give you the name of a *hospital* or emergency room and tell you to go there;
- Order an ambulance for you;

- Give you the name of another doctor or medical group and tell you to go there; or
- Tell you to call the 9-1-1 emergency response system.

If You're Out of Area. You can still get *emergency services* if you are more than 15-miles or 30-minutes away from your *primary care doctor* or *medical group.*

If you need *emergency services*, get the medical care you need right away (follow the instructions above for When There is an Emergency). In some areas, there is a 9-1-1 emergency response system that you may call for *emergency services* (this system is to be used only when there is an *emergency* that requires an emergency response). You must call us within 48 hours if you are admitted to a *hospital*.

Remember:

- We won't cover services that don't fit what we mean by *emergency services.*
- Your *primary care doctor* must OK care you get once you are stabilized, unless Anthem Blue Cross HMO OKs it.
- Once your *medical group* or Anthem Blue Cross HMO give an OK for *emergency services*, they cannot withdraw it.

You Need Urgent Care

If You Are In-Area. You are in-area if you are 15-miles or 30-minutes or less from your *medical group* (or 15-miles or 30-minutes or less from your *medical group's hospital*, if your *medical group* is an *independent practice association*).

If you are in area, call your *primary care doctor* or *medical group.* Follow their instructions.

Your *primary care doctor* or *medical group* may:

- Ask you to come into their office;
- Give you the name of a *hospital* or emergency room and tell you to go there;
- Order an ambulance for you;
- Give you the name of another doctor or medical group and tell you to go there; or
- Tell you to call the 9-1-1 emergency response system.

Please note: In-area *urgent care* services are only covered if they are provided by your *primary care doctor* or *medical group*. *Urgent care* services received by any other provider while in-area will not be covered.

If You're Out of Area. You can get *urgent care* if you are more than 15-miles or 30-minutes away from your *primary care doctor* or *medical group.*

For *urgent care*, if care can't wait until you get back to make an appointment with your *primary care doctor,* get the medical care you need right away. You must call us within 48 hours if you are admitted to a *hospital*.

If you need a *hospital stay* or long-term care, we'll check on your progress. When you are able to be moved, we'll help you return to your *primary care doctor's* or *medical group's* area.

Remember:

- We won't cover services that don't fit what we mean by *urgent care.*
- Your *primary care doctor* must OK care you get once you are stabilized, unless Anthem Blue Cross HMO OKs it.

Triage and Screening Services

If you have questions about a particular health condition or if you need someone to help you determine whether or not care is needed,

please contact your *primary care doctor*. In addition, triage or screening services are available to you from us by telephone. Triage or screening services are the evaluation of your health by a *doctor* or nurse who is trained to screen for the purpose of determining the urgency of your need for care. Please contact the 24/7 NurseLine at the telephone number listed on your identification card 24 hours a day, 7 days a week.

Telehealth

This *plan* provides benefits for covered services that are appropriately provided through telehealth, subject to the terms and conditions of the *plan* including the requirement that all care must be provided or authorized by your *medical group* or *primary care doctor*, except as specifically stated in this booklet. In-person contact between a *health care provider* and the patient is not required for these services, and the type of setting where these services are provided is not limited. "Telehealth" is the means of providing health care services using information and communication technologies in the consultation, diagnosis, treatment, education, care management and self-management of a patient's physical and mental health care when the patient is located at a distance from the *health care provider*. Telehealth does not include consultations between the patient and the *health care provider*, or between *health care providers*, by telephone, facsimile machine, electronic mail or *chat therapy*.

Getting Care When You Are Outside of California

You can get *medically necessary* care (*urgent care*, *emergency services*, or follow-up care) when you are away from home.

- **If you are traveling outside California,** and need health care because of a non-emergency illness or injury, call the BlueCard® Access 800 number, 1-800-810-BLUE (2583).

- **The BlueCard® Access Call Center will tell you if there are *doctors* or *hospitals* in the area** that can give you care. They will give you the names and phone numbers of nearby *doctors* and *hospitals* that you go to or call for an appointment.

- **If it's an *emergency*, get medical care right away.** You or a member of your family must call us within 48 hours after first getting care.
- **The provider may bill you for these services**. Send these bills to us. We will make sure the services were *emergency services* or *urgent care*. You may need to pay a *copay*.

Note: Providers available to you through the BlueCard® Program have not entered into contracts with Anthem Blue Cross. If you have any questions or complaints about the BlueCard® Program, please call us at the Member Services telephone number listed on your ID card.

Care Outside the United States-Blue Cross Blue Shield Global Core®

Prior to travel outside the United States, call the *Member Services number* listed on your Member ID card to find out if your plan has Blue Cross Blue Shield Global Core® benefits. Your coverage outside the United States is limited and we recommend:

- Before you leave home, call the *Member Services number* listed on your Member ID card for coverage details. **You have coverage for services and supplies furnished only in connection with *urgent care* or an *emergency* when travelling outside the United States.**
- Always carry your current Member ID card.
- In an *emergency* or if you need *urgent care*, seek medical treatment immediately.
- **The Blue Cross Blue Shield Global Core® Service Center is available 24 hours a day, seven days a week toll-free at (800) 810-BLUE (2583) or by calling collect at (804) 673-1177.** An assistance coordinator, along with a medical professional, will arrange a *doctor* appointment or hospitalization, if needed.

- If you are admitted to a *hospital*, you must call us within 48 hours at the *Member Services number* listed on your Member ID card. This number is different than the phone numbers listed above for Blue Cross Blue Shield Global Core®.

Call the Blue Cross Blue Shield Global Core® Service Center in these non-emergent situations:

- **You need to find a *doctor* or *hospital* or need medical assistance services.** An assistance coordinator, along with a medical professional, will arrange a *doctor* appointment or hospitalization, if needed.
- **You need to be hospitalized or need inpatient care.** After calling the Service Center, you must also call us at the *Member Services number* listed on your Member ID card for pre-service review to determine whether the services are covered. Please note that this number is different than the phone numbers listed above for Blue Cross Blue Shield Global Core®.

Payment Information.

- **Participating Blue Cross Blue Shield Global Core® hospitals.** When you make arrangements for hospitalization through Blue Cross Blue Shield Global Core®, you should not need to pay upfront for inpatient care at participating Blue Cross Blue Shield Global Core® *hospitals* except for the out-of-pocket costs (non-covered services, deductible, copays and coinsurance) you normally pay. The *hospital* will submit your claim on your behalf.
- **Doctors and/or non-participating hospitals.** You will need to pay upfront for outpatient services, care received from a *doctor*, and inpatient care not arranged through the Blue Cross Blue Shield Global Core® Service Center. Then you can complete a Blue Cross Blue Shield Global Core® claim form and send it with the original bill(s) to the Blue Cross Blue

Shield Global Core® Service Center (the address is on the form).

Claim Filing.

- **The hospital will file your claim** if the Blue Cross Blue Shield Global Core® Service Center arranged your hospitalization. You will need to pay the hospital for the out-of-pocket costs you normally pay.
- **You must file the claim** for outpatient and *doctor* care, or inpatient care not arranged through the Blue Cross Blue Shield Global Core® Service Center. You will need to pay the health care provider and subsequently send an international claim form with the original bills to Anthem.

Additional Information About Blue Cross Blue Shield Global Core® Claims.

- You are responsible, at your expense, for obtaining an English-language translation of foreign country provider claims and medical records.
- Exchange rates are determined as follows:
  - For inpatient *hospital* care, the rate is based on the date of admission.
  - For outpatient and professional services, the rate is based on the date the service is provided.

Claim Forms.

- International claim forms are available from us, from the Blue Cross Blue Shield Global Core® Service Center, or online at:

  www.bcbsglobalcore.com.

  The address for submitting claims is on the form.

Revoking or Modifying a Referral or Authorization

A referral or authorization for services or care that was approved by your *medical group*, your *primary care doctor*, or by us may be revoked or modified prior to the services being rendered for reasons including but not limited to the following:

- Your coverage under this *plan* ends;
- The *agreement* with the *group* terminates;
- You reach a benefit maximum that applies to the services in question;
- Your benefits under the *plan* change so that the services in question are no longer covered or are covered in a different way.

If You and Your Doctor Don't Agree

If you think you need a certain kind of care, but your *doctor* or *medical group* isn't recommending it, you have a right to the following:

- **Ask for a written notice** of being denied the care you felt you needed. You should get this notice within 48 hours.
- **Your *doctor* should give you a written reason** and another choice of care within 48 hours.
- **You can make a formal appeal** to the *medical group* and to Anthem. See "How to Make a Complaint" on a later page.

We Want You to Have Good Health

Ask about our many programs to:

- Educate you about living a healthy life.
- Get a health screening.
- Learn about your health problem.

For more information, please call us at our *Member Services number* shown on your Member ID card.

RelayHealth. We have made arrangements with RelayHealth to provide an online health care information and communication program. This program will allow you to contact your *doctor* on the internet if your *doctor* is a participant in RelayHealth. To see if your *doctor* is enrolled in the program, use the "Find Your Doctor" function on the website, www.relayhealth.com. Through this private, secure internet program, you can consult your *doctor*, request prescription refills, schedule appointments, and get lab results. You will only be required to pay a *copay* for consultations. This *copay* will be **$10** and must be paid by credit card. You will not be required to pay a *copay* when you request prescription refills, schedule appointments and get lab results.

Timely Access to Care

Anthem has contracted with *health care providers* to provide covered services in a manner appropriate for your condition, consistent with good professional practice. Anthem ensures that its contracted *health care provider* networks have the capacity and availability to offer appointments within the following timeframes:

- **Urgent Care appointments for services that do not require prior authorization:** within forty-eight (48) hours of the request for an appointment;
- **Urgent Care appointments for services that require prior authorization:** within ninety-six (96) hours of the request for an appointment;
- **Non-Urgent appointments for primary care:** within ten (10) business days of the request for an appointment;
- **Non-Urgent appointments with specialists:** within fifteen (15) business days of the request for an appointment;
- **Appointments for ancillary services (diagnosis or treatment of an injury, illness or other health condition) that are not urgent care:** within fifteen (15) business days of the request for an appointment.

For Mental Health Conditions/Substance Abuse care:

- **Urgent Care appointments for services that do not require prior authorization:** within forty-eight (48) hours of the request for an appointment;
- **Urgent Care appointments for services that require prior authorization:** within ninety-six (96) hours of the request for an appointment;
- **Non-Urgent appointments with mental health and substance abuse providers who are not psychiatrists:** within ten (10) business days of the request for an appointment;
- **Non-Urgent appointments with mental health and substance abuse providers who are psychiatrists:** within fifteen (15) business days of the request for an appointment. Due to accreditation standards, the date will be ten (10) business days for the initial appointment only.

If a *health care provider* determines that the waiting time for an appointment can be extended without a detrimental impact on your health, the *health care provider* may schedule an appointment for a later time than noted above.

Anthem arranges for telephone triage or screening services for you twenty-four (24) hours per day, seven (7) days per week with a waiting time of no more than thirty (30) minutes. If Anthem contracts with a *health care provider* for telephone triage or screening services, the *health care provider* will utilize a telephone answering machine and/or an answering service and/or office staff, during and after business hours, to inform you of the wait time for a return call from the *health care provider* or how the *member* may obtain *urgent care* or *emergency services* or how to contact another *health care provider* who is on-call for telephone triage or screening services.

If you need the services of an interpreter, the services will be coordinated with scheduled appointments and will not result in a delay of an appointment with an *Anthem Blue Cross* HMO provider.

Your Benefits at Anthem Blue Cross HMO

It's important to remember:

- The benefits of this *plan* are given only for those services that the *medical group* or Anthem finds are *medically necessary*.
- Care must be received from your *primary care doctor* or another *Anthem Blue Cross HMO Provider* to be a covered service under this *plan*. If you use a non-*Anthem Blue Cross HMO provider*, your entire claim will be denied unless:
  - The services are for *emergency* or out-of-area *urgent care*;
  - The services are approved in advance by us as an *authorized referral*; or
  - You receive covered non-*emergency* services at an *Anthem Blue Cross HMO hospital* or facility at which, or as a result of which, you receive services provided by a non-*Anthem Blue Cross HMO provider*; in such case you will pay no more than the same cost sharing that you would pay for the same covered services received from an *Anthem Blue Cross HMO provider*.
- Just because a *doctor* orders a service, it doesn't mean that:
  - The service is *medically necessary*; or
  - This *plan* covers it.
- If you have any questions about what services are covered, read this booklet, or give us a call at the number on your Member ID card.
- All benefits are subject to coordination with benefits available under certain other plans.
- We have the right to be repaid by a third party for medical care we cover if your injury, disease or other health problem is their fault or responsibility.

- Anthem has processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. *Members* seeking *emergency services*, out-of-area *urgent care* services or an *authorized referral* in accordance with this *plan* from non-*Anthem Blue Cross HMO provider* could be balanced billed by the non-*Anthem Blue Cross HMO provider* for those services that are determined to be not payable as a result of these review processes and meets the criteria set forth in any applicable state regulations adopted pursuant to state law. A claim may also be determined to be not payable due to a provider's failure to submit medical records with the claims that are under review in these processes.

What are Copays?

A *copay* is a set amount you pay for each medical service. You need to pay a *copay* for some services given under this *plan*, but many other supplies and services do not need a *copay*. Usually, you must pay the *copay* at the time you get the services. The *copays* you need to pay for services are shown in the next section.

If you do not pay your *copay* within 31 days from the date it's due, we have the right to cancel your coverage under the *plan*. To find out how your coverage is cancelled if you do not pay your *copay*, see "How Your Coverage Ends", in the section "What You Should Know about Your Coverage", (see Table of Contents).

Here are the Copay Limits

If you pay more than the *Copay Limits* shown below in one calendar year (January through December), you won't need to pay any more *copays* for the rest of the year.

Per Number of Members	Copay Limits

- One *Member*.....**$500**
- Family **$1,500***

  *But, not more than $500 for any one *Member* in a Family. For any given family member, the *Copay Limit* is met either after

he/she meets the amount for *Member*, or after the entire family *Copay Limit* is met. The family *Copay Limit* can be met by any combination of amounts from any family member.

The following won't apply to the *Copay Limits*:

- For infertility, any *copay* for diagnosis and testing for finding out about it.

Crediting Prior Plan Coverage

If you were covered by your employer's *prior plan* immediately before your employer signs up with us, with no lapse in coverage, then you will get credit for any accrued deductible and, if applicable and approved by us, any *Copay Limit* under the *prior plan*. This does not apply to individuals who were not covered by the *prior plan* on the day before your employer's coverage with us began, or who join your employer later.

If your employer moves from one of our plans to another, (for example, changes its coverage from HMO to PPO), and you were covered by the other product immediately before enrolling in this product with no break in coverage, then you may get credit for any accrued deductible and any *Copay Limit*, if applicable and approved by us.

If your employer offers more than one of our products, and you change from one product to another with no break in coverage, you will get credit for any accrued deductible and, if applicable, any *Copay Limit*.

If your employer offers coverage through other products or carriers in addition to ours, and you change products or carriers to enroll in this product with no break in coverage, you will get credit for any accrued deductible and any *Copay Limit* under this *plan*.

This Section Does Not Apply To You If:

- Your employer moves to this *plan* at the beginning of each year;

- You change from one of our individual policies to a group plan;
- You change employers; or
- You are a new *member* who joins after your employer initial enrollment with us.

What We Cover

We list benefits for the services and supplies in this section. Any *copays* you must pay are shown next to the service or supply. We list things **we do NOT cover in the next section**.

Remember:

Your *primary care doctor* and your *medical group* or Anthem must give or OK your care.

Doctor Care (or services of a Health Professional)	Copay
♦ Office visits for a covered illness, injury or health problem	**$10**
♦ Home visits, when approved by your *medical group*, at the *doctor's* discretion	**$10**
♦ Surgery in *hospital*, *surgery center* or *medical group* and surgical assistants	**No charge**
♦ Anesthesia services	**No charge**
♦ *Doctor* visits during a *hospital stay*	**No charge**
♦ Visit to a *specialist*	**$10**
♦ *Medically necessary* acupuncture OK'd by your *primary care doctor*	**$10**

Online Visits	**Copay**

Covered services will include medical consultations using the internet via webcam, voice or *chat therapy*.

♦ Online care services ..... **No charge**

Non-covered services include, but are not limited to, the following:

- Reporting normal lab or other test results.
- Office visit appointment requests or changes.
- Billing, insurance coverage, or payment questions.
- Requests for referrals to other *physicians* or healthcare practitioners.
- Benefit precertification.
- Consultations between *physicians*.
- Consultations provided by telephone, electronic mail, or facsimile machines.

You will be financially responsible for the costs associated with non-covered services.

For *mental health conditions* or substance abuse online care visits and *chat therapy*, please see the "Mental Health Conditions /
Substance Abuse" benefit below for a description of this coverage.

Retail Health Clinic	**Copay**

Covered services include limited basic health care services to *members* on a "walk-in" basis. These clinics are normally found in major *drugstores* or retail stores. Health care services are typically given by physician's assistants or nurse practitioners. Services are

limited to routine care and treatment of common illnesses for adults and children.

- *Retail Health Clinic* Visit.....**$10**

Preventive Care Services	**Copay**

Preventive care includes screenings and other services for adults and children. All recommended preventive services will be covered as required by the Affordable Care Act (ACA) and applicable state law. This means preventive care services are covered with no deductible (if applicable) or copay when you use an *Anthem Blue Cross HMO provider*.

- Full physical exams and periodic check-ups ordered by your *primary care doctor* including well-woman visits ..... **No charge**
- Vision or hearing screenings* ..... **No charge**
- Immunizations prescribed by your *primary care doctor* ..... **No charge**
- Health education programs given by your *primary care doctor* or the *medical group* ..... **No charge**
- Health screenings as prescribed by your *doctor* or *health care provider*…… ..... **No charge**
  - Health screenings include: mammograms, Pap tests and any cervical cancer screening tests including human papillomavirus (HPV), prostate cancer screenings, and other medically accepted cancer screening tests, screenings for high blood pressure, type 2 diabetes mellitus, cholesterol, and obesity.**
- Preventive services for certain high-risk populations as determined by your *doctor*, based on clinical expertise. ..... **No charge**

- Counseling and intervention services as part of a full physical exam or periodic check-up for the purpose of education or counseling on potential health concerns, including sexually transmitted infections, human immunodeficiency virus (HIV), contraception, and smoking cessation counseling. ..... **No charge**

- HIV testing, regardless of whether testing is related to a primary diagnosis..... **No charge**

- Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration, including the following: ..... **No charge**

  - All FDA-approved contraceptive *drugs*, devices, and other products for women, including over-the-counter items, if prescribed by your *doctor*. This includes contraceptive *drugs*, injectable contraceptives, patches and devices such as diaphragms, intra uterine devices (IUDs) and implants, as well as voluntary sterilization procedures, contraceptive education and counseling. It also includes follow-up services related to the *drugs*, devices, products and procedures, including but not limited to management of side effects, counseling for continued adherence, and device insertion and removal.

    At least one form of contraception in each of the methods identified in the FDA's Birth Control Guide will be covered as preventive care under this section. If there is only one form of contraception in a given method, or if a form of contraception is deemed not medically advisable by your *doctor*, the prescribed FDA-approved form of contraception will be covered as preventive care under this section.

    In order to be covered as preventive care, contraceptive *drugs* must be *generic* oral contraceptives. *Brand name drugs* will be covered as *preventive care services* when

medically necessary according to your attending *doctor*, otherwise they will be covered under your *plan's* prescription drug benefits (see "Getting Prescription Drugs").

Note: For FDA-approved, *self-administered hormonal contraceptives*, up to a 12-month supply is covered when dispensed or furnished at one time by a provider or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies.

- Breast feeding support, supplies, and counseling ordered by your *primary care doctor* or *medical group.* One breast pump will be covered per pregnancy under this benefit.
- Gestational diabetes screening.
- Preventive prenatal care.
- Screening for iron deficiency anemia in pregnant women.
- Breast cancer (BRCA) testing, if appropriate, in conjunction with genetic counseling and evaluation.

* Vision screening includes a vision check by your *primary care doctor* to see if it is *medically necessary* for you to have a complete vision exam by a vision *specialist*. If OK'd by your *primary care doctor*, this may include an exam with diagnosis, a treatment program and refractions. Hearing screenings include tests to diagnose and correct hearing.

** This list is not exhaustive. Preventive tests and screenings with a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF), or those supported by the Health Resources and Services Administration (HRSA) will be covered at no charge.

See the definition of "Preventive Care Services" in the "Important Words to Know" section for more information about services that are covered by this *plan* as *preventive care services*.

Diabetes	Copay

- Equipment and supplies used for the treatment of diabetes (see below)..... **See "Medical Equipment"**
  - Blood glucose monitors, including monitors designed to help the visually impaired, and blood glucose testing strips.
  - Insulin pumps
  - Pen delivery systems for insulin administration (non-disposable).
  - Visual aids (but not eyeglasses) to help the visually impaired to properly dose insulin.
- Podiatric devices, such as therapeutic shoes and shoe inserts, to treat diabetes-related complications ..... **See "Prosthetic Devices"**
- Diabetes education program services supervised by a *doctor* which include:.....**$10**
  - Teaching you and your family members about the disease process and how to take care of it; and
  - Training, education, and nutrition therapy to enable you to use the equipment, supplies, and medicines needed to manage the disease.
- The following items are covered under your *drug* benefits ..... **See "Getting Prescription Drugs"**
  - Insulin, glucagon, and other *prescription drugs* for the treatment of diabetes.
  - Insulin syringes, disposable pen delivery systems for insulin administration.
  - Testing strips, lancets, and alcohol swabs.

Screenings for gestational diabetes are covered under your Preventive Care Services benefit. Please see that provision for further details.

General Medical Care (In a Non-Hospital-Based Facility)	**Copay**

- Hemodialysis treatment, including treatment at home if OK'd by the *medical group* **$10**
- Medical social services ..... **No charge**
- Chemotherapy **$10**
- Radiation therapy **$10**
- Infusion therapy, including but not limited to Parenteral Therapy and Total Parenteral Nutrition (TPN) **$10**
- Allergy tests and care **$10**
- X-ray and laboratory tests ..... **No charge**
- Smoking cessation programs for nicotine dependency ..... **No charge**

  Prescription drugs to help you stop smoking or reduce your dependence on tobacco products, as well as over-the-counter nicotine replacement products (limited to nicotine patches and gum) are covered when obtained with a *doctor's prescription*. These *drugs* and products will be covered as *preventive care services*. See "Getting Prescription Drugs".

Pregnancy or Maternity Care	**Copay**

Medical services for an enrolled *member* are provided for pregnancy and maternity care, including the following services: Prenatal, postnatal, and postpartum care, ambulatory care services (including ultrasounds, fetal non-stress tests, *doctor* office visits,

and other *medically necessary* maternity services performed outside of a *hospital*), involuntary complications of pregnancy, diagnosis of genetic disorders in cases of high-risk pregnancy, and inpatient *hospital* care including labor and delivery.

- Office visit.....**$10**
- *Doctor's* services for normal delivery or cesarean section ..... **No charge**
- *Hospital* services:
  - Inpatient services..... **No charge**
  - Outpatient covered services..... **No charge**
- Genetic testing, when *medically necessary*..... **No charge**
- Prenatal testing administered by the State Department of Public Health for the California Prenatal Screening Program..... **No charge**
- *Hospital* services for routine nursery care of your newborn child if the newborn child's natural mother is an enrolled *member*..... **No charge**

  Routine nursery care of a newborn child includes screening of a newborn for genetic diseases, congenital conditions, and other health conditions provided through a program established by law or regulation.
- Certain services are covered under the "Preventive Care Services" benefit. Please see that provision for further details

Note: For inpatient *hospital* services related to childbirth, we will provide at least 48 hours after a normal delivery or 96 hours after a cesarean section, unless the mother and her *doctor* decide on an earlier discharge. Please see the section called "For Your Information" for a statement of your rights under federal law regarding these services.

Infertility and Birth Control	Copay

Benefits include sterilization services and services to reverse a non-elective sterilization that resulted from an illness or injury. Reversals of elective sterilizations are not covered. Sterilizations for women are covered under the "Preventive Care Services" benefit.

Additionally, benefits include fertility preservation services to prevent iatrogenic infertility when *medically* necessary.

- Diagnosis and testing for infertility **50%***
- Sterilization for females .....**No Charge**

  Sterilizations for females will be covered under the "Preventive Care Services benefit. Please see that provision for further details.

- Sterilization for males .....**No Charge**
- Family planning services **$10**
- Shots and implants for birth control** .....**No charge**
- Intrauterine contraceptive devices (IUDs) and diaphragms, dispensed by a *doctor*** .....**No charge**
- *Doctor's* services to prescribe, fit and insert an IUD or diaphragm** .....**No Charge**

  ***Note:** The **50%** *copay* made for infertility services will not be applied to the "*Copay Limits*."

  ****Certain contraceptives and related services are covered under the "Preventive Care Services" benefit. Please see that provision for further details.

  Note: For FDA-approved, *self-administered hormonal contraceptives*, up to a 12-month supply is covered when dispensed or furnished at one time by a provider or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies.

Mastectomy	**Copay**
♦ Mastectomy and lymph node dissection; complications from a mastectomy including lymphedema	**See *copays* that apply**
♦ Reconstructive surgery of both breasts performed to restore symmetry following a mastectomy	**See *copays* that apply**

Reconstructive Surgery	**Copay**
♦ Reconstructive surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either the following: (a) improve function; or (b) create a normal appearance, to the extent possible. This includes surgery performed to restore and achieve symmetry following a *medically necessary* mastectomy. This also includes *medically necessary* dental or orthodontic services that are an integral part of *reconstructive surgery* for cleft palate procedures. "Cleft palate" means a condition that may include cleft palate, cleft lip, or other craniofacial anomalies associated with cleft palate	**See *copays* that apply**

This does not apply to orthognathic surgery. Please see the "Dental Care" benefit below for a description of this coverage.

Rehabilitative Care	**Copay**

You may have **up to a 60 day period of care** after an illness or injury. The 60 day period of care starts with the first visit for rehabilitative care. The 60 day limit does not limit the number of

visits or treatments you get within the 60 day period. If you need more than the 60 day period of care, your *primary care doctor* must get the OK from your *medical group* or Anthem. It must be shown that more care is *medically necessary*. Your *medical group* or Anthem will OK the extra visits or treatments. While there is no limit on the length of the covered period of care or the number of covered visits for *medically necessary* rehabilitative care, your *medical group* or Anthem must OK the longer time period and extra visits in advance.

Rehabilitative care as described above is also provided for a *member* who is being treated for a *severe mental disorder* or for pervasive developmental disorder or autism. This care is provided even though the *member* may not have suffered an illness or injury. If more than a 60-day period of care is needed, Anthem must OK the longer time period and additional visits in advance.

♦ Visits for rehabilitation,
such as physical therapy, chiropractic services,
occupational therapy or speech therapy **$10**

Inpatient Hospital Services	**Copay**

♦ A *hospital* room with two or more beds,
or a private room only if *medically necessary*,
ordered by your *primary care doctor* and
OK'd by your *medical group* or Anthem..... **No charge**

Inpatient hospital services and supplies include the following:

- Operating room and special treatment room;
- Special care units;
- Nursing care;
- *Drugs* and medicines, and supplies you get during your *stay*. This includes oxygen;

- Laboratory, cardiology, pathology and radiology services;
- Physical therapy, occupational therapy, speech therapy, radiation therapy, chemotherapy and hemodialysis; and
- Blood transfusions. This includes the cost of blood, blood products or blood processing.

Outpatient (In a Hospital or Surgery Center)	**Copay**

♦ Emergency room use, supplies, other services, *drugs* and medicines. This includes oxygen **$50***

*You don't have to pay the **$50** if you are admitted as an inpatient.

♦ Care given when surgery is done. This includes operating room use, supplies, *drugs* and medicines, oxygen, and other services..... **No charge**

♦ X-ray and laboratory tests..... **No charge**

Skilled Nursing Facility Services	**Copay**

You can get these kinds of care in a *skilled nursing facility* for **up to 100 days in a calendar year**.

♦ Services and supplies provided by a *skilled nursing facility*..... **No charge**

- A room with two or more beds;
- Special treatment rooms;
- Regular nursing services;
- Laboratory tests;

- Physical therapy, occupational therapy, speech therapy, or respiratory therapy;
- *Drugs* and medicines given during your *stay*. This includes oxygen;
- Blood transfusions; and
- Needed medical supplies and appliances.

Home Health Care	**Copay**

Benefits are available for covered services performed by a *home health agency* or other provider in your home. We will cover home health care furnished by a *home health agency* (HHA).

♦ Home health care services provided by a *home health agency*..... **No charge**

Home health care services include the following:

- Care from a registered nurse or licensed vocational nurse who works under a registered nurse or a *doctor*
- Physical therapy, occupational therapy, speech therapy, or respiratory therapy
- Visits with a medical social service worker
- Care from a health aide who works under a registered nurse with the HHA (one visit equals four hours or less). Other organizations may give services only when approved by us, and their duties must be assigned and supervised by a professional nurse on the staff of the *home health agency* or other provider as approved by us or your *medical group.*

♦ *Medically necessary* supplies from the HHA..... **No charge**

When available in your area, benefits are also available for *intensive in-home behavioral health services*. These do not require confinement to the home. These services are described in the "Mental Health Conditions/Substance Abuse" section below.

Hospice Care	**Copay**

You are eligible for *hospice* care if your *doctor* and the *hospice* medical director certify that you are terminally ill and likely have less than twelve (12) months to live. You may access *hospice* care while participating in a clinical trial or continuing disease modifying therapy, as ordered by your treating *doctor*. Disease modifying therapy treats the underlying terminal illness.

We will cover *hospice* care services shown below for the palliative care of pain and other symptoms if you have an illness that may lead to death within one year or less. Palliative care is care that controls pain and relieves symptoms but is not intended to cure the illness. Covered services include:

- Interdisciplinary team care to develop and maintain a plan of care ..... **No charge**
- Short-term inpatient *hospital* care in periods of crisis or as respite care. Respite care is provided on an occasional basis for up to five consecutive days per admission ..... **No charge**
- Physical therapy, occupational therapy, speech therapy and respiratory therapy ..... **No charge**
- Social services and counseling services ..... **No charge**
- Skilled nursing services given by or under the supervision of a registered nurse. ..... **No charge**
- Certified home health aide services and homemaker services given under the supervision of a registered nurse. ..... **No charge**
- Diet and nutrition advice; nutrition help such as intravenous feeding or hyperalimentation ..... **No charge**
- Volunteer services given by trained *hospice* volunteers directed by a *hospice* staff member ..... **No charge**
- *Drugs* and medicines prescribed by a *doctor* ..... **No charge**

- Medical supplies, oxygen and respiratory therapy supplies ..... **No charge**
- Care which controls pain and relieves symptoms ..... **No charge**
- Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the *member's* death. Bereavement services are available to the patient and those individuals who are closely linked to the patient, including the immediate family, the primary or designated care giver and individuals with significant personal ties, for one year after the *member's* death ..... **No charge**

Your *doctor* must consent to your care by the *hospice* and must be consulted in the development of your treatment plan. The *hospice* must submit a written treatment plan to us every 30 days or upon request.

Benefits for services beyond those listed above that are given for disease modification or palliation, such as but not limited to chemotherapy and radiation therapy, are available to a *member* in *hospice*. These services are covered under other parts of this *plan*.

Dental Care	**Copay**

- Inpatient *hospital* services..... **No charge**

  Inpatient *hospital* services are limited to 3 days when the *stay* is:

  - Needed for dental care because of other medical problems you may have.
  - Ordered by a *doctor* (M.D.) or a dentist (D.D.S. or D.M.D.)
  - Approved by the *medical group* or Anthem.

- General anesthesia and facility services when dental care must be provided in an outpatient *hospital* or *surgery center* ..... **No charge**

These services are covered when:

- You are less than seven years old;
- You are developmentally disabled; or
- Your health is compromised and general anesthesia is *medically necessary*.

Note: No benefits are provided for the dental procedure itself or for the professional services of a dentist to do the dental procedure.

♦ Emergency care for accidental injury to natural teeth..... **No charge**

- The care is not covered if you hurt your teeth while chewing or biting unless the chewing or biting results from a medical or mental condition.
- This *plan* does not cover any other kind of dental care.

♦ Orthognathic surgery for a physical abnormality that prevents normal function of the upper or lower jaw and is *medically necessary* to attain functional capacity of the affected part..... **No charge**

♦ *Medically necessary* dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures..... **No charge**

"Cleft palate" means a condition that may include cleft palate, cleft lip, or other craniofacial anomalies associated with cleft palate.

Important: If you decide to receive dental services that are not covered under this *plan*, a dentist who participates in an Anthem Blue Cross network may charge you his or her usual and customary rate for those services. Prior to providing you with dental services that are not a covered benefit, the dentist should provide a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information about the dental services that are covered

under this *plan*, please call us at the *Member Services number* on your Member ID card. To fully understand your coverage under this *plan*, please carefully review this Evidence of Coverage document.

Transgender Services	**Copay**

Services and supplies provided in connection with gender transition when you have been diagnosed with gender identity disorder or gender dysphoria by a *doctor*. This coverage is provided according to the terms and conditions of the plan that apply to all other covered medical conditions, including medical necessity requirements, medical management, and exclusions for cosmetic services, except as specifically stated in this provision. Coverage includes, but is not limited to, *medically necessary* services related to gender transition such as transgender surgery, hormone therapy, psychotherapy, and vocal training.

Coverage is provided for specific services according to *plan* benefits that apply to that type of service generally, if the *plan* includes coverage for the service in question. If a specific coverage is not included, the service will not be covered. For example, transgender surgery would be covered on the same basis as any other covered, *medically necessary* surgery; hormone therapy would be covered under the *plan's prescription drug* benefits (if such benefits are included).

You must obtain our approval in advance in order for transgender services to be covered. Please refer to "Medical Management Programs" for information on how to obtain the proper reviews.

We will also pay for certain travel expenses incurred in connection with an approved transgender surgery, when the *hospital* at which the surgery is performed is 75 miles or more from your place of residence, provided the expenses are authorized in advance by us. We will provide benefits for lodging, transportation, and other reasonable expenses up to the current limits set forth in the Internal Revenue Code, not to exceed **$10,000** per transgender surgery, or series of surgeries (if multiple surgical procedures are performed), for travel expenses listed below, incurred by you and one

companion. This travel expense benefit is not available for non-surgical transgender services.

- Ground transportation to and from the *hospital* when it is 75 miles or more from your place of residence.
- Coach airfare to and from the *hospital* when it is 300 miles or more from your residence.
- Lodging, limited to one room, double occupancy.
- Other reasonable expenses. Tobacco, alcohol, drug, and meal expenses are excluded.

Details regarding reimbursement can be obtained by calling the *Member Services number* on your Member ID card. A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

You must obtain our approval in advance in order for travel expenses to be covered. Please refer to "Medical Management Programs" for information on how to obtain the proper reviews.

- Transgender services ..... **See *copays* that apply**
- Transgender travel expense ..... **No charge***

  *Our maximum payment will not exceed **$10,000** per transgender surgery, or series of surgeries (if multiple surgical procedures are performed).

Special Food Products	**Copay**

- Special food products and formulas that are part of a diet prescribed by a *doctor* for the treatment of phenylketonuria (PKU) ..... **No charge**

  You can get most formulas used in the treatment of PKU from a *drugstore*. These are covered under your *plan's* benefits for *prescription drugs* (see "Getting Prescription Drugs"). Special

food products that are not available from a *drugstore* are covered as medical supplies under your *plan's* medical benefits.

Medical Equipment	**Copay**

♦ Medical equipment and supplies..... **No charge**

You can get long-lasting medical equipment (called durable medical equipment) and supplies that are rented or bought for you if they are:

– Ordered by your *primary care doctor*.

– Used only for the health problem.

– Used only by the person who needs the equipment or supplies.

– Made only for medical use.

Equipment and supplies are **not** covered if they are:

– Only for your comfort or hygiene.

– For exercise.

– Only for making the room or home comfortable, such as air conditioning or air filters.

Pediatric Asthma Equipment and Supplies	**Copay**

♦ Nebulizers, including face masks and tubing..... **No charge**

These items are not subject to any limits or maximums that apply to coverage for Medical Equipment.

♦ Inhaler spacers and peak flow meters .....**See "Getting Prescription Drugs"**

These items are subject to the copay for *brand name drugs*.

♦ Pediatric asthma education program services to help you use the items listed above.....**$10**

Organ and Tissue Transplants	**Copay**

Services and supplies are given if:

– You are receiving the organ or tissue, or

– You are the organ or tissue donor, if the person who is receiving it is a *member* of Anthem Blue Cross HMO. If you are not a *member*, the benefits are lowered by any amounts paid by your own health plan.

♦ Services given with an organ or tissue transplant.....**See *copays* that apply**

Clinical Trials	**Copay**

Routine patient costs, as described below, for an approved clinical trial.....**See *copays* that apply**

Coverage is provided for routine patient care costs you receive as a participant in an approved clinical trial. The services must be those that are listed as covered by this *plan* for *members* who are not enrolled in a clinical trial.

Routine patient care costs include items, services, and drugs provided to you in connection with an approved clinical trial that would otherwise be covered by the *plan*.

An "approved clinical trial" is a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or another life-threatening disease or condition, from which death is likely unless the disease or condition is treated. Coverage is limited to the following clinical trials:

♦ Federally funded trials approved or funded by one or more of the following:

- The National Institutes of Health,
- The Centers for Disease Control and Prevention,

- The Agency for Health Care Research and Quality,
- The Centers for Medicare and Medicaid Services,
- A cooperative group or center of any of the four entities listed above or the Department of Defense or the Department of Veterans Affairs,
- A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants, or
- Any of the following departments if the study or investigation has been reviewed and approved through a system of peer review that the Secretary of Health and Human Services determines (1) to be comparable to the system of peer review of investigations and studies used by the National Institutes of Health, and (2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review:
  - The Department of Veterans Affairs,
  - The Department of Defense, or
  - The Department of Energy.

♦ Studies or investigations done as part of an investigational new drug application reviewed by the Food and Drug Administration.

♦ Studies or investigations done for drug trials that are exempt from the investigational new drug application.

Participation in the clinical trial must be recommended by your *primary care doctor* after deciding it will help you. If the clinical trial is not provided by or through your *medical group*, your *primary care doctor* will refer you to the *doctor* or *health care provider* who provides the clinical trial. Please see "When You Need a Referral" in the section called "When You Need Care" for

information about referrals. You will only have to pay your normal copays for the services you get.

All requests for clinical trials services, including requests that are not part of approved clinical trials, will be reviewed according to our Clinical Coverage Guidelines, related policies and procedures.

Routine patient costs do not include any of the costs associated with any of the following:

- The investigational item, device, or service.
- Any item or service provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the patient.
- Any service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
- Any item, device, or service that is paid for by the sponsor of the trial or is customarily provided by the sponsor free of charge for any enrollee in the trial.

Note: You will pay for costs of services that are not covered.

If you do not agree with the coverage or medical necessity of possible clinical trial services, please read the "Independent Medical Review of Complaints Involving a Disputed Health Care Service" (see Table of Contents).

Ambulance	**Copay**

Ambulance services are covered when you are transported by a state licensed vehicle that is designed, equipped, and used to transport the sick and injured and is staffed by Emergency Medical Technicians (EMTs), paramedics, or other licensed or certified medical professionals. Ambulance services are covered when one or more of the following criteria are met:

- For ground ambulance, you are transported:

- From your home, or from the scene of an accident or medical *emergency*, to a *hospital*,
- Between *hospitals*, including when you are required to move from a *hospital* that does not contract with us to one that does, or
- Between a *hospital* and a *skilled nursing facility* or other approved facility.

♦ For air or water ambulance, you are transported:

- From the scene of an accident or medical *emergency* to a *hospital*,
- Between hospitals, including when you are required to move from a hospital that does not contract with us to one that does, or
- Between a hospital and another approved facility.

Non-emergency ambulance services are subject to medical necessity reviews by us or your *medical group*. *Emergency* ground ambulance services do not require pre-service review. When using an air ambulance in a non-emergency situation, we or your *medical group* reserve the right to select the air ambulance provider. If you do not use the air ambulance selected in a non-emergency situation, no coverage will be provided.

You must be taken to the nearest facility that can provide care for your condition. In certain cases, coverage may be approved for transportation to a facility that is not the nearest facility.

Coverage includes *medically necessary* treatment of an illness or injury by medical professionals from an ambulance service, even if you are not transported to a *hospital*. Ambulance services are not covered when another type of transportation can be used without endangering your health. Ambulance services for your convenience or the convenience of your *family members* or *doctor* are not a covered service.

Other non-covered ambulance services include, but are not limited to, trips to:

- A *doctor's* office or clinic;
- A morgue or funeral home.

If provided through the 911 emergency response system, ambulance services are covered if you reasonably believed that a medical *emergency* existed even if you are not transported to a *hospital*.

Your copays for covered ambulance services are:

- Base charge and mileage ..... **$50** per trip
- Disposable supplies ..... **No charge**
- Monitoring, EKG's or ECG's, cardiac defibrillation, CPR, oxygen, and IV solutions ..... **No charge**

IN SOME AREAS, THERE IS A 9-1-1 EMERGENCY RESPONSE SYSTEM. THIS SYSTEM IS TO BE USED ONLY WHEN THERE IS AN *EMERGENCY*.

IF YOU REASONABLY BELIEVE THAT YOU ARE EXPERIENCING AN EMERGENCY, YOU SHOULD CALL 9-1-1 OR GO DIRECTLY TO THE NEAREST HOSPITAL EMERGENCY ROOM. PLEASE USE THE 9-1-1 SYSTEM FOR MEDICAL EMERGENCIES ONLY.

Important information about air ambulance coverage.
Coverage is only provided for air ambulance services when it is not appropriate to use a ground or water ambulance. For example, if using a ground ambulance would endanger your health and your medical condition requires a more rapid transport to a *hospital* than the ground ambulance can provide, this plan will cover the air ambulance. Air ambulance will also be covered if you are in a location that a ground or water ambulance cannot reach.

Air ambulance will not be covered if you are taken to a *hospital* that is not an acute care *hospital* (such a skilled nursing facility or a rehabilitation facility), or if you are taken to a *doctor's* office or to your home.

Hospital to hospital transport: If you are being transported from one *hospital* to another, air ambulance will only be covered if using a ground ambulance would endanger your health and if the *hospital* that first treats you cannot give you the medical services you need. Certain specialized services are not available at all *hospitals*. For example, burn care, cardiac care, trauma care, and critical care are only available at certain *hospitals*. For services to be covered, you must be taken to the closest *hospital* that can treat you. Coverage is not provided for air ambulance transfers because you, your family, or your *doctor* prefers a specific *hospital* or *doctor*.

Gene Therapy Services	**Copay**
♦ Gene therapy services	**See *copays* that apply**

Your *plan* includes benefits for gene therapy services, when Anthem approves the benefits in advance through precertification. See the "Medical Management Programs" for details on the precertification process. To be eligible for coverage, services must be *medically necessary* and performed by an approved *doctor* at an approved treatment center. Even if a *doctor* is an *Anthem Blue Cross HMO provider* for other services it may not be an approved provider for certain gene therapy services. Please call us to find out which providers are approved *doctors*. (When calling Member Services, ask for the Transplant Case Manager for further details.)

Services Not Eligible for Coverage

Your *plan* does not include benefits for the following:

- Services determined to be Experimental / Investigational;
- Services provided by a non-approved provider or at a non-approved facility; or

- Services not approved in advance through precertification.

Prosthetic Devices	**Copay**

You can get devices to take the place of missing parts of your body.

- Surgical implants (including, but not limited to, cochlear implants) ..... **No charge**
- Artificial limbs or eyes ..... **No charge**
- The first pair of contact lenses or eye glasses when needed after a covered and *medically necessary* eye surgery ..... **No charge**
- Breast prostheses following a mastectomy ..... **No charge**
- *Prosthetic devices* to restore a method of speaking when required as a result of a laryngectomy ..... **No charge**
- Therapeutic shoes and inserts designed to treat foot complications due to diabetes ..... **No charge**
- Certain types of orthotics (braces, boots, splints). Covered services include the initial purchase, fitting, and repair of a custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part ..... **No charge**
- Colostomy supplies ..... **No charge**
- Supplies needed to take care of these devices ..... **No charge**

Mental Health Conditions/ Substance Abuse	**Copay**

You can get services for the *medically necessary* treatment of *mental health conditions* and substance abuse or to prevent the deterioration of chronic conditions. These services do not include programs to stop smoking, or to help with nicotine or tobacco abuse.

Before you get services for facility-based care for the treatment of mental health conditions and substance abuse, you must get our approval first. Read "Medical Management Programs" to find out how to get approvals.

- Inpatient *facility-based care* for the treatment of *mental health conditions* and substance abuse ..... **No charge**

  Inpatient services include hospital services and services from a residential treatment center (including crisis residential treatment) as stated in the "Inpatient Hospital Services" provision of this section, for inpatient services and supplies.

- Inpatient *doctor* visits during a *stay* for the treatment of *mental health conditions* and substance abuse ..... **No charge**

- Outpatient *facility-based care*, including *partial hospitalization programs* and *intensive outpatient programs*, for the treatment of *mental health conditions* and substance abuse..... **No charge**

  Other outpatient services include multidisciplinary treatment in an intensive outpatient psychiatric treatment program, behavioral health treatment for Pervasive Developmental Disorder or autism in the home, and psychological testing.

- Office visits and *intensive in-home behavioral health services* (when available in your area), received from

a *doctor* for the treatment of *mental health conditions* and substance abuse.....**$10**

Office visits include those for the following:

- individual and group mental health evaluation and treatment,
- nutritional counseling for the treatment of eating disorders such as anorexia nervosa and bulimia nervosa,
- drug therapy monitoring,
- individual and group chemical dependency counseling,
- medical treatment for withdrawal symptoms,
- methadone maintenance treatment.

♦ Online care services ..... **No charge**

♦ *Chat therapy*..... **No charge**

♦ Behavioral health treatment for pervasive developmental disorder or autism in an office. **$10**

Inpatient services, outpatient items and services, and office visits, are covered under this section. See the section "Benefits for Pervasive Developmental Disorder or Autism" for a description of the services that are covered. You must get our approval first for all behavioral health treatment services for the treatment of pervasive developmental disorder or autism in order for these services to be covered by this *plan*. Read "Medical Management Programs" to find out how to get approvals. No benefits are payable for these services if our approval is not obtained.

Designated Pharmacy Provider

We may establish one or more *designated pharmacy provider* programs which provide specific pharmacy services (including shipment of *prescription drugs*) to *members*. An *Anthem Blue Cross HMO provider* is not necessarily a *designated pharmacy provider*. To be a *designated pharmacy provider*, the *Anthem Blue*

Cross HMO provider must have signed a *designated pharmacy provider* agreement with us. You or your *doctor* can contact Pharmacy Member Services to learn which *pharmacy* or *pharmacies* are part of a *designated pharmacy provider* program.

For *prescription drugs* that are shipped to you or your *doctor* and administered in your *doctor's* office, you and your *doctor* are required to order from a *designated pharmacy provider*. A patient care coordinator will work with you and your *doctor* to obtain precertification and to assist shipment to your *doctor's* office.

We may also require you to use a *designated pharmacy provider* to obtain *prescription drugs* for treatment of certain clinical conditions. We reserve our right to modify the list of *prescription drugs* as well as the setting and/or level of care in which the care is provided to you. We may, from time to time, change with or without advance notice, the *designated pharmacy provider* for a *drug*, such change can help provide cost effective, value based and/or quality services.

If you are required to use a *designated pharmacy provider* and you choose not to obtain your *prescription drug* from a *designated pharmacy provider*, you will not have coverage for that *prescription drug*.

You can get the list of the *prescription drugs* covered under this section by calling Pharmacy Member Services at the phone number on the back of your Identification Card or check our website at www.anthem.com.

Benefits for Pervasive Developmental Disorder or Autism

This *plan* provides coverage for behavioral health treatment for Pervasive Developmental Disorder or autism. This coverage is provided according to the terms and conditions of this *plan* that apply to all other medical conditions, except as specifically stated in this section.

Behavioral health treatment services covered under this *plan* are subject to the same deductibles, coinsurance, and copayments, if any, that apply to services provided for other covered medical conditions. Services provided by Qualified Autism Service Providers, Qualified Autism Service Professionals, and Qualified Autism Service Paraprofessionals (see the "Definitions" below) will be covered under *plan* benefits that apply for outpatient office visits or other outpatient items and services. Services provided in a facility, such as the outpatient department of a *hospital*, will be covered under *plan* benefits that apply to such facilities. See also the section "Mental Health Conditions/Substance Abuse" for more detail.

You must obtain our approval in advance for all behavioral health treatment services for the treatment of Pervasive Developmental Disorder or autism in order for these services to be covered by this *plan* (see "Medical Management Programs" for details). No benefits are payable for these services if our approval is not obtained. You must receive services from an *Anthem Blue Cross HMO provider* in order for these services to be covered, unless you obtain an *authorized referral* to a non-*Anthem Blue Cross HMO provider* (see "Medical Management Programs" for details).

The meanings of key terms used in this section are shown below. Whenever any of the key terms shown below appear in this section, the first letter of each word will be capitalized. When you see these capitalized words, you should refer to this "Definitions" provision.

Definitions

Pervasive Developmental Disorder or autism means one or more of the disorders defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders.

Applied Behavior Analysis (ABA) means the design, implementation, and evaluation of systematic instructional and environmental modifications to promote positive social behaviors and reduce or ameliorate behaviors which interfere with learning and social interaction.

Intensive Behavioral Intervention means any form of Applied Behavioral Analysis that is comprehensive, designed to address all domains of functioning, and provided in multiple settings, depending on the individual's needs and progress. Interventions can be delivered in a one-to-one ratio or small group format, as appropriate.

Qualified Autism Service Provider is either of the following:

- A person who is certified by a national entity, such as the Behavior Analyst Certification Board, with a certification that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for Pervasive Developmental Disorder or autism, provided the services are within the experience and competence of the person who is nationally certified; or
- A person licensed as a physician and surgeon (M.D. or D.O.), physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist pursuant to state law, who designs, supervises, or provides treatment for Pervasive Developmental Disorder or autism, provided the services are within the experience and competence of the licensee.

Our network of *Anthem Blue Cross HMO providers* is limited to licensed Qualified Autism Service Providers who contract with us and who may supervise and employ Qualified Autism Service Professionals or Qualified Autism Service Paraprofessionals who provide and administer Behavioral Health Treatment.

Qualified Autism Service Professional is a provider who meets all of the following requirements:

- Provides behavioral health treatment, which may include clinical case management and case supervision under the direction and supervision of a Qualified Autism Service Provider,
- Is supervised by a Qualified Autism Service Provider,

- Provides treatment according to a treatment plan developed and approved by the Qualified Autism Service Provider,
- Is a behavioral service provider who meets the education and experience qualifications described in Section 54342 of Title 17 of the California Code of Regulations for an associate behavior analyst, behavior analyst, behavior management assistant, behavior management consultant, or behavior management program,
- Has training and experience in providing services for Pervasive Developmental Disorder or autism pursuant to Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code or Title 14 (commencing with Section 95000) of the Government Code, and
- Is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.

Qualified Autism Service Paraprofessional is an unlicensed and uncertified individual who meets all of the following requirements:

- Is supervised by a Qualified Autism Service Provider or Qualified Autism Service Professional at a level of clinical supervision that meets professionally recognized standards of practice,
- Provides treatment and implements services pursuant to a treatment plan developed and approved by the Qualified Autism Service Provider,
- Meets the education and training qualifications described in Section 54342 of Title 17 of the California Code of Regulations,
- Has adequate education, training, and experience, as certified by a Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers, and

- Is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.

Behavioral Health Treatment Services Covered

The behavioral health treatment services covered by this *plan* for the treatment of Pervasive Developmental Disorder or autism are limited to those professional services and treatment programs, including Applied Behavior Analysis and evidence-based behavior intervention programs, that develop or restore, to the maximum extent practicable, the functioning of an individual with Pervasive Developmental Disorder or autism and that meet all of the following requirements:

- The treatment must be prescribed by a licensed physician and surgeon (an M.D. or D.O.) or developed by a licensed psychologist,

- The treatment must be provided under a treatment plan prescribed by a Qualified Autism Service Provider and administered by one of the following: (a) Qualified Autism Service Provider, (b) Qualified Autism Service Professional supervised by the Qualified Autism Service Provider, or (c) Qualified Autism Service Paraprofessional supervised by a Qualified Autism Service Provider or Qualified Autism Service Professional, and

- The treatment plan must have measurable goals over a specific timeline and be developed and approved by the Qualified Autism Service Provider for the specific patient being treated. The treatment plan must be reviewed no less than once every six months by the Qualified Autism Service Provider and modified whenever appropriate, and must be consistent with applicable state law that imposes requirements on the provision of Applied Behavioral Analysis services and Intensive Behavioral Intervention services to certain persons pursuant to which the Qualified Autism Service Provider does all of the following:

- Describes the patient's behavioral health impairments to be treated,
- Designs an intervention plan that includes the service type, number of hours, and parent participation needed to achieve the intervention plan's goal and objectives, and the frequency at which the patient's progress is evaluated and reported,
- Provides intervention plans that utilize evidence-based practices, with demonstrated clinical efficacy in treating Pervasive Developmental Disorder or autism,
- Discontinues Intensive Behavioral Intervention services when the treatment goals and objectives are achieved or no longer appropriate, and
- The treatment plan is not used for purposes of providing or for the reimbursement of respite care, day care, or educational services, and is not used to reimburse a parent for participating in the treatment program. The treatment plan must be made available to us upon request.

Medical Management Programs

In order to be covered by this *plan*, most services must be provided or coordinated by your *primary care doctor* and OK'd by your *medical group* or Anthem. These services include scheduled non-emergency hospital or skilled nursing facility stays; non-emergency outpatient services or surgeries; transplant and bariatric services; visits for physical therapy, physical medicine, occupational therapy and chiropractic services; durable medical equipment; infusion or home therapy; home health care; and diagnostic and laboratory procedures.

Exceptions to this rule are explained in the section "When You Need Care" earlier in this booklet. You may get care for the treatment of certain conditions directly, without getting an OK from your *medical group*. Some of these services must however be reviewed and approved by us in advance, through our Medical

Management Programs, which consist of the Utilization Review Program and the Authorization Program.

The services that need to be reviewed and approved by us are indicated as such in the "What We Cover" section. You're also welcome to call the *Member Services number* on your *member* ID card for a list of services that need to be reviewed.

We will provide benefits only if you are covered at the time you get services and our payment will follow the terms and requirements of this *plan*.

Utilization Review Program

Your Plan includes the process of utilization review to decide when services are Medically Necessary or *experimental* / *investigative* as those terms are defined in "Important Words to Know" section. Utilization review aids the delivery of cost-effective health care by reviewing the use of treatments and, when proper, level of care and/or the setting or place of service that they are performed.

Reviewing where services are provided

A service must be *medically necessary* to be a covered service. When level of care, setting or place of service is reviewed, services that can be safely given to you in a lower level of care or lower cost setting / place of care, will not be *medically necessary* if they are given in a higher level of care, or higher cost setting / place of care. This means that a request for a service may be denied because it is not *medically necessary* for the service to be provided where it is being requested. When this happens the service can be requested again in another place and will be reviewed again for medical necessity. At times a different provider or facility may need to be used in order for the service to be considered *medically necessary*. Examples include, but are not limited to:

- A service may be denied on an inpatient basis at a *hospital* but may be approvable if provided on an outpatient basis at a *hospital*.

- A service may be denied on an outpatient basis at a *hospital* but may be approvable at a free standing imaging center, infusion center, ambulatory surgery center, or in a *doctor's* office.
- A service may be denied at a *skilled nursing facility* but may be approvable in a home setting.

Utilization review criteria will be based on many sources including medical policy and clinical guidelines. Anthem may decide that a treatment that was asked for is not *medically necessary* if a clinically equivalent treatment that is more cost-effective is available and appropriate. "Clinically equivalent" means treatments that for most *members*, will give you similar results for a disease or condition.

If you have any questions about the utilization review process, the medical policies or clinical guidelines, you may call the Member Services phone number on the back of your identification card.

Coverage for or payment of the service or treatment reviewed is not guaranteed. For benefits to be covered, on the date you get service:

- ♦ You must be eligible for benefits;
- ♦ The service or supply must be covered under your *plan*;
- ♦ The service cannot be subject to an exclusion under your plan (please see "What We Do Not Cover" for more information); and
- ♦ You must not have exceeded any applicable limits under your *plan*.

Types of Reviews

- ♦ **Pre-service review –** A review of a service, treatment or admission for a benefit coverage determination which is done before the service or treatment begins or admission date.
    - **Precertification** – A required pre-service review for a benefit coverage determination for a service or treatment. Certain services require precertification in order for you to

get benefits. The benefit coverage review will include a review to decide whether the service meets the definition of medical necessity or is *experimental* / *investigative* as those terms are defined in this booklet.

For admissions following *emergency* care, you, your authorized representative or *doctor* must tell us within 24 hours of the admission or as soon as possible within a reasonable period of time.

For childbirth admissions, precertification is not needed for the first 48 hours for a vaginal delivery or 96 hours for a cesarean section. Admissions longer than 48/96 hours require precertification.

For inpatient *hospital* stays for mastectomy surgery, including the length of *hospital* stays associated with mastectomy, precertification is not needed.

- **Continued Stay** - A utilization review of a service, treatment or admission for a benefit coverage determination which must be done during an ongoing stay in a *hospital* or course of treatment.

  Both pre-service and continued stay may be considered urgent when, in the view of the treating provider or any *doctor* with knowledge of your medical condition, without such care or treatment, your life or health or your ability to regain maximum function could be seriously threatened or you could be subjected to severe pain that cannot be adequately managed without such care or treatment. Urgent reviews are conducted under a shorter timeframe than standard reviews.

- **Post-service Review –** A review of a service, treatment or admission for a benefit coverage that is conducted after the service has been provided. Post-service reviews are performed when a service, treatment or admission did not need a precertification, or when a needed precertification was not obtained. Post-service reviews are done for a service, treatment or admission in which we have a related clinical coverage guideline and are typically initiated by us.

Services for which precertification is required (i.e., services that need to be reviewed by us or your *medical group*, as applicable, to determine whether they are *medically necessary*) include, but are not limited to, the following:

- Inpatient and outpatient facility *facility-based care* for the treatment of *mental health conditions* or substance abuse (including detoxification, rehabilitation, and residential treatment);
- Behavioral health treatment for Pervasive Developmental Disorder or autism;
- *Partial hospitalization programs*, *intensive outpatient programs*, and transcranial magnetic stimulation (TMS);
- Air-ambulance services for non-*emergency hospital* to *hospital* transfers;
- Certain non-*emergency* ground ambulance services;
- Transgender services, including transgender travel expense, as specified under the "Transgender Services" provision of "What We Cover". A *doctor* must diagnose you with Gender Identity Disorder or Gender Dysphoria; and
- Other specific procedures, wherever performed, as specified by us.

For a list of current procedures requiring precertification, please call the toll-free number for Member Services printed on your identification card.

Who is Responsible for Precertification?

Typically, *Anthem Blue Cross HMO providers* know which services need precertification and will get any precertification when needed. Your *medical group* or *primary care doctor* and other *Anthem Blue Cross HMO providers* have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the *doctor* or *hospital* will get in touch with us to ask for a precertification. However, you may request a precertification or you may choose an authorized

representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older. The table below outlines who is responsible for precertification and under what circumstances.

Provider Network Status	Responsibility to Get Precertification	Comments
Anthem Blue Cross HMO providers	Provider	*Anthem Blue Cross HMO providers* must get precertification when required
Non-*Anthem Blue Cross HMO providers*	*Member*	*Member* has no benefit coverage for a non-*Anthem Blue Cross HMO provider* unless: • The *member* gets approval to use a non-*Anthem Blue Cross HMO provider* before the service is given, or; • The *member* requires out-of-area *urgent care* or an *emergency* care admission (See note below.) If these are true, then • *Member* must get precertification by calling Member Services when required. For an *emergency* care admission,

Provider Network Status	Responsibility to Get Precertification	Comments
		precertification is not required. However, you, your authorized representative, or *doctor* must tell us within 24 hours of the admission or as soon as possible within a reasonable period of time. • *Member* may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and / or setting is found to not be *medically necessary*, or is not *emergency* care.
Blue Card Provider	*Member* (Except for Inpatient Admissions)	*Member* has no benefit coverage for a BlueCard provider unless: • The *member* gets approval to use a BlueCard provider before the service is given, or; • The *member* requires *urgent care* or an *emergency* care

Provider Network Status	Responsibility to Get Precertification	Comments
		admission (See note below.) If these are true, then • The *member* must call Member Services to get precertification when required. For an *emergency* care admission, precertification is not required. However, you, your authorized representative, or *doctor* must tell us within 24 hours of the admission or as soon as possible within a reasonable period of time. • *Member* may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and / or setting is found to not be *medically necessary*, or is not an *emergency*. • Blue Card providers must obtain

Provider Network Status	Responsibility to Get Precertification	Comments
		precertification for all inpatient admissions.
NOTE: For an *emergency* care admission, precertification is not required. However, you, your authorized representative or *doctor* must tell us within 24 hours of the admission or as soon as possible within a reasonable period of time.		

How Decisions are Made

Our clinical coverage guidelines, such as medical policy, clinical guidelines and other applicable policies and procedures are used to help make medical necessity decisions. Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. We reserve the right to review and update these clinical coverage guidelines from time to time.

You are entitled to ask for and get, free of charge, reasonable access to any records concerning your request. To ask for this information, call the precertification phone number on the back of your identification card.

If you are not satisfied with the decision under this section of your benefits, please refer to the section entitled "How to Make a Complaint" to see what rights may be available to you.

Decision and Notice Requirements

Requests for medical necessity will be reviewed according to the timeframes listed below. The timeframes and requirements listed are based on state and federal laws. Where state laws are stricter than federal laws, state laws will be followed. If you live in and/or get services in a state other than the state where your *plan* was issued other state-specific requirements may apply. You may call the phone number on the back of your ID card for more details.

Request Category	Timeframe Requirement for Decision
Urgent Pre-Service	72 hours from the receipt of the request
Non-Urgent Pre-Service	5 business days from the receipt of the request
Continued Stay Review when hospitalized at the time of the request and no previous authorization exists	72 hours from the receipt of the request
Urgent Continued Stay Review when request is received at least 24 hours before the end of the previous authorization	24 hours from the receipt of the request
Urgent Continued Stay Review when request is received less than 24 hours before the end of the previous authorization	72 hours from the receipt of the request
Non-Urgent Continued Stay Review	5 business days from the receipt of the request
Post-service Review	30 calendar days from the receipt of the request

If more information is needed to make a decision, the requesting provider will be informed of the specific information needed to finish the review. If the specific information needed is not

received by the required timeframe, a decision will be made based upon the information received up to that point.

You and your doctor will be notified of the decision as required by state and federal law. Notice may be given by one or more of the following methods: verbal, written, and/or electronic.

For a copy of the Medical Necessity Review Process, please contact Member Services at the telephone number on the back of your Identification Card.

Revoking or modifying a Precertification Review decision. Anthem will determine **in advance** whether certain services (including procedures and admissions) are *medically necessary* and are the appropriate length of stay, if applicable. These review decisions may be revoked or modified prior to the service being rendered for reasons including but not limited to the following:

- Your coverage under this *plan* ends;
- The *agreement* with the *group* terminates;
- You reach a benefit maximum that applies to the service in question;
- Your benefits under the *plan* change so that the service is no longer covered or is covered in a different way.

Authorization Program

The authorization program provides prior approval for medical care or service by a non-*Anthem Blue Cross HMO provider*. The service you receive must be a covered benefit of this *plan*.

You must get approval before you get any non-emergency or non-urgent service from a non-*Anthem Blue Cross HMO provider* for the following services:

- **Treatment of *mental health conditions* or substance abuse,**
- **Behavioral health treatment for pervasive developmental disorder or autism,**

- **Transgender services, including transgender travel expense, and**
- **Other specific procedures, wherever performed, as specified by us.**

The toll-free number to call for prior approval is on your Member ID card.

If you get any of these services, and do not follow the procedures set forth in this section, no benefits will be provided for that service.

Authorized Referrals. In order for the benefits of this *plan* to be provided, you must get approval **before** you get services from non-*Anthem Blue Cross HMO providers*. When you get proper approvals, these services are called *authorized referral* services.

Effect on Benefits. If you receive *authorized referral* services from a non-*Anthem Blue Cross HMO provider*, the applicable *Anthem Blue Cross HMO provider* copays will apply. When you do not get a referral, **no benefits are provided** for services received from a non-*Anthem Blue Cross HMO provider*.

If you receive covered non-*emergency* services at an *Anthem Blue Cross HMO hospital* or facility at which, or as a result of which, you receive services provided by a non-*Anthem Blue Cross HMO provider*, you will pay no more than the same cost sharing that you would pay for the same covered services received from an *Anthem Blue Cross HMO provider*.

How to Get an Authorized Referral. You or your *doctor* must call the toll-free telephone number on your Member ID card **before** scheduling an admission to, or before you get the services of, a non-*Anthem Blue Cross HMO provider*.

When an Authorized Referral Will be Provided. Referrals to non-*Anthem Blue Cross HMO providers* will be approved only when all of the following conditions are met:

- There is no *Anthem Blue Cross HMO provider* who practices the specialty you need, provides the required services or has the necessary facilities; AND
- You are referred to the non-*Anthem Blue Cross HMO provider* by a *doctor* who is an *Anthem Blue Cross HMO provider;* AND
- We authorize the services as *medically necessary* before you get the services.

Exceptions to the Medical Management Program

From time to time, we may waive, enhance, modify, or discontinue certain medical management processes (including utilization review) if, in our discretion, such a change furthers the provision of cost effective, value based and quality services. In addition, we may select certain qualifying health care providers to participate in a program or a *doctor* arrangement that exempts them from certain procedural or medical management processes that would otherwise apply. We may also exempt claims from medical review if certain conditions apply.

If we exempt a process, health care provider, or claim from the standards that would otherwise apply, we are in no way obligated to do so in the future, or to do so for any other health care provider, claim, or *member*. We may stop or modify any such exemption with or without advance notice.

We also may identify certain providers to review for potential fraud, waste, abuse or other inappropriate activity if the claims data suggests there may be inappropriate billing practices. If a provider is selected under this program, then we may use one or more clinical utilization management guidelines in the review of claims submitted by this provider, even if those guidelines are not used for all providers delivering services to this *plan's members*.

You may determine whether a health care provider participates in certain programs or a *doctor* arrangement by checking our online provider directory on our website at www.anthem.com/ca or by calling us at the Member Services telephone number listed on your ID card.

Health Plan Individual Case Management

The health plan individual case management program enables us to assist you to obtain medically appropriate care in a more economical, cost-effective and coordinated manner during prolonged periods of intensive medical care. Through a case manager, we discuss possible options for an alternative plan of treatment which may include services not covered under this *plan*. It is not your right to receive individual case management, nor do we have an obligation to provide it; we provide these services at our sole and absolute discretion.

How Health Plan Individual Case Management Works

Our health plan individual case management program (Case Management) helps coordinate services for *members* with health care needs due to serious, complex, and/or chronic health conditions. Our programs coordinate benefits and educate *members* who agree to take part in the Case Management program to help meet their health-related needs.

Our Case Management programs are confidential and voluntary, and are made available at no extra cost to you. These programs are provided by, or on behalf of and at the request of, your health plan case management staff. These Case Management programs are separate from any covered services you are receiving.

If you meet program criteria and agree to take part, we will help you meet your identified health care needs. This is reached through contact and team work with you and /or your chosen authorized representative, treating *doctors*, and other providers.

In addition, we may assist in coordinating care with existing community-based programs and services to meet your needs. This

may include giving you information about external agencies and community-based programs and services.

Alternative Treatment Plan. In certain cases of severe or chronic illness or injury, we may provide benefits for alternate care that is not listed as a covered service. We may also extend services beyond the benefit maximums of this *plan*. We will make our decision case-by-case, if in our discretion the alternate or extended benefit is in the best interest of the *member* and us. A decision to provide extended benefits or approve alternate care in one case does not obligate us to provide the same benefits again to you or to any other member. We reserve the right, at any time, to alter or stop providing extended benefits or approving alternate care. In such case, we will notify you or your authorized representative in writing.

Acute Care at Home Programs

Anthem has programs available that offer acute care to *members* where they live as an alternative to staying in a facility, when the *member's* condition and the covered services to be delivered, are appropriate for the home setting. We refer to these programs as Acute Care at Home Programs. These programs provide care for active, short-term treatment of a severe injury or episode of illness, an urgent medical condition, or during recovery from surgery. Acute care services are generally delivered by teams of health care *doctors* from a range of medical and surgical specialties. The Acute Care at Home Programs are separate from our Home Health Care benefit, are only available in certain service areas, and are only provided if the *member's* home meets accessibility requirements.

Covered services provided by Acute Care at Home Programs may include *doctor* services (either in-person or via telemedicine), diagnostic services, surgery, home care services, home infusion therapy, *prescription drugs* administered by a *doctor*, therapy services, and follow-up care in the community. *Prescription drugs* at a *member drugstore* or mail order are not included in these programs. Benefits for those *drugs* are described under the "Getting Prescription Drugs" section. Acute Care at Home

Programs may also include services required to set up telemedicine technology for in-home patient monitoring, and may include coverage for meals.

Members who qualify for these programs will be contacted by our *doctor*, who will discuss how treatment will be structured, and what costs may be required for the services. Benefit limits that might otherwise apply to outpatient or home care services, (e.g., home care visits, physical therapy, etc.), may not apply to these programs.

Your participation in these programs is voluntary. If you choose to participate, your *doctor* will discuss the length of time that benefits are available under the program (e.g., the Acute Care at Home Benefit Period) when you enroll. The Acute Care at Home Benefit Period typically begins on the date your Acute Care at Home Provider sets up services in your home, and lasts until the date you are discharged from the program.

Any covered services received before or after the Acute Care at Home Benefit Period will be covered according to the other benefits of this *plan*.

What We Do Not Cover

It's important for you to know that we are not able to cover all the care you may want. Some services and supplies are not covered and some have limited benefits.

Remember:

In most cases, you cannot get any care that has not been OK'd by your *primary care doctor*, your *medical group*, or Anthem.

Kinds of Services You Cannot Get with this Plan

- **Care Not Approved.** Care you got from a health care provider without the OK of your *primary care doctor* or a *doctor* specializing in OB-GYN in your *medical group*, except for *emergency services* or out-of-area *urgent care*. If, however, you receive covered non-*emergency* services at an *Anthem Blue Cross HMO hospital* or facility at which, or as a result of which, you receive services provided by a non-*Anthem Blue Cross HMO provider*, you will pay no more than the same cost sharing that you would pay for the same covered services received from an *Anthem Blue Cross HMO provider*.

- **Care Not Covered.** Services you got before you were on the *plan*, or after your coverage ended.

- **Care Not Needed.** Any services or supplies that are not *medically necessary*.

  This exclusion does not apply to services that are mandated by state or federal law, or listed as covered under "What We Cover" and/or "Getting Prescription Drugs".

- **Incarceration.** For care required while incarcerated in a federal, state or local penal institution or required while in custody of federal, state or local law enforcement authorities, including work release programs, unless otherwise required by law or regulation.

- **Experimental or Investigative.** Any *experimental* or *investigative* procedure or medication. But, if you are denied benefits because it is determined that the requested treatment is *experimental* or *investigative*, you may ask that the denial be reviewed by an external independent medical review organization. (See the section "Review of Denials of Experimental or Investigative Treatment" for how to ask for a review of your benefit denial.)

- **Family Members.** Services prescribed, ordered, referred by or given by a member of your immediate family, including your *spouse*, *child*, brother, sister, parent, in-law or self.

- **Government Treatment.** Any services actually given to you by a local, state or federal government agency, or by a public school system or school district, except when this *plan's* benefits, must be provided by law. We will not cover payment for these services if you are not required to pay for them or they are given to you for free. You are not required to seek any such services prior to receiving *medically necessary* health care services that are covered by this *plan*.

- **Non-Licensed Providers.** Treatment or services rendered by non-licensed health care providers and treatment or services for which the provider of services is not required to be licensed. This includes treatment or services from a non-licensed provider under the supervision of a licensed *doctor*, except as specifically provided or arranged by us. This exclusion does not apply to the *medically necessary* treatment of pervasive developmental disorder or autism, to the extent stated in the section "Benefits for Pervasive Developmental Disorder or Autism". Additionally, this exclusion does not apply to the *medically necessary* services to treat *severe mental disorders* or serious emotional disturbances of a child as required by state law.

- **Services Given by Providers Who Are Not With Anthem Blue Cross HMO.** We will not cover these services unless your *primary care doctor* refers you, except for *emergencies* or out-of-area *urgent care*.

- **Services Received Outside of the United States.** Services rendered by providers located outside the United States, unless the services are for *emergencies,* emergency ambulance services and *urgent care*.

- **Services Not Needing Payment.** Services you are not required to pay for or are given to you at no charge, except services you got at a charitable research *hospital* (not with the government). This *hospital* must:

  - Be known throughout the world as devoted to medical research.
  - Have at least 10% of its yearly budget spent on research not directly related to patient care.
  - Have 1/3 of its income from donations or grants (not gifts or payments for patient care).
  - Accept patients who are not able to pay.
  - Serve patients with conditions directly related to the *hospital*'s research (at least 2/3 of their patients).

- **Waived Cost-Shares non-*Anthem Blue Cross HMO provider*.** For any service for which you are responsible under the terms of this booklet to pay a copayment, coinsurance or deductible, and the copayment, coinsurance or deductible is waived by a non-*Anthem Blue Cross HMO provider*.

- **Work-Related.** Care for health problems that are work-related if such health problems are or can be covered by workers' compensation, an employer's liability law, or a similar law. We will provide care for a work-related health problem, but, we have the right to be paid back for that care. See "Other Things You Should Know: Getting Repaid by a Third Party" on a later page.

- **Medicare.** For which benefits are payable under Medicare Parts A and/or B, or would have been payable if you had applied for Parts A and/or B, except as listed in this booklet or as required by federal law, as described in the section titled

"OTHER THINGS YOU SHOULD KNOW: IF YOU QUALIFY FOR MEDICARE". If you do not enroll in Medicare Part B when you are eligible, you may have large out-of-pocket costs. Please refer to Medicare.gov for more details on when you should enroll and when you are allowed to delay enrollment without penalties.

Other Services Not Covered

- **Acupressure.** Acupressure, or massage to help pain, treat illness or promote health by putting pressure to one or more areas of the body.
- **Aids for Non-verbal Communication.** Devices and computers to assist in communication and speech except for speech aid devices and tracheoesophageal voice devices approved by Anthem.
- **Air Conditioners.** Air purifiers, air conditioners, or humidifiers.
- **Autopsies.** Autopsies and post-mortem testing.
- **Blood.** Benefits are not provided for the collection, processing and storage of self-donated blood unless it is specifically collected for a planned and covered surgical procedure.
- **Braces or Other Appliances or Services** for straightening the teeth (orthodontic services) except as specifically stated in "Reconstructive Surgery" and "Dental Care" under the section What We Cover.
- **Clinical Trials.** Any investigational *drugs* or devices, non-health services required for you to receive the treatment, the costs of managing the research, or costs that would not be a covered service under this *plan* for non-investigative treatments, unless specifically stated in "Clinical Trials" under the section, What We Cover.
- **Commercial Weight Loss Programs.** Weight loss programs, whether or not they are pursued under medical or *doctor* supervision, unless specifically listed as covered in this *plan*.

This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

This exclusion does not apply to *medically necessary* treatments for morbid obesity or for treatment of anorexia nervosa or bulimia nervosa.

- **Consultations** given using telephones, facsimile machines, or electronic mail. This exclusion does not apply to the *medically necessary* services to treat *severe mental disorders* or serious emotional disturbances of a child as required by state law.
- **Cosmetic Surgery.** Surgery or other services done to change or reshape normal parts or tissues of the body to improve appearance.
- **Custodial Care or Rest Cures.** Room and board charges for a *hospital stay* mostly for a change of scene or to make you feel good. Services given by a rest home, a home for the aged, or any place like that.
- **Dental Devices for Snoring.** Oral appliances for snoring.
- **Dental Services or Supplies.** For dental treatment, regardless of origin or cause, except as specified below. "Dental treatment" includes but is not limited to preventative care and fluoride treatments; dental x rays, supplies, appliances, dental implants and all associated expenses; diagnosis and treatment related to the teeth, jawbones or gums, including but not limited to:

  - Extraction, restoration, and replacement of teeth;
  - Services to improve dental clinical outcomes.

  This exclusion does not apply to the following:

  - Services which we are required by law to cover;
  - Services specified as covered in this booklet**;**
  - Dental services to prepare the mouth for radiation therapy to treat head and/or neck cancer.

- **Drugs Given to you by a Doctor.** The following exclusions apply to *drugs* you receive from a *doctor*:

  - **Delivery Charges.** Charges for the delivery of *prescription drugs*.

  - **Clinically-Equivalent Alternatives.** Certain *prescription drugs* may not be covered if you could use a clinically equivalent *drug*, unless required by law. "Clinically equivalent" means *drugs* that for most *members*, will give you similar results for a disease or condition. If you have questions about whether a certain *drug* is covered and which *drugs* fall into this group, please call the number on the back of your Identification Card, or visit our website at www.anthem.com.

    If you or your *doctor* believes you need to use a different *prescription drug*, please have your *doctor* or pharmacist get in touch with us. We will cover the other *prescription drug* only if we agree that it is *medically necessary* and appropriate over the clinically equivalent *drug*. We will review benefits for the *prescription drug* from time to time to make sure the *drug* is still *medically necessary***.**

  - **Compound Drugs.** *Compound drugs* unless all of the ingredients are FDA-approved in the form in which they are used in the *compound drug* and as designated in the FDA's Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a *prescription* to dispense, and the *compound drug* is not essentially the same as an FDA-approved product from a *drug* manufacturer. Exceptions to non-FDA approved compound ingredients may include multi-source, non-proprietary vehicles and/or pharmaceutical adjuvants.

  - **Drugs Contrary to Approved Medical and Professional Standards.** *Drugs* given to you or prescribed in a way that is against approved medical and professional standards of practice.

- **Drugs Over Quantity or Age Limits.** *Drugs* which are over any quantity or age limits set by the *plan* or us.
- **Drugs Over the Quantity Prescribed or Refills After One Year.** *Drugs* in amounts over the quantity prescribed or for any refill given more than one year after the date of the original *prescription*.
- **Drugs Prescribed by Providers Lacking Qualifications, Registrations and/or Certifications.** *Prescription drugs* prescribed by a provider that does not have the necessary qualifications, registrations and/or certifications as determined by us.
- **Drugs That Do Not Need a Prescription.** *Drugs* that do not need a *prescription* by federal law (including *drugs* that need a *prescription* by state law, but not by federal law), except for injectable insulin. This exclusion does not apply to over-the-counter *drugs* that we must cover under state law, or federal law when recommended by the U.S. Preventive Services Task Force, and prescribed by a *doctor*.
- **Lost or Stolen Drugs.** Refills of lost or stolen *drugs*.
- **Non-Approved Drugs.** *Drugs* not approved by the FDA.

♦ **Eye Exercises or Services and Supplies for Correcting Vision.** Optometry services, eye exercises, and orthoptics, except for eye exams to find out if your vision needs to be corrected. Eyeglasses or contact lenses are not covered. Contact lens fitting is not covered.

♦ **Eye Surgery for Refractive Defects.** Any eye surgery just for correcting vision (like nearsightedness and/or astigmatism). Contact lenses and eyeglasses needed after this surgery.

♦ **Food or Dietary Supplements.** Nutritional and/or dietary supplements and counseling, except as provided in this *plan* or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can

be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist. This exclusion does not apply to the *medically necessary* services to treat *severe mental disorders* or serious emotional disturbances of a child as required by state law.

- **Growth Hormone Treatment.** Any treatment, device, *drug*, service or supply (including surgical procedures, devices to stimulate growth and growth hormones), solely to increase or decrease height or alter the rate of growth.
- **Health Club Membership.** Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment, or facilities used for developing or maintaining physical fitness, even if ordered by a *doctor*. This exclusion also applies to health spas.
- **Hearing Aids.** Hearing aids, including bone-anchored hearing aids, or services for fitting or making a hearing aid. This exclusion does not apply to cochlear implants.
- **Hospital Services Billed Separately.** Services rendered by *hospital* resident *doctors* or interns that are billed separately. This includes separately billed charges for services rendered by employees of *hospitals*, labs or other institutions, and charges included in other duplicate billings.
- **Hyperhidrosis Treatment.** Medical and surgical treatment of excessive sweating (hyperhidrosis).
- **Immunizations.** Immunizations needed to travel outside the USA.
- **In-vitro Fertilization.** Services or supplies for in-vitro fertilization (IVF) for purposes of pre-implant genetic diagnosis (PGD) of embryos, regardless of whether they are provided in connection with infertility treatment.
- **Infertility Treatment.** Any infertility treatment including artificial insemination or in vitro fertilization, and sperm banks.

- **Lifestyle Programs.** Programs to help you change how you live, like fitness clubs, or dieting programs. This does not apply to cardiac rehabilitation programs approved by your *medical group*.

- **Medical Equipment, Devices and Supplies.** This *plan* does not cover the following:

  - Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.

  - Surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury.

  - Enhancements to standard equipment and devices that is not *medically necessary*.

  - Supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is *medically necessary* in your situation.

  - Disposable supplies for use in the home such as bandages, gauze, tape, antiseptics, dressings, ace-type bandages, and any other supplies, dressings, appliances or devices that are not specifically listed as covered under the "Medical Equipment" in the section What We Cover.

  This exclusion does not apply to *medically necessary* treatment as specifically stated in "Medical Equipment" under the section What We Cover.

- **Educational or Academic Services.** Services, supplies or room and board for teaching, vocational, or self-training purposes. This includes, but is not limited to boarding schools and/or the room and board and educational components of a residential program where the primary focus of the program is educational in nature rather than treatment based.

  This exclusion does not apply to the *medically necessary* treatment of pervasive developmental disorder or autism, to the extent stated in the section "Benefits for Pervasive Developmental Disorder or Autism". Additionally, this

exclusion does not apply to the *medically necessary* services to treat *severe mental disorders* or serious emotional disturbances of a child as required by state law.

- **Mobile/Wearable Devices.** Consumer wearable / personal mobile devices such as a smart phone, smart watch, or other personal tracking devices), including any software or applications.
- **Non-Prescription Drugs.** Non-prescription, over-the-counter drugs or medicines, except as specifically stated in this booklet.
- **Foot Orthotics.** Foot orthotics, orthopedic shoes or footwear or support items unless used for a systemic illness affecting the lower limbs, such as severe diabetes.
- **Outpatient Drugs.** Outpatient *prescription drugs* or medications including insulin except *drugs* for abortion or contraception when taken in the *doctor's* office. (Also see Getting Prescription Drugs and Preventive Care Services for what is covered)
- **Personal Care and Supplies.** Services for your personal care, such as: help in walking, bathing, dressing, feeding, or preparing food. Any supplies for comfort, hygiene or beauty purposes.
- **Private Contracts.** Services or supplies provided pursuant to a private contract between the *member* and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.
- **Private Duty Nursing.** Private duty nursing services given in a *hospital* or *skilled nursing facility*. Private duty nursing services are a covered service only when given as part of the "Home Health Care" benefit.
- **Residential Accommodations.** Residential accommodations to treat medical or behavioral health conditions, except when provided in a *hospital*, *hospice*, *skilled nursing facility* or

residential treatment center. This exclusion includes procedures, equipment, services, supplies or charges for the following:

- Domiciliary care provided in a residential institution, treatment center, halfway house, or school because a *member's* own home arrangements are not available or are unsuitable, and consisting chiefly of room and board, even if therapy is included.
- Care provided or billed by a hotel, health resort, convalescent home, rest home, nursing home or other extended care facility home for the aged, infirmary, school infirmary, institution providing education in special environments, supervised living or halfway house, or any similar facility or institution.
- Services or care provided or billed by a school, *custodial care* center for the developmentally disabled, or outward bound programs, even if psychotherapy is included.

This exclusion does not apply to the *medically necessary* services to treat *severe mental disorders* or serious emotional disturbances of a child, as required by state or federal law.

♦ **Routine Physicals and Immunizations.** Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, which are not required by law under the "Preventive Care Services" under the section What We Cover. This exclusion does not apply to the *medically necessary* services to treat *severe mental disorders* or serious emotional disturbances of a child as required by state law.

♦ **Sexual Problems.** Treatment of any sexual problems unless due to a medical problem, physical defect, or disease.

♦ **Sterilization Reversal.** Surgery done to reverse an elective sterilization.

- **Surrogate Mother Services.** For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).
- **Varicose Vein Treatment.** Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.
- **Wilderness.** Wilderness or other outdoor camps and/or programs. This exclusion does not apply to *medically necessary* services to *severe mental disorders* or serious emotional disturbances of a child, as required by state or federal law.

Getting Prescription Drugs

In addition to the *drugs* or medicines you may need while you are in the *hospital*, the *plan* also cover *drugs* or medicines you buy from a *drugstore*, through the home delivery program, or through the specialty drug program. The *drug* or medicine must:

- Be prescribed by a health care provider licensed to prescribe, and be given to you within one year of being prescribed. It must be a *drug* that may only be sold with a *prescription* under federal and state law.

  Note: Specified over-the-counter items are covered under this *plan* only when obtained with a *doctor's prescription* as specified under "Preventive Prescription Drugs and Other Items", subject to all terms of this *plan* that apply to those benefits.

  - Smoking cessation and nicotine replacement products.
  - FDA-approved contraceptives for women.
  - Vitamins, supplements, and health aids.

- Be approved for general use by the Food and Drug Administration (FDA).

- Be for the direct care and treatment of your illness, injury, or health problem. Dietary supplements, health aids, or *drugs* for cosmetic purposes are not covered. However the following items are covered:

  - Formulas prescribed by a *doctor* for the treatment of phenylketonuria.
  - Vitamins, supplements, and health aids specifically listed in this *plan* as covered.
  - *Drugs* that may be prescribed for cosmetic purposes, but are *medically necessary* and prescribed for the treatment of a medical condition other than one that is cosmetic.

- Be dispensed from a licensed retail *drugstore*, by the home delivery program or through the specialty pharmacy program.
- **If it is an approved *compound medication*, be dispensed by a *member drugstore*.** Call the number on the back of your ID Card to find out where to take your prescription for an approved *compound medication* to be filled. (You can also find a *member drugstore* at www.anthem.com/ca.) **Some *compound medications* must be approved before you can get them (see "Drugs that need to be approved," under Prescription Drug Formulary). You will have to pay the full cost of the *compound medications* you get from a *drugstore* that is not a *member drugstore*.**
- **If it is a specified *specialty drug*, be obtained by using the specialty pharmacy program.** See "Getting Your Medicine Through the Specialty Pharmacy" for how to get your *drugs* by using the specialty pharmacy program. **You will have to pay the full cost of *specialty drugs* you get from a retail *drugstore* that you should have obtained from the specialty pharmacy program. If you order a *specialty drug* that must be obtained using the specialty pharmacy program through the home delivery program, it will be forwarded to the specialty pharmacy program for processing and will be processed according to specialty pharmacy program rules.**

  Exceptions to specialty pharmacy program. This requirement does not apply to:

  a. The first month's supply of a specified *specialty pharmacy drug* which is available through a *member drugstore*;

  b. *Drugs*, which due to medical necessity, must be obtained immediately; or

  c. A *member* for whom, according to the Coordination of Benefit rules, this *plan* is not the primary plan.

  How to obtain an exception to the specialty pharmacy program. If you believe that you should not be required to get your medication through the specialty pharmacy program, for

any of the reasons listed above, except for c., you must complete an Exception to Specialty Drug Program form to request an exception and send it to us. The form can be faxed or mailed to us. If you need a copy of the form, you may call us at the number on the back of your ID Card to request one. You can also get the form on-line at www.anthem.com/ca. If we have given you an exception, it will be good for a limited period of time. The exception period will be determined based on the reason for the exception. When the exception period ends, if you believe that you should still not be required to get your medication through the specialty pharmacy program, you must again request an exception. If we deny your request for an exception, it will be in writing and will tell you why we did not approve the exception.

Urgent or emergency need of a *specialty drug* subject to the specialty pharmacy program. If you are out of a *specialty drug* which must be obtained through the specialty pharmacy program, the *pharmacy benefits manager* will authorize an override of the specialty pharmacy program requirement for 72-hours, or until the next business day following a holiday or weekend, to allow you to get an emergency supply of medication if your *doctor* decides that it is appropriate and *medically necessary*. You may have to pay the applicable *copay* shown in "What You Will Need to Pay" for the 72-hour supply of your *drug*.

If you order your *specialty pharmacy drug* through the specialty pharmacy program and it does not arrive, if your *doctor* decides that it is *medically necessary* for you to have the *drug* immediately, we will authorize an override of the specialty pharmacy program requirement for a 30-day supply or less, to allow you to get an emergency supply of medication from a *member drug store* near you. A Dedicated Care Coordinator from the specialty pharmacy program will coordinate the exception and you will not be required to make an additional *copay*.

- Not be dispensed while you are an inpatient in any facility. It must not be dispensed in or administered by an outpatient

facility. While not covered under this *prescription drug* benefit, if you need these *drugs*, they are covered as specified in "Inpatient Hospital Services," "Outpatient (In a Hospital or Surgery Center)," "Preventive Care Services," "Home Health Care," "Hospice Care" and "Skilled Nursing Facility Services," subject to all terms of this *plan* that apply to those benefits.

♦ Not typically more than a 30-day supply if you get it at the *drugstore* or the specialty pharmacy program. However, a *doctor* can prescribe an additional 30-day supply of your medication for you to receive at a retail *drugstore* or specialty pharmacy. If you receive more than a 30-day supply of medication, you will have to pay the applicable copay for each additional 30-day supply of medication you receive.

Note: FDA-approved, *self-administered hormonal contraceptives* must not exceed a 12-month supply when dispensed or furnished at one time by a provider or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies.

You can get a 60-day supply of *drugs* at the *drugstore* for treating attention deficit disorder if they:

- Are FDA approved for treating attention deficit disorder;
- Are federally classified as Schedule II *drugs*; and
- Require a triplicate *prescription* form.

♦ Not be more than a 90-day supply if you get it from our home delivery program.

Note: FDA-approved, *self-administered hormonal contraceptives* must not exceed a 12-month supply when dispensed or furnished at one time by a provider or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies.

♦ If the *doctor* prescribes a 60-day supply for *drugs* classified as Schedule II for the treatment of attention deficit disorders, you have to pay double the amount of *copay* for retail *drugstores.* If

you get the *drugs* through our home delivery program, the *copay* will be the same as for any other *drug*.

- FDA-approved smoking cessation products and over-the-counter nicotine replacement products are limited as specified under "Preventive Prescription Drugs and Other Items".

- *Drugs* for the treatment of impotence and/or sexual dysfunction are:

  - Limited to six tablets (or treatments) for a 30-day period; and

  - Available at retail *drugstores* only.

  You must give us proof that a medical condition has caused the problem.

  If such *drugs* are prescribed for *medically necessary* purposes, other than the treatment of impotence and/or sexual dysfunction, they will be provided in quantities as *medically necessary*.

- Be prescribed by a licensed *doctor* with an active Drug Enforcement Administration (DEA) license, if the *drug* is considered a *controlled substance*.

Certain *drugs* are dispensed in specific amounts based on our analysis of *prescription drug* dispensing trends and the Food and Drug Administration dosing recommendations. But, *medically necessary drugs* will be provided based on the *plan's* review consistent with professional practice and Food and Drug Administration guidelines.

Preventive Prescription Drugs and Other Items

Your *prescription drug* benefits include certain preventive *drugs*, medications, and other items as listed below that may be covered under this *plan* as *preventive care services*. In order to be covered as a *preventive care service*, these items must be prescribed by a *doctor* or *health care provider* and obtained from a member *drugstore* or through the home delivery program. This includes

items that can be obtained over the counter for which a *doctor* or *health care provider* prescription is not required by law.

When these items are covered as *preventive care services*, the Calendar Year Deductible, if any, will not apply and no co-payment will apply. In addition, any separate deductible that applies to *prescription drugs* will not apply.

- All FDA-approved contraceptives for women, including oral contraceptives, diaphragms, patches, and over-the-counter contraceptives. In order to be covered as a *preventive care service*, in addition to the requirements stated above, contraceptive *prescription drugs* must be *generic* oral contraceptives or *brand name drugs*.

  Note: For FDA-approved, *self-administered hormonal contraceptives*, up to a 12-month supply is covered when dispensed or furnished at one time by a provider or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies.

- Vaccinations prescribed by a *physician* and obtained from a member *drugstore*.

- Tobacco cessation *drugs*, medications, and other items for *members* age 18 and older as recommended by the United States Preventive Services Task Force including:

  - *Prescription drugs* to eliminate or reduce dependency on, or addiction to, tobacco and tobacco products.

  - FDA-approved smoking cessation products including over-the-counter (OTC) nicotine gum, lozenges and patches when obtained with a *doctor's* prescription and you are at least 18 years old.

- Aspirin to reduce the risk of heart attack or stroke, for men ages 45-79 and women ages 55-79.

- Aspirin after 12 weeks of gestation in pregnant women who are at high risk for preeclampsia.

- *Generic* low to moderate dose statins for *members* that are 40-75 years and have one or more risk factors for cardiovascular disease.
- Folic acid supplementation for women age 55 years and younger (folic acid supplement or a multivitamin).
- Medications for risk reduction of primary breast cancer in women (such as tamoxifen or raloxifene) for women who are at increased risk for breast cancer and at low risk for adverse medication effects.
- Bowel preparations when prescribed for a preventive colon screening.
- Fluoride supplements for children from birth through 6 years old (drops or tablets).
- Dental fluoride varnish to prevent tooth decay of primary teeth for children from birth to 5 years old.

Prescription Drug Formulary

The fact that a *drug* is on this list doesn't guarantee that your *doctor* will prescribe you that *drug*. This list, which includes both *generic drugs* and *brand name drugs*, is updated quarterly so that the list includes *drugs* that are safe and effective in the treatment of disease.

Some *drugs* need to be approved - the *doctor* or *drugstore* will know which *drugs* they are. If you have a question regarding whether a particular *drug* is on our *formulary drug* list or requires prior authorization please call us at the number on the back of your ID Card. Information about the *drugs* on our *formulary drug* list is also available on our internet website www.anthem.com/ca.

Exception request for a Quantity, Dose or Frequency Limitation, Step Therapy, or a drug not on the *prescription drug formulary*. Your *prescription drug* benefit covers those *drugs* listed on our *prescription drug formulary*. This *prescription drug formulary* contains a limited number of *prescription drugs*, and

may be different than the *prescription drug formulary* for other Anthem products.

If you or your *doctor* believe you need an exception to a limit to a quantity, dose or frequency limitation, to step therapy, or need a *prescription drug* that is not on the *prescription drug formulary*, please have your *doctor* or pharmacist get in touch with us. We will grant the exception request if we agree that it is *medically necessary* and appropriate.

Your *doctor* must complete an exception form and return it to us. You or your *doctor* can get the form online at www.anthem.com/ca or by calling the number listed on the back of your ID card.

When we receive an exception request, we will make a coverage decision within a certain period of time, depending on whether exigent circumstances exist.

Exigent circumstances exist if you are suffering from a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or if you are undergoing a current course of treatment using a drug not covered by the *plan*. In this case, we will make a coverage decision within 24 hours of receiving your request. If we approve the exception request, coverage of the *drug*, coverage of the *drug* will be provided for the duration of the *prescription* order, including refills, or duration of the exigency, as applicable. If we deny the request, you have the right to request an external review by an IRO. The IRO will make a coverage decision within 24 hours of receiving your request. If the IRO approves the request, coverage will be provided for the duration of the *prescription* order, including refills, or duration of the exigency, as applicable.

When exigent circumstances do not exist, we will make a coverage decision within 72 hours of receiving your request. If we approve the exception request, coverage of the *drug* will be provided for the duration of the *prescription* order, including refills. If we deny the request, you have the right to request an external review by an Independent Review Organization (IRO). The IRO will make a coverage decision within 72 hours of receiving your request. If the

IRO approves the the request, coverage will be provided for the duration of the *prescription* order, including refills.

Requesting an exception or having an IRO review your request for an exception does not affect your right to submit a grievance or request an Independent Medical Review. Please see the section entitled "GRIEVANCE PROCEDURES" for details.

Coverage of a *drug* approved as a result of your request or your *physician's* request for an exception will only be provided if you are a *member* enrolled under the *plan*.

Drugs that need to be approved. *Doctors* must obtain prior authorization in order for you to get benefits for certain *prescription drugs*. At times, your *doctor* will initiate a prior authorization on your behalf before your *drugstore* fills your prescription. At other times, the *drugstore* may make you or your *doctor* aware that a prior authorization or other information is needed. In order to determine if the *prescription drug* is eligible for coverage, we have established criteria.

The criteria, which are called drug edits, may include requirements based on one or more of the following:

- Specific clinical criteria and/or recommendations made by state or federal agencies (including, but not limited to, requirements regarding age, test result requirements, presence of a specific condition or disease, quantity, dose and/or frequency of administration);
- Specific provider qualifications including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies) as recommended by the FDA;
- Step therapy requiring one *drug*, *drug* regimen, or treatment be used prior to use of another *drug*, *drug* regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated;
- Use of a *prescription drug formulary* which is a list of FDA-approved *drugs* that have been reviewed and recommended for use based on their quality and cost effectiveness.

You or your *doctor* can get the list of the *prescription drug* that require prior authorization by calling the phone number on the back of your identification card or check our website at www.anthem.com. The list will be reviewed and updated from time to time. Including a *prescription drug* or related item on the list does not guarantee coverage under your *plan*. Your *doctor* may check with us to verify *prescription drug* coverage, to find out which *prescription drug* are covered under this section and if any drug edits apply.

In order for you to get a *drug* that needs to be approved, your *doctor* must send us a request in writing using the required uniform prior authorization request form. If you're requesting an exception to the step therapy process, your *doctor* must use the same form. The request, for either prior authorization or step therapy exceptions, can be sent to us by mail, facsimile, or it may be submitted electronically. If your *doctor* needs a copy of the request form, he or she may call us at the number on the back of your ID Card to request one. You can also get the form on-line at www.anthem.com/ca.

Upon receiving the completed uniform prior authorization request form, we will review the request and respond within the following time periods:

- 72 hours for nonurgent requests, and
- 24 hours if exigent circumstances exist. Exigent circumstances exist if you are suffering from a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or if you are undergoing a current course of treatment using a drug not covered by the *plan*.

While we are reviewing the request, a 72-hour emergency supply of medication may be dispensed to you if your *doctor* or pharmacist decides that it is appropriate and *medically necessary*. You may have to pay the applicable *copay* shown for the 72-hour supply of your *drug*. If we approve the request for the *drug* after you have received a 72-hour supply, you will receive the remainder of the 30-day supply of the *drug* with no additional *copay*.

If you have any questions regarding whether a *drug* is on our *prescription drug formulary*, or needs to be approved, please call us at the number on the back of your ID Card. Information about the *drugs* on our *formulary drug* list is also available on our internet website www.anthem.com/ca.

If we don't approve a request for a *drug* that is not part of our *prescription drug formulary*, you or your *doctor* can appeal the decision by calling us at the number on the back of your ID Card. If you are not happy with the result, please see the section called "How to Make a Complaint".

Revoking or modifying a prior authorization. A prior authorization of benefits for *prescription drugs* may be revoked or modified prior to your receiving the *drugs* for reasons including but not limited to the following:

- Your coverage under this *plan* ends;
- The *agreement* with the *group* terminates;
- You reach a benefit maximum that applies to *prescription drugs*, if the *plan* includes such a maximum;
- Your *prescription drug* benefits under the *plan* change so that *prescription drugs* are no longer covered or are covered in a different way.

A revocation or modification of a prior authorization of benefits for *prescription drugs* applies only to unfilled portions or remaining refills of the *prescription*, if any, and not to *drugs* you have already received.

New *drugs* and changes in the *prescription drugs* covered by the plan. The outpatient *prescription drugs* are to be included on the list of *formulary drugs* covered by the *plan* and is decided by the *Pharmacy and Therapeutics Process* which is comprised of independent *doctors* and pharmacists. The *Pharmacy and Therapeutics Process* meets quarterly and decides on changes to make in the *prescription drug formulary* list based on our recommendations and a review of relevant information, including current medical literature.

Getting Your Medicine at a Drugstore

To get medicine your *doctor* has prescribed:

- Go to a *member drugstore*.
- For help finding a *member drugstore*, call us at the number on the back of your ID Card.
- Show your Member ID card.
- Pay the *copay* when you get the medicine. You must also pay for any medicine or supplies that are not covered under the *plan*.

Please note that taking a *prescription* to a *drugstore* or pharmacist does not mean it is a claim for benefit coverage. If you take a *prescription* to a *member drugstore*, and the *member drugstore*:

- Says they cannot give you your medicine; or
- Must have an additional *copay*;

this is not considered an adverse claim decision. If you want your medicine now, you will have to pay the cost for it and submit a claim to Prescription Drug Program (see "Submitting a claim" below). (Please note that we contract with a *pharmacy benefit manager* to provide prescription drug benefits. Neither they nor their *member drugstores* are employees of Anthem. They are independent contractors.)

Important Note: If we determine that you may be using *prescription drugs* in a harmful or abusive manner, or with harmful frequency, your selection of member *drugstores* may be limited. If this happens, we may require you to select a single member *drugstore* that will provide and coordinate all future pharmacy services. Benefits will only be paid if you use the single member *drugstore*. We will contact you if we determine that use of a single member *drugstore* is needed and give you options as to which member *drugstore* you may use. If you do not select one of the member *drugstores* we offer within 31 days, we will select a single

member *drugstore* for you. If you disagree with our decision, you may ask us to reconsider it as described in the section called "How to Make a Complaint".

In addition, if we determine that you may be using *controlled substance prescription drugs* in a harmful or abusive manner, or with harmful frequency, your selection of *Anthem Blue Cross HMO providers* for *controlled substance prescriptions* may be limited. If this happens, we may require you to select a single *Anthem Blue Cross HMO provider* that will provide and coordinate all *controlled substance prescriptions*. Benefits for *controlled substance prescriptions* will only be paid if you use the single *Anthem Blue Cross HMO provider*. We will contact you if we determine that use of a single *Anthem Blue Cross HMO provider* is needed and give you options as to which *Anthem Blue Cross HMO providers* you may use. If you do not select one of the *Anthem Blue Cross HMO provider* we offer within 31 days, we will select a single *Anthem Blue Cross HMO provider* for you. If you disagree with our decision, you may ask us to reconsider it as outlined in the "How to Make a Complaint" section of this *plan*.

Submitting a claim. If you believe you should get some *plan* benefits for the medicine that you have paid the cost for, have the pharmacist fill out a claim form and sign it. Send the claim form to us (within 90 days) to:

Prescription Drug Program
ATTN: Commercial Claims
P.O. Box 2872
Clinton, IA 52733-2872

If the *member drugstore* doesn't have claims forms, or if you have questions, call the number on the back of your ID Card.

It will cost you more if you go to a non-*member drugstore.*

- Take a claim form with you to the *non-member drugstore*. If you need a claim form or if you have questions, call the number on the back of your ID Card.
- Have the pharmacist fill out the form and sign it.

- Then send the claim form (within 90 days) to:

Prescription Drug Program
ATTN: Commercial Claims
P.O. Box 2872
Clinton, IA 52733-2872

  - When the *pharmacy benefit manager* first gets your claim, they take out:
  - Costs for medicine or supplies not covered under the *plan*,
  - Then any cost more than the *limited fee schedule* we use for *non-member drugstore*, except when the *drugs* are related to *urgent care* or *emergency services*; and
  - Then your *copay*.

The rest of the cost is covered.

If you are out of state, and you need medicine,

- Call the number on the back of your ID Card to find out where there is a *member drugstore*.
- If there is no *member drugstore*, pay for the *drug* and send the *pharmacy benefit manager* a claim form.

Getting Your Medicine Through the Mail

When you order medicines through the mail, here's what to do:

- **Get your *prescription* from your health care provider.** He or she should be sure to sign it. It must have the *drug* name, how much and how often to take it, how to use it, the provider's name and address and telephone number along with your name and address.
- **Fill out the order form.** The **first time** you use the home delivery program, you must also send a filled out Patient Profile questionnaire about yourself**.** Order forms and a Patient Profile questionnaire can be obtained by contacting us at the number on

the back of your ID Card to request one. The forms are also available on-line at www.anthem.com/ca.

- **Be sure to send the *copay*** along with the *prescription* and the order form and the Patient Profile. You can pay by check, money order, or credit card.

- **There may be some medicines you cannot order through this program, for example, *drugs* to treat sexual dysfunction, are not available. Call the number on the back of your ID Card to find out if you can order your medicine through the Home Delivery Program.**

Getting Your Medicine Through the Specialty Pharmacy

Certain specified *specialty drugs* must be obtained through the specialty pharmacy program unless you are given an exception from the specialty drug program (see the introduction of this section, Getting Prescription Drugs). These specified *specialty drugs* that must be obtained through the Specialty Pharmacy Program are limited up to a 30-day supply. The Specialty Pharmacy Program will deliver your medication to you by mail or common carrier (you cannot pick up your medication from them).

You or your *doctor* may order your *specialty drug* by calling the number on the back of your ID Card. When you call the Specialty Pharmacy Program, a Dedicated Care Coordinator will guide you through the process up to and including actual delivery of your *specialty drug* to you. (If you order your *specialty drug* by telephone, you will need to use a credit card or debit card to pay for it.) You may also submit your *specialty drug* prescription with the appropriate payment for the amount of the purchase (you can pay by check, money order, credit card or debit card), and a properly completed order form to the Specialty Pharmacy Program at the address shown below. Once you have met your deductible, if any, you will only have to pay your *copay*.

With few exceptions, most orally administered anti-cancer medications are considered *specialty drugs*. For orally administered anti-cancer medications, the *prescription drug*

deductible, if any, will not apply and the copayment will not exceed the lesser of the applicable copayment shown below or $250 for a 30-day supply for medications obtained at a retail *drugstore* or $750 for a 90-day supply for medications obtained through home delivery.

The first time you get a *prescription* for a *specialty drug* you must also include a completed Intake Referral Form. The Intake Referral Form is to be completed by calling the toll-free number below. You need only enclose the *prescription* or refill notice, and the appropriate payment for any subsequent *specialty drug* prescriptions, or call the toll-free number. *Copay*s can be made by check, money order, credit card or debit card.

You or your *physician* may obtain order forms or a list of *specialty drugs* that must be obtained through specialty pharmacy program by contacting Pharmacy Member Services at the number listed on your ID card or online at www.anthem.com/ca.

Specified *specialty drugs* must be obtained through the Specialty Pharmacy Program. When these specified *specialty drugs* are not obtained through the Specialty Pharmacy Program, and you do not have an exception, you will not receive any benefits for these *drugs* under this plan.

What You Will Need to Pay

You will need to pay the following *copays* for each *prescription*.

Note: For FDA-approved, *self-administered hormonal contraceptives*, up to a 12-month supply is covered when dispensed or furnished at one time by a provider or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies.

Member Drugstores	Copay

The following co-payments apply for a 30-day supply of medication. If you receive more than 30-day supply of medication at a *drugstore*, you will have to pay the applicable copay shown below for each additional 30-day supply of medication.

Note: Specified *specialty drugs* must be obtained through the specialty pharmacy program. However, the first month supply of a *specialty drug* is obtained through a retail *drugstore*, after which the *drug* is available only through the specialty pharmacy program unless an exception is made.

- *Generic Drugs*.....**$5**
- *Brand Name Drugs:*
  - *– Formulary brand name drugs*.....**$20**
  - *– Non-formulary brand name drugs* **$50**
- *Compound Medication*.....**$50**
- Biotechnological, self-administered injectable *drugs*, except insulin .....**20%** of the *prescription drug maximum allow amount* to a maximum *copay* of **$100**

Non-Member Drugstores (inside and outside California)	**Copay**

The following co-payments apply for a 30-day supply of medication. If you receive more than 30-day supply of medication at a *drugstore*, you will have to pay the applicable copay shown below for each additional 30-day supply of medication.

- *Drugs* obtained from a *non-member drugstore* .....**50%** of the remaining *prescription drug maximum allowed amount*

Note: Specified *specialty drugs* must be obtained through the specialty pharmacy program. However, the first month supply of a *specialty drug* may be obtained through a retail *drugstore*, after which the *drug* is available only through the specialty pharmacy program unless an exception is made.

Home Delivery Program: You need to pay the following co-pays for a 90-day supply of medication:

Home Delivery Prescriptions	Copay

- *Generic Drugs*.....**$10**
- *Brand Name Drugs:*
  - – Formulary *brand name drugs* **$40**
  - – *Non-formulary brand name drugs* **$100**
- Biotechnological, self-administered injectable *drugs*, except insulin .....**20%** of *prescription drug maximum allowed amount* to a maximum *copay* of **$200** per *prescription*

Exceptions to Prescription Drug Co-Payments

- "Preventive Prescription Drugs and Other Items" covered under Getting Prescription Drugs ..... **No charge**

Your copayment for all *drugs* covered under this *plan* will not exceed the lesser of any applicable copayment listed above or:

- For a 30-day supply from a retail *drugstore* **$250**
- For a 90-day supply through home delivery.....**$750**

Your cost share will be prorated for partial fills of prescribed oral, solid dosage forms of Schedule II controlled substances. A partial fill means a part of a *prescription* filled that is of a quantity less than the entire *prescription*.

Prescription Drug Out-of-Pocket Amount

If, during a calendar year, you make **$6,100** per *member* or **$11,700** per family in total out-of-pocket payments for expenses you incur for *drugs*, you will no longer be required to pay a Co-Payment for such expense during the remainder of that *year*.

Exception: Expense which is incurred for non-covered *prescription drug* services or supplies, or which is in excess of the *prescription drug maximum allowed amount*, will not be applied toward your Out-of-Pocket Amount, and is always your responsibility.

Note: If your *drugstore's* retail price for a drug is less than the copay shown above, you will not be required to pay more than that retail price. The retail price paid will constitute the applicable cost sharing and will apply toward the Prescription Drug Out-of-Pocket Amount in the same manner as a *copay*.

You will always have to pay for costs that this *plan* does not cover.

Preferred Generic Program

Prescription drugs will always be dispensed by a *pharmacist* as prescribed by your *doctor*. Your *doctor* may order a *brand name drug* or a *generic drug* for you. You may request your *doctor* to prescribe a *brand name drug* for you or you may request the *pharmacist* to give you a *brand name drug* instead of a generic *drug*. Under this *plan*, if a *generic drug* is available, and it is not determined that the *brand name drug* is *medically necessary* for you to have (see "Prescription Drug Formulary," "Drugs That Need to Be Approved," above), you will have to pay the co-payment for the *generic drug* plus the difference in cost between the *prescription drug maximum allowed amount* for the *generic drug* and *brand name drug*, but, not more than **$120**. If your *doctor* specifies "dispense as written," in lieu of paying the co-payment for the *generic drug* plus the difference, as previously stated, you will pay just the applicable co-payment shown for the *brand name drug* you get. For certain higher cost *generic drugs*, we may make an exception and not require you to pay the difference in cost between the *generic drug* and *brand name drug*.

Special Programs

From time to time, we may initiate various programs to encourage you to utilize more cost-effective or clinically-effective *drugs* including, but, not limited to, *generic drugs*, home delivery *drugs*,

over-the-counter *drugs* or *preferred drug* products. Such programs may involve reducing or waiving co-payments for those *generic drugs*, over-the counter *drugs*, or the *preferred drug* products for a limited time. If we initiate such a program, and we determine that you are taking a *drug* for a medical condition affected by the program, you will be notified in writing of the program and how to participate in it.

Half-tab Program

The Half-Tablet Program allows you to pay a reduced co-payment on selected "once daily dosage" medications. The Half-Tablet Program allows you to obtain a 30-day supply (15 tablets) of a higher strength version of your medication when the prescription is written by the *doctor* to take "½ tablet daily" of those medications on an list approved by us. The *Pharmacy and Therapeutics Process* will determine additions and deletions to the approved list. The Half-Tablet Program is strictly voluntary and your decision to participate should follow consultation with and the concurrence of your *doctor*. To obtain a list of the products available on this program call the number on the back of your ID Card or go to our internet website www.anthem.com/ca.

Split Fill Dispensing Program

The split fill program is designed to prevent and/or minimize wasted *prescription drugs* if your *prescription* or dose changes between fills, by allowing only a portion of your *prescription* to be filled. This program also saves you out-of-pocket expenses.

The *drugs* that are included under this program have been identified as requiring more frequent follow up to monitor response to treatment and potential reactions or side-effects. This program allows you to get your *prescription drug* in a smaller quantity and at a prorated copay so that if your dose changes or you have to stop taking the *prescription drug*, you can save money by avoiding costs for *prescription drugs* you may not use. You can access the list of these *prescription drugs* by calling the toll-free number on your member ID card or log on to the website at www.anthem.com/ca.

Therapeutic Substitution

Therapeutic substitution is an optional program that tells you and your *doctors* about alternatives to certain *prescription drugs*. We may contact you and your *doctor* to make you aware of these choices. Only you and your *doctor* can determine if the therapeutic substitute is right for you. For questions or issues about therapeutic *drug* substitutes, please call the toll-free number on your member ID card.

Day Supply and Refill Limits

Certain day supply limits apply to *prescription drugs* as listed in the "What You Will Need to Pay" and "Getting Prescription Drugs" sections of this *plan*. In most cases, you must use a certain amount of your *drugs* before it can be refilled. In some cases we may let you get an early refill. For example, we may let you refill your *drugs* early if it is decided that you need a larger dose. We will work with the *drugstore* to decide when this should happen.

If you are going on vacation and you need more than the day supply allowed, you should ask your pharmacist to call the *pharmacy benefits manager* and ask for an override for one early refill. If you need more than one early refill, please call Pharmacy Member Services at the number on the back of your Identification Card.

You may be able to also get partial fills of prescribed Schedule II controlled substances, if requested by you or your *doctor*. A partial fill means a part of a *prescription* filled that is of a quantity less than the entire *prescription*. For oral, solid dosage forms of prescribed Schedule II controlled substances that are partially filled, your cost share will be prorated accordingly.

Rebate Impact on Prescription Drugs You get at Member Drugstore or Home Delivery

Anthem and/or its *pharmacy benefits manager* may also, from time to time, enter into agreements that result in Anthem receiving rebates or other funds ("rebates") directly or indirectly from

prescription drug manufacturers, *prescription drug* distributors or others.

You will be able to take advantage of a portion of the cost savings anticipated by Anthem from rebates on *prescription drugs* purchased by you from a *member drugstore*, home delivery or specialty pharmacy under this section. If the *prescription drug* purchased by you is eligible for a rebate, most of the estimated value of that rebate will be used to reduce the *maximum allowable amount* for the *prescription drug*. Any deductible or coinsurance would be calculated using that reduced amount. The remaining value of that rebate will be used to reduce the cost of coverage for all *members* enrolled in coverage of this type.

It is important to note that not all *prescription drugs* are eligible for a rebate, and rebates can be discontinued or applied at any time based on the terms of the rebate agreements. Because the exact value of the ultimate rebate will not be known at the time you purchase the *prescription drug*, the amount of the rebate applied to your claim will be based on an estimate. Payment on your claim will not be adjusted if the later determined rebate value is higher or lower than our original estimate.

For your health and safety

For your health and safety, we check the medicines you are using. Some *drugs* may need our OK. If we see that too many *drugs* are being used, we will let your *doctor* and the *drugstore* know. We may also limit the benefits to prevent over-use.

We Cover These Drug Services and Supplies

- *Drugs* and medicines which need a *prescription* by law, except as specifically stated in this booklet. Formulas prescribed by a *doctor* for the treatment of phenylketonuria. These formulas are subject to the *copay* for *brand name drugs*.
- Insulin.
- Syringes for use with insulin and other medicines you inject yourself.

- All FDA-approved contraceptives for women, including oral contraceptives, diaphragms, patches, and over-the-counter contraceptives prescribed by a *doctor*. Diaphragms are limited to one per year (unless it is determined that more than one per year is *medically necessary*) and are subject to the *copay* for *brand name drugs*.

  Contraceptives may be covered as *preventive care services.* In order to be covered as *preventive care* contraceptive *prescription drugs* must be *generic drugs* or *single source brand name drugs* that you get from a member *drugstore* or through the home delivery program.

  Note: For FDA-approved, *self-administered hormonal contraceptives*, up to a 12-month supply is covered when dispensed or furnished at one time by a provider or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies.

- *Drugs* with Food and Drug Administration (FDA) labeling for self-administration.

- AIDS vaccine (when approved by the federal Food and Drug Administration and that is recommended by the US Public Health Services).

- Disposable diabetic supplies (such as test strips and lancets).

- *Prescription drugs* for treatment of impotence and/or sexual dysfunction are limited to organic (non-psychological) causes.

- Inhaler spacers and peak flow meters for the treatment of pediatric asthma. These items are subject to the copay for *brand name drugs*.

- *Prescription drugs* that help you stop smoking or reduce your dependence on tobacco products. These *drugs* will be covered as specified under "Preventive Prescription Drugs and Other Items", subject to all terms of this *plan* that apply to those benefits.

- FDA-approved smoking cessation products and over-the-counter nicotine replacement products when obtained with a *doctor's prescription*. These products will be covered as *preventive care services* when obtained from a *member drugstore*. Coverage is provided as specified under "Preventive Prescription Drugs and Other Items", subject to all terms of this *plan* that apply to those benefits.

- *Prescription drugs*, vaccinations (including administration), vitamins, supplements, and certain over-the-counter items specifically listed in this *plan* as covered under "Preventive Prescription Drugs and Other Items", subject to all terms of this *plan* that apply to those benefits.

Drug Services and Supplies Not Covered

Besides the services and supplies listed under "What We Do Not Cover," when you buy *drugs* or medicines from a *drugstore*, or through the home delivery program, we do not cover:

- *Drugs* and medicines used to induce spontaneous and non-spontaneous abortions. While not covered under this *prescription drug* benefit, FDA approved medications that may only be dispensed by or under direct supervision of a *doctor*, such as *drugs* and medications used to induce non-spontaneous abortions, are covered as specified in "Pregnancy or maternity care," under "Your Benefits At Anthem Blue Cross HMO," (see Table of Contents) subject to all terms of this *plan* that apply to those benefits.

- Professional charges for giving and injecting *drugs*. While not covered under this *prescription drug* benefit, they are covered as specified in "Doctor Care" and "Preventive Care Services" under "Your Benefits At Anthem Blue Cross HMO," (see Table of Contents) subject to all terms of this *plan* that apply to those benefits.

- *Drugs* and medicines that you can get without a *doctor's prescription*, except insulin or niacin for reducing cholesterol.

Note: Vitamins, supplements, and certain over-the-counter items as specified under "Preventive Prescription Drugs and Other Items" are covered under this *plan* only when obtained with a *doctor's prescription*, subject to all terms of this *plan* that apply to those benefits.

- *Drugs* labeled "Caution, Limited by Federal Law to Investigational Use," or Non-FDA approved investigational *drugs*. *Drugs* and medicines prescribed for *experimental* indications. If you are denied a *drug* because we determine that the *drug* is *experimental* or *investigative*, you may ask that the denial be reviewed by an external independent medical review organization. (See the section "Independent Medical Review of Denials of Experimental or Investigative Treatment" for how to ask for a review of your *drug* denial.)

- Any cost for a *drug* or medicine that is higher than what we cover. Your *copay*, shown above, is the only cost you have when you get your *drugs* at a *member drug store*. But, when you get your *drugs* at a *non-member drug store*, your cost may be higher. At a *non-member drug store*, you have to pay the *copay* that applies plus any amount over the *prescription drug maximum allowed amount*, except when the *drugs* are related to *urgent care* or *emergency services*.

- *Drugs* which haven't been approved for general use by the Food and Drug Administration (FDA). This does not apply to *drugs* that are *medically necessary* for a covered condition.

- *Drugs* and medicines dispensed or given in an outpatient setting; including, but not limited to inpatient facilities and *doctors*' offices. While not covered under this *prescription drug* benefit, if you need these *drugs*, they are covered as specified in "Outpatient (In a Hospital or Surgery Center)," "Preventive Care Services," "Home Health Care," "Hospice Care" and "Skilled Nursing Facility Services," subject to all terms of this *plan* that apply to those benefits.

- *Drugs* and medicines dispensed by or while you are confined in a *hospital*, *skilled nursing facility*, rest home, sanitarium,

convalescent hospital or similar facility. While not covered under this *prescription drug* benefit, if you need these *drugs*, they are covered as specified under the section describing benefits for "Inpatient Hospital Services," "Skilled Nursing Facility Services" and "Hospice Care," subject to all terms of this *plan* that apply to those benefits.

- Durable medical equipment, devices, appliances and supplies even if ordered by a *doctor*. This does not apply to covered birth control devices that can only be obtained with a *prescription*. While not covered under this *prescription drug* benefit, if you need any of these items, they are covered as specified in "Diabetes" and "Medical Equipment" under "Your Benefits at Anthem Blue Cross HMO," subject to all terms of this *plan* that apply to those benefits.

- Oxygen. While not covered under this *prescription drug* benefit, if you need oxygen, it is covered as specified in "Inpatient Hospital Services," "Outpatient (In a Hospital or Surgery Center)," "Skilled Nursing Facility Services," and "Hospice Care" under "Your Benefits at Anthem Blue Cross HMO," subject to all terms of this *plan* that apply to those benefits.

- Cosmetics, health and beauty aids. While not covered under this *prescription drug* benefit, if a health aid is *medically necessary* and meets the requirements of "Medical Equipment" under "Your Benefits at Anthem Blue Cross HMO," they are covered subject to all terms of this *plan* that apply to those benefits.

- *Drugs* used mainly for cosmetic purposes (for example, Retin-A for wrinkles). But, this will not apply to the use of this type of *drug* for *medically necessary* treatment of a medical condition other than one that is cosmetic.

- *Drugs* used mainly for treating infertility (for example, Clomid, Pergonal, and Metrodin) unless *medically necessary* for another covered condition.

- *Drugs* for losing weight, except when needed to treat morbid obesity (for example, diet pills and appetite suppressants).
- *Drugs* you get outside the United States unless related to *emergency services* or *urgent care*.
- Allergy serum. While not covered under this *prescription drug* benefit, if you need this item, it is covered as specified in "General Medical Care (In a Non-Hospital-Based Facility)" under the section "Your Benefits at Anthem Blue Cross HMO," subject to all terms of this *plan* that apply to those benefits.
- Infusion *drugs*, except *drugs* you inject under the skin yourself. While not covered under this *prescription drug* benefit, these *drugs* are covered as specified in "Doctor Care," "Inpatient Hospital Services," "Outpatient (In a Hospital or Surgery Center)," "Skilled Nursing Facility Services," and "Hospice Care" under the section "Your Benefits at Anthem Blue Cross HMO," subject to all terms of this *plan* that apply to those benefits.
- Herbal, nutritional and diet supplements, except as described in this *plan* or that we must cover by law. This exclusion includes, but is not limited to, nutritional formulas and dietary supplements that you can buy over the counter and those you can get without a written *prescription* or from a licensed pharmacist. But, formulas prescribed by a *doctor* for the treatment of phenylketonuria that are obtained from a *pharmacy* are covered as specified in "We Cover These Drug Services and Supplies." Special food products that are not available from a *drug store* are covered as specified in "Special Food Products" under the section "Your Benefits at Anthem Blue Cross HMO," subject to all terms of this *plan* that apply to the benefit. In addition, vitamins, supplements, and certain over-the-counter items as specified under "Preventive Prescription Drugs and Other Items" are covered under this *plan* only when obtained with a *doctor's prescription*, subject to all terms of this *plan* that apply to those benefits.

- *Prescription drugs* with an over-the-counter equivalent (the same chemical or active ingredient) other than insulin, even if written as a *prescription*. This does not apply if an over-the-counter equivalent was tried and it didn't work.

- Onychomycosis (toenail fungus) *drugs* except to treat *members* who are immuno-compromised or diabetic.

- *Compound medications* when a commercially available dosage form of a *medically necessary* medication is not available, all the ingredients of the *compound medication* are FDA-approved in the form in which they are used in the *compound medication* and as designated in the FDA's Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a prescription to dispense and are not essentially the same as an FDA-approved product from a *drug* manufacturer. Non-FDA approved non-proprietary, multisource ingredients that are vehicles essential for compound administration may be covered. *Compound medications* must be obtained from a *member drugstore*. **You will have to pay the full cost of the *compound medications* you get from a *non-member drugstore***. If you are denied a *compound medication* because you obtained it from a *non-member drugstore*, you may file a complaint with us according to the procedures described in the section called "How to Make a Complaint".

- *Specialty drugs* that must be obtained from the specialty pharmacy program, but, which are obtained from a retail *drugstore* or through the home delivery program. Unless you qualify for an exception, these *drugs* are not covered by this *plan* (please see the section Getting Prescription Drugs). **You will have to pay the full cost of the *specialty drugs* you get from a retail *drugstore* that you should have obtained from the specialty pharmacy program**. **If you order a *specialty drug* through the home delivery program, it will be forwarded to the specialty pharmacy program for processing and will be processed according to specialty pharmacy program rules.**

- Charges for pharmacy services not related to conditions, diagnoses, and/or recommended medications described in your medical records.
- *Drugs* which are over any quantity or age limits set by the *plan* or us.
- *Prescription drugs* prescribed by a provider that does not have the necessary qualifications, registrations and/or certifications.
- *Drugs* prescribed, ordered, referred by or given by a member of your immediate family, including your *spouse*, *child*, brother, sister, parent, in-law or self.
- Services we conclude are not *medically necessary*. This includes services that do not meet our medical policy, clinical coverage, or benefit policy guidelines.
- Any *investigative drugs* or devices, non-health services required for you to receive the treatment, the costs of managing the research, or costs that would not be a covered service under this *plan* for non-*investigative* treatments.
- Any treatment, device, *drug*, service or supply (including surgical procedures, devices to stimulate growth and growth hormones), solely to increase or decrease height or alter the rate of growth.
- *Prescription drugs* related to the medical and surgical treatment of excessive sweating (hyperhidrosis).

What You Should Know about Your Coverage

How Coverage Begins

You can enroll in Anthem Blue Cross HMO if you meet the eligibility requirements described in the *agreement*.

Persons who perform services for more than one *participating employer* are not entitled to benefits greater than those which would apply if such services were performed for but one *participating employer*.

For specific information about your employer's eligibility rules for coverage, please contact your Human Resources or Benefits Department.

You can enroll the following family members in Anthem Blue Cross HMO:

- Your spouse as recognized under state or federal law. This includes same sex spouses when legally married in a state that recognizes same-sex marriages.
- Your domestic partner if you are in a legally registered and valid domestic partnership.
- Your, your spouse's, or your domestic partner's natural children, step children, legally adopted children, or children for whom you, your spouse, or domestic partner have been appointed legal guardians by a court of law, who are:
  - Under 26 years old, or
  - 26 years old or more if they are not capable of getting a self-sustaining job due to a physical or mental condition, and
    - They are unmarried.
    - They must depend chiefly on you, your spouse, or domestic partner for support and maintenance. A child is considered chiefly dependent for support and

maintenance if he or she qualifies as a dependent for federal income tax purposes.

– A *doctor* certifies in writing that the child is incapable of getting a self-sustaining job due to a physical or mental condition. We must receive the certification, at no expense to us, within 60-days of the date you receive our request. We may request proof of continuing dependency and that a physical or mental condition still exists, but not more often than once each year after the initial certification.

The child may remain covered under the *plan* until he or she is no longer chiefly dependent on you, your spouse, or domestic partner for support and maintenance due to a continuing physical or mental condition.

You can't enroll as a family member if you are now on active duty in the armed services.

You can enroll both as an employee and a spouse or domestic partner. If both are enrolled as employees, your children may be covered as family members of both. However, the total amounts of benefits we will pay will not be more than the amount covered.

You and your family members must live or work in the Anthem Blue Cross HMO service area. You and your family members must live in the United States to be covered under this *plan*.

When Are You Covered?

You are eligible to enroll with this *plan* in accordance with rules established by your *participating employer*. For specific information about your employer's eligibility rules for coverage, please contact your Human Resources or Benefits Department.

Your family members are eligible to be covered:

- For all existing family members, on the date you are covered; or

- For a new spouse and step child, if any, the first day of the month after the date your spouse and step child, if any, become a family member(s) due to marriage;
- For a new domestic partner and his or her child, if any, the first day of the month after the date your domestic partner and his or her child, if any, become a family member(s) due to the start of a domestic partnership;
- For an over age child, the first day of the month after the date your child again becomes a family member;
- The date a child becomes your family member due to birth or adoption; or
- For a child for whom you, your spouse or domestic partner is a legal guardian, the first day of the month after the date of the court decree.

To enroll, you must give your employer a signed Enrollment Form within 31 days after the day you are eligible. We must get this form from your employer within 60 days. If not, you may not be covered.

- If you enroll before, on, or within 31 days after the date you were eligible, then your coverage will start on your eligibility date.
- If you do not enroll within 31 days of your eligibility date, you cannot enroll. Your next chance to enroll is during the *group's* next *Open Enrollment*. Sometimes, you may be able to enroll earlier. See "When You Can Enroll Without Waiting."

If the *group* allows you to choose to leave this *plan*, you will be eligible to enroll again during the *group's* next *Open Enrollment.* You may be able to enroll earlier. See "When You Can Enroll Without Waiting."

Your effective date of coverage is subject to the timely payment of subscription charges on your behalf. Your *participating employer* may ask you to pay all or part of these charges. Talk to your *participating employer* about how much you must pay.

For you to get benefits we must have an *agreement* with the *group* and you must be covered at the time you got the service. The benefits you get will be the benefits in effect at the time the services are provided. The *group's* health plan *agreement* with us may change from time to time, or end, without your consent.

If You Want to Enroll a New Child

Here's how new children are enrolled if you are already covered:

- ♦ Any child born to you will be enrolled from the moment of birth for 31 days; and
- ♦ Any child being adopted by you will be covered for 31 days from the date:
  - You have financial responsibility for the child OR
  - You have the right to control the child's health care.

  You will need to give us legal papers or other proof for either one.

You need to enroll your child, whether newborn or adopted, within those 31 days if you want your child to be covered after the 31 days are over. If you enroll your child, you will need to pay subscription charges, if any, for them from the date their coverage began.

When You Can Enroll Without Waiting

You may enroll without waiting for the *group's* next *open enrollment* period if any of the following are true:

- ♦ **You meet all of the following requirements:**
  - You were covered as an individual or dependent under either:
    - ⇒ Another employer group health plan or health insurance coverage, including coverage under a COBRA or CalCOBRA continuation; or

⇒ A state Medicaid plan or under a state child health insurance program (SCHIP), including the Healthy Families Program or the Access for Infants and Mothers (AIM) Program.

- You certified in writing at the time you became eligible for coverage under this *plan* that you were declining coverage under this *plan* or disenrolling because you were covered under another health plan as stated above and you were given written notice that if you choose to enroll later, you may be required to wait until the *group's* next *open enrollment* period to do so.

- Your coverage under the other health plan wherein you were covered as an individual or dependent ended as follows:

  ⇒ If the other health plan was another employer group health plan or health insurance coverage, including coverage under a COBRA or CalCOBRA continuation, coverage ended because you lost eligibility under the other plan, your coverage under a COBRA or CalCOBRA continuation was exhausted, or employer contributions toward coverage under the other plan terminated. You must properly file a signed Enrollment Form with the *group* within 31 days after the date your coverage ends or the date employer contributions toward coverage under the other plan terminate.

  Loss of eligibility for coverage under an employer group health plan or health insurance includes loss of eligibility due to termination of employment or change in employment status, reduction in the number of hours worked, loss of dependent status under the terms of the *plan*, termination of the other plan, legal separation, divorce, death of the person through whom you were covered, no longer living or working in the Anthem Blue Cross HMO service area (whether or not by your choice), and any loss of eligibility for coverage after a period of time that is measured by reference to any of the foregoing.

⇒ If the other health plan was a state Medicaid plan or a state child health insurance program (SCHIP), including the Healthy Families Program or the Access for Infants and Mothers (AIM) Program, coverage ended because you lost eligibility under the program. You must properly file a signed Enrollment Form with the *group* within 60 days after the date your coverage ended.

- ♦ A court has ordered that your spouse, domestic partner or child be covered under your employee health plan, and you give your employer a signed Enrollment Form within 31 days from the date the court order was issued.

- ♦ We don't have a written statement from the *group* stating that before you chose not to enroll or not be enrolled you were given and signed a notice that told you:

  - If you choose not to enroll for coverage within 31 days after you become eligible; or
  - If you choose to cancel your coverage; and
  - Later choose to enroll;

  Your coverage may not begin until the first day of the month following the end of the *group's open enrollment*.

- ♦ You have a change in family status through either marriage or domestic partnership, or the birth, adoption or placement for adoption of a child:

  - If you enroll following marriage or domestic partnership, you and your new spouse or domestic partner must enroll within 31 days of the date of marriage or domestic partnership. Your new spouse or domestic partner's children may also enroll, but your other children may not enroll unless they qualify under another one of these conditions listed above.
  - If you enroll following the birth, adoption or placement for adoption of a child, your spouse (if you are already married) or domestic partner may also enroll at that time. Other

children may not enroll at that time unless they qualify under another one of these conditions listed above. Application must be made within 31 days of the birth or date of adoption or placement for adoption.

- All of the following conditions are met:
  - You finished the waiting period under the *plan*, if any, but ceased to be eligible due to the end of your employment;
  - You again become eligible based on your employer's eligibility rules; and
  - You enroll within 31 days of your return to work.
- You met or went beyond a lifetime limit on all benefits of another health plan. Your application must be made within 31 days of the date a claim or a portion of a claim is denied because you met or went beyond a lifetime limit on all benefits of another health plan.
- You become eligible for assistance, with respect to the cost of coverage under the employer's group *plan*, under a state Medicaid or SCHIP health plan, including any waiver or demonstration project conducted under or in relation to these plans. You must properly file a signed Enrollment Form with the *group* within 60 days after the date you are determined to be eligible for this assistance.
- You are an employee who is a reservist as defined by state or federal law, who terminated coverage as a result of being ordered to military service as defined under state or federal law, and apply for reinstatement of coverage following reemployment with your employer. Your coverage will be reinstated without any waiting period. The coverage of any dependents whose coverage was also terminated will also be reinstated. For dependents, this applies only to dependents who were covered under the plan and whose coverage terminated when the employee's coverage terminated. Other dependents who were not covered may not enroll at this time unless they qualify under another of the circumstances listed above.

The effective date of coverage for enrollments during a special enrollment period as described above will be on the first day of the month following the date you file the signed Enrollment Form, except as specified below:

- ♦ If a court has ordered that coverage be provided for a dependent child, coverage will become effective for that child on the earlier of:
  - The first day of the month following the date you file the signed Enrollment Form; or
  - Within 30 days after we receive a copy of the court order or of a request from the district attorney, either parent or the person having custody of the child, the *group*, or the *group* administrator.
- ♦ For reservists and their dependents applying for reinstatement of coverage following reemployment with the employer, coverage will be effective as of the date of reemployment.
- ♦ For enrollments following the birth, adoption, or placement for adoption of a child, coverage will be effective as of the date of birth, adoption, or placement for adoption.

Open Enrollment

If you are eligible to be covered as an active employee or a family member, *Open Enrollment* is a time you can enroll. The *group* has this time once a year. This period of time is determined by agreement between us and the *group*.

Participating employers may choose to offer *Open Enrollment* to retirees. If *Open Enrollment* is made available to retirees, participants may change plans but new enrollments are not permitted.

When We Cannot Cancel Your Coverage

We cannot cancel your coverage while:

- ♦ This *plan* is in effect;

- You're eligible;
- Your subscription charges are paid;
- You live or work within a *medical group's* service area;
- You follow your *primary care doctor's* advice and treatment and you work with the *medical group*; and
- You pay all *copays* within 31 days after you get a bill.

The benefits of this *plan* are only for *medically necessary* services as decided by your *medical group* or Anthem.

We are not responsible for any costs you have to pay over the *plan's* benefits.

Only *members* may get benefits under this *plan*. You cannot transfer the right to benefits to another person.

How Your Coverage Ends

We are not required to send you a notice that coverage is ending if you decide, or the *group* decides, to end coverage. Coverage may end:

- **If our *agreement* with the *group* ends.** Coverage ends on the date the *agreement* is terminated or cancelled. If we decide to end the coverage provided to you by the *group* for any of the reasons shown in the *agreement*, we will give written notice of termination, cancellation or non-renewal to the *group*. The *group* will send or give you a copy of the termination, cancellation or non-renewal notice at least seven days prior to the date coverage ends.
- **If the subscription charges are not paid**. If the *group* fails to pay the subscription charges as they become due, we may terminate the *agreement* as of the last day of the Grace Period described below. Nevertheless, we will terminate the *agreement* only upon first giving the employer a written Notice of Cancellation that is delivered to them at least 30-days prior to that cancellation (or any longer period of time required by applicable federal law, rule, or regulation).

- The Notice of Cancellation shall state that the *agreement* shall not be terminated if the *group* makes appropriate payment in full within 30-days after we issue the Notice of Cancellation (or any longer period of time required by applicable federal law, rule, or regulation). The Notice of Cancellation shall also inform the *group* that, if the *agreement* is terminated for non-payment and the *group* wishes to apply for reinstatement, the *group* shall be required to submit a new application for coverage, and that Anthem either may decline to permit reinstatement in its sole discretion or may permit reinstatement upon terms and conditions as it shall determine appropriate in its sole discretion, as set forth in the *agreement*. Per the *agreement*, the *group* will mail a copy of our notice to them to you. If you have any questions about your coverage ending, and how it will affect you, please call the Member Services phone number on your I.D. card.

  Grace Period. For every Subscription Charge Due Date except the first, there is a 30-day grace period in which to pay subscription charges. The grace period begins after the last day of paid coverage. The *agreement* remains in force during the grace period, and coverage is maintained during the grace period. The *group* is liable for payment of subscription charges covering any period of time that the *agreement* remains in force, including any grace period. If the *group* fails to pay us the subscription charges due during the grace period, we will not end your coverage until the end of the grace period. You will not be required by us to pay the subscription charges for the *group* nor will you be required to pay more than your copay for any services received during the grace period.

  If subscription charges due are not paid by the end of the grace period, the *agreement* will be canceled as described above.

- **If the *agreement* is changed at the *group's* request to stop covering the class of employees to which you belong.** We will no longer cover you or your family members on the date of that change.

- **If the *agreement* is changed at the *group's* request to stop covering family members.** We will no longer cover your family members on the date of that change.

- **If you are no longer covered.** Your family members will no longer be covered.

- **If you do not pay your copay.** If you do not pay your *copay* to a provider within 31-days from the date that you are sent a bill by a provider to make your *copay* payment, if requested in writing to us by the provider, Anthem will send you a written notice to let you know that you have not paid your *copay*. If you do not pay your *copay* to the provider within 15-days from the date we sent our notice to you, we will terminate your coverage at 12:00 midnight on the fifteenth day following the date we sent notice to you telling you of this. If your coverage is terminated, Anthem will tell the *group* not to pay any further subscription charges for you. Within 30-days, we will return the pro-rata portion of any monies paid to us by the *group* for your coverage for the unexpired period for which payment has been received together with amounts due on claims, if any, less any amounts due us. The *group* will return your portion of the money returned to them to you.

  If your coverage was ended because you didn't pay your *copay*, and you have now paid it, you may have your coverage reinstated by re-enrolling as follows:

  - If you paid your *copay* and re-enroll on, or within 31-days after the date your coverage was ended, then your coverage will be reinstated to the date your coverage ended. (There will be no lapse of coverage.)

  - If you do not pay your *copay* within 31-days after your coverage would end due to failure to make the required *copay*, but subsequently paid your *copay* and re-enroll within 31-days after you paid your *copay*, then your coverage will start on the next subscription charge due date shown in the *agreement* under the same terms that apply to others in your classification. (There will be a lapse of

coverage for the time period between when we ended your coverage and the date the *group* again pays subscription charges for your coverage.)

- If you did not pay your *copay* within 31-days after the date your coverage ended, and you do not re-enroll within 31-days of the date you paid your *copay*, you will be eligible to enroll again during the *group*'s next *Open Enrollment.*

♦ **If your employer group agreement allows you to cancel at any time.** Your coverage ends on the next subscription charge due date after we receive written notice from the *group* that you have ended your coverage. You must give the *group* written notice to end your coverage.

♦ **If you or a family member are no longer eligible**. Your coverage ends on the next subscription charge due date following the date you are no longer eligible for coverage, except in these cases:

- **Leave of Absence.** If the *group* pays the subscription charges to us, you may be covered while you take a short-term leave of absence your *participating employer* allows. This time period may be extended if required by law.

- **Handicapped Children.** If your child has a physical or mental condition that prevents him or her from getting a self-sustaining job and reaches the upper age limit in this *plan* for a child (26 years), your child can still qualify if he or she is:

  ⇒ Covered under this *plan*.

  ⇒ Still chiefly dependent on you, your spouse or your domestic partner for support and maintenance.

  ⇒ Not able to get a job to self-support himself or herself because of the physical or mental condition.

  A *doctor* must certify in writing that your child is incapable of self-sustaining employment due to a physical or mental condition.

We will notify you that your child's coverage will end when your child reaches the *plan's* upper age limit at least 90 days prior to the date the child reaches that age. You must send proof of the child's physical or mental condition within 60 days of the date you receive our request. If we do not complete our determination of your child's continuing eligibility by the date your child reaches the plan's upper age limit, your child will remain covered pending our determination.

After two years have passed since you gave us the first certification, you may need to send us proof that your child is still chiefly dependent on you, your spouse or your domestic partner for support and maintenance and that a physical or mental condition still exists, but we will not ask for this proof more than once a year.

We will cover your child until he or she no longer has a physical or mental condition that prevents him or her from getting a job or he or she is no longer dependent on you, your spouse or your domestic partner for support and maintenance.

A child is considered chiefly dependent for support and maintenance if he or she qualifies as a dependent for federal income tax purposes.

♦ **Fraud or misrepresentation by you or a family member.** Termination is effective upon the later of: (1) the date shown in the written notice to you; or (2) the date the written notice was mailed to you:

- **Fraud or deception in the use of services or facilities.** You or a family member may individually have your coverage terminated if any of you commits fraud or deception in the use of services or facilities. If you, as the employee, have your coverage terminated for such fraud or deception, coverage for all other family members will also end.

- **Intentional misrepresentation of material fact under the terms of the *agreement*.** If you or a family member purposely gives us incorrect or incomplete material information, and we rely on such information in providing health care services to that member, we may end coverage to that member. If you, the employee, furnish incorrect or incomplete material information, you and all family members may have your coverage ended. No statement made by you, unless it is fraudulent and in writing, will be used in any contest to end your coverage under this *plan*. After your coverage under this plan has been in force for 24 months, no statement made by you will be used to end your coverage.

Note: If your marriage or domestic partnership ends, you must give or send to the *group* written notice that it has ended. Coverage for former spouses and domestic partners, and their dependent children, if any, ends according to the "What You Should Know about Your Coverage" provisions. If Anthem has a loss, because you fail to tell the *group* your marriage or domestic partnership ended, Anthem may recover any actual loss from you. If you fail to give the *group* notice in writing that your marriage or domestic partnership ended, it will not delay or prevent the end of your marriage or domestic partnership. If you notify the *group* in writing to cancel coverage for a former spouse or domestic partner, and the children of the former spouse or domestic partner, if any, right away at the end of your marriage or domestic partnership, such notice will be considered compliance with the requirements of this provision.

You may be entitled to continued benefits under terms which are specified elsewhere under Keeping Anthem Blue Cross HMO After Your Coverage Status Changes, and Extension.

A Medical Group Can End its Services to You

- **If you move away from the area it serves.** You will need to ask to transfer to another *medical group*. If you move outside the Anthem Blue Cross HMO service area, you won't be eligible for Anthem Blue Cross HMO.

- Call the *Member Services number* on your Member ID card, or ask the *group* for a *membership change form.*
- The change in your *medical group* will happen on the first day of the month after we get your request.

♦ **If you refuse to follow a treatment** your *doctor* recommends when there is no other better choice, your coverage may end with that *doctor* and/or *medical group*. We will help you get coverage with another *doctor* and/or *medical group*.

♦ **If your conduct threatens others.** If you act in a way that threatens the safety of Anthem employees, providers, other plan members, or other patients, or repeatedly behave in a manner that substantially impairs Anthem's ability to furnish or arrange services for you or other *members* or substantially impairs a provider's ability to provide services to other patients, your *medical group* may ask us to move you to another *medical group*. You will have the opportunity to respond to any allegations that any such behavior has occurred.

If You Believe Your Coverage Has Been Cancelled Unfairly

If you believe your coverage has been or will be improperly cancelled, you may file a complaint with us according to the procedures described in the section called "How to Make a Complaint". You should file your complaint as soon as possible after you receive notice that your coverage will end. You may also ask for a review of the matter by the Director of the Department of Managed Health Care. If your coverage is still in effect when you file a complaint, we will continue to provide coverage to you under the terms of this *plan* until a final determination of your request for review has been made, including any review by the Director of the Department of Managed Health Care (this does not apply if your coverage is cancelled because the subscription charges have not been paid). If your coverage is maintained in force pending the outcome of the review, subscription charges must still be paid to us on your behalf.

Keeping Anthem Blue Cross HMO After Your Coverage Status Changes

If your employer employs 20 or more people, you may be able to keep on being covered even after you no longer work for that employer. This is called *COBRA*. Ask your employer for more information.

You or Your Family Members May Choose *COBRA*

You can go on being covered by Anthem:

- When your job ends, for any reason other than gross misconduct.
- When you lose coverage under an employer's plan because your work hours have reduced.
- When, as a retiree, your benefits are canceled or reduced because your former employer filed for Chapter 11 bankruptcy.

Your family members, other than a domestic partner, or the child of a domestic partner, can go on being covered by Anthem even.

- If your job ends, for any reason other than gross misconduct.
- If you lose coverage under an employer's plan because your work hours have reduced.
- If you were to die.
- If you are divorced or legally separated.
- If your child is no longer qualifies as a dependent. For example, your child reaches the upper age limit of the *plan*.
- If you become entitled to Medicare.

***COBRA* does not apply to a domestic partner, or the child of a domestic partner, under this *plan*.**

Your employer will let you or your family members know that you have a right to keep your health plan under *COBRA*. If

you marry or have a new child during this time, your new spouse or child can be enrolled as a family member. But only a child born to or placed for adoption with you will have the same rights as someone who was covered under the *plan* just before *COBRA* was elected.

Your employer will notify you or your family members if you can continue your coverage under *COBRA* when:

- You lose your job or your work hours are reduced.
- Your benefits as a retiree are canceled or reduced because your former employer filed for Chapter 11 bankruptcy.
- You die or become entitled to Medicare. Your employer will notify your family members.

You must inform your employer if your family members want *COBRA* coverage within 60 days from the date:

- You get a divorce or legal separation.
- Your child is no longer a dependent.

If You Want to Keep Your Health Plan

- ♦ Tell your employer within 60 days of the date you get your notice of your right to keep your health plan.
- ♦ You can have coverage for all the *members* of the family, or only some of them.
- ♦ If you don't choose *COBRA* during those 60 days, you cannot have it later.
- ♦ Your employer must send your payment and the *COBRA* forms to keep you covered within 45 days after you choose to keep it.

You may have to pay the whole cost. You should know that you may have to pay the whole cost of staying on the health plan.

- ♦ You must send your payment to the employer every month.

- Your employer must send it to Anthem. This will keep your coverage going.

The subscription charge that applies to the employee will also apply to:

- A spouse, because of divorce, separation or death.
- A child, even if you or your spouse do not choose *COBRA* (if more than one child enrolls, subscription charges for the number enrolling will apply).

How Long You Can Be Covered

You can go on being covered until the first of the following events takes place:

- The end of eighteen months (18) if you lost your job or your hours were lowered. (Note: If your *COBRA* began on or after January 1, 2003 and ends after 18 months, you can keep your medical coverage only under CalCOBRA for up to another 18 months, making a total of 36 months under *COBRA* and CalCOBRA combined. You must completely use up your eligibility under *COBRA* first. Your CalCOBRA rights are explained later in this section.)
- The date our *agreement* with the *group* ends.
- The date you stop paying the monthly charges.
- The date you first become covered under another group health plan.
- The date you first become entitled to Medicare.

Your family members can go on being covered until the first of the following events takes place:

- Eighteen months (18) if you lost your job, or your hours were lowered. However, this does not apply if coverage did not end when you became entitled to Medicare before you lost your job or your work hours were lowered. *COBRA* coverage ends 36 months from the date you became entitled to Medicare if

entitlement occurred within the 18 months before the date your job ended or your work hours were lowered. (Note: If your *COBRA* began on or after January 1, 2003 and ends after 18 months, or some longer period if you became entitled to Medicare before you lost your job or your work hours were lowered but sooner than 36 months, you can keep your medical coverage only under CalCOBRA for the balance of 36 months under *COBRA* and CalCOBRA combined. You must completely use up your eligibility under *COBRA* first. Your CalCOBRA rights are explained later in this section.)

- ♦ Thirty-six months (36) if there was a death, divorce, or legal separation.
- ♦ Thirty-six months (36) if the child is no longer dependent.
- ♦ Thirty-six months (36) from your entitlement to Medicare.
- ♦ The date our *agreement* with the *group* ends.
- ♦ The date they first become eligible under another group health plan.
- ♦ They stop paying monthly charges.
- ♦ They first become entitled to Medicare.

Your family members may be able to get extended *COBRA* coverage if they experience another event described above. If a second event occurs, your family members may extend *COBRA* up to 36 months from the date of the first event if:

- Your family members were originally covered under the first event; and
- Your family members were covered under the *plan* when the second event occurred.

This period may not go beyond 36 months from the date of the first event.

Other Coverage Options Besides COBRA Continuation Coverage

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through the conditions listed under "When You Can Enroll Without Waiting". Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

Retirement and COBRA

If you are a retiree and your benefits are canceled or reduced because your former employer filed for Chapter 11 bankruptcy, you may be covered for the remainder of your life. Your covered family members may continue coverage for 36 months after your death. Coverage ends when:

- Our *agreement* with your former employer ends.
- You or your family member stops paying the monthly charges.
- You or your family member first becomes covered under another group health plan.

If You or a Family Member is Disabled

If you or a family member is determined by Social Security to be disabled, your whole family may be able to be covered for up to 29 months. This is an additional 11 months following the 18 months of *COBRA* coverage due to your job loss or reduction of work hours. You may be covered for the additional 11 months if you or a family member is determined to be disabled by Social Security before the job loss or reduction of work hours or during the first 60 days of *COBRA* continuation.

You must show your employer proof that the Social Security Administration (SSA) found that you or your family member was disabled. You must show your employer this proof during the first

18 months of your *COBRA* continuation and no later than 60 days after the later of the following:

- The date of the Social Security Administration's finding of the disability.
- The date the original qualifying event happened.
- The date you lost coverage.
- The date you are told you must show your employer the disability notice.

For the 19th through 29th months that the disability goes on, the employer must send the monthly charges.

- This will be **150%** of the applicable rate for the length of time the disabled person is covered, depending on how many family members are being covered.
- If the disabled person is not covered during this additional 11 months, the charge will stay at **102%** of the applicable rate.
- The employer must send the charges to us every month.
- You may have to pay the whole cost.

This coverage will last until the first of the following events takes place:

- The end of the month following a period of 30 days after the SSA finds that the family member is no longer disabled.
- The end of 29 months. (Note: If your *COBRA* began on or after January 1, 2003 and ends after 29 months, you can keep your medical coverage only under CalCOBRA for up to another seven (7) months, making a total of 36 months under *COBRA* and CalCOBRA combined. You must completely use up your eligibility under *COBRA* first. Your CalCOBRA rights are explained later in this section.)
- You stop paying the monthly charges.
- The *agreement* with the *group* ends.

- You get another health plan that will cover the disability.
- The disabled person becomes entitled to Medicare.

You must let your employer know within 30 days that the SSA found that you or your family member is no longer disabled.

If a second event occurs during this additional 11 months, *COBRA* may extend for up to 36 months from the date of the first event. The charge will be **150%** of the applicable rate for the 19th through 36th months if the disabled person is covered. This charge will be **102%** of the applicable rate for any periods of time the disabled person is not covered after the 18th month.

What About After COBRA?

After *COBRA* ends, you may be able to keep your coverage through another program called "CalCOBRA", which is explained in the next section.

CalCOBRA

If your coverage under federal *COBRA* started on or after January 1, 2003, you can keep on being covered under CalCOBRA if your federal *COBRA* ended:

- 18 months after your qualifying event, if your job ended or your work hours were reduced; or
- 29 months after your qualifying event if you qualified for the additional 11 months of federal *COBRA* because of a disability.

You must completely use up your eligibility under federal *COBRA* before you can get coverage under CalCOBRA. You are not eligible for CalCOBRA if:

- You have Medicare;
- You have or get coverage under another group plan; or
- You are eligible for or covered under federal *COBRA*.

Coverage under CalCOBRA is for medical benefits only.

You will be told about your rights. Within 180 days before your federal *COBRA* ends, your employer will tell you that you have a right to keep your coverage under CalCOBRA. If you want to keep your coverage, you must tell your employer in writing within 60 days before the date your federal *COBRA* ends or when you are told of your right to keep your coverage under CalCOBRA, whichever is later. If you don't tell your employer in writing during this time period you will not be able to keep your coverage.

You can add family members to your CalCOBRA coverage. For dependents acquired while you are covered under CalCOBRA, coverage begins according to the enrollment provisions of this *plan*.

You may have to pay the whole cost of your CalCOBRA coverage. This cost will be:

- 110% of the applicable rate if your coverage under federal *COBRA* ended after 18 months; or
- 150% of the applicable rate if your coverage under federal *COBRA* ended after 29 months.

You must send your payment to your employer every month. Your employer must send it to us to keep your coverage going.

You must send your first payment, along with your enrollment form, to your employer within 45 days after you tell your employer you want to keep your coverage. You must send the payment by first class mail or some other reliable means. Your payment must be enough to pay the amount required and the entire amount due. If your employer doesn't get the correct payment within this 45 day period, you won't be able to get coverage under CalCOBRA. After you make the first payment, all other payments are due on the first day of each following month.

If your payment of the subscription charge is not received when due, your coverage will be cancelled. Your coverage will be cancelled only after you have been sent written notice of cancellation at least 30 days before your coverage is cancelled (or any longer period of time required by applicable federal law, rule,

or regulation). If you make payment in full within this time period, your coverage will not be cancelled. If you do not make this payment in full within this time period, your coverage will be cancelled as of 12:00 midnight on the thirtieth day after the date the cancellation notice is sent (or any longer period of time required by applicable federal law, rule, or regulation) and will not be reinstated. Any payment received after this time period runs out will be refunded to you within 20 business days. You are still responsible for any unpaid subscription charges that you owe, including subscription charges that apply during any grace period.

We may change the amount of your payment as of any payment due date. If we do, we will tell you in writing at least 60 days before the increase takes effect.

You must give us current information. We will rely on the eligibility information you give us as correct without checking on it, but we maintain the right to check any information you give us.

Coverage through a *prior plan*. If you were covered through CalCOBRA under the *prior plan*, you can keep your coverage under this plan for the rest of the continuation period. But your coverage will end if you don't follow the enrollment rules and make the payments within 30 days of being told your CalCOBRA coverage under the *prior plan* will end.

When CalCOBRA starts. When you tell your employer in writing that you want to keep your coverage through CalCOBRA and pay the first payment, your coverage will be reinstated back to the date federal *COBRA* ended. If you enroll a family member while you are covered through CalCOBRA, the family member's coverage begins according to the enrollment provisions of this *plan*.

When CalCOBRA ends. Your coverage under CalCOBRA will end when the first of the following events takes place:

- The end of 36 months after the date of your qualifying event under federal *COBRA**.
- The date our *agreement* with the *group* ends.

- The date your employer stops providing coverage to the class of *members* you belong to.
- The date you stop paying the monthly charges. Your coverage will be cancelled after written notification, as explained above.
- The date you become covered under another group health plan.
- The date you become entitled to Medicare.
- The date you become covered under federal *COBRA*.

CalCOBRA will also end if you move out of our service area or commit fraud.

* If your coverage under CalCOBRA started under a *prior plan*, the 36 month period will be dated from the time of your qualifying event under that *prior plan*.

Note. Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in higher cost or you could be denied coverage entirely.

Other Ways of Keeping Blue Cross HMO After Your Coverage Status Changes

Coverage for Surviving Family Members

Some *participating employers* may provide coverage for surviving family members of employees who die while covered under this *plan*. When such coverage is available, your family members may continue coverage after your death. It ends when one of the following occurs:

- The surviving spouse remarries.
- The subscription charges aren't paid when they were due.
- The *participating employer* cancels coverage for the class you belonged to.

- The *agreement* ends.
- In the case of a dependent child, he or she is no longer eligible.
- The surviving family member becomes covered under another group health plan.

Members must contact their *participating employer* to find out if coverage for surviving family members is available.

Note: The *group* may require that a greater amount of the cost be paid for the coverage under this continuation than they require of employees with, or without, family members. Check with the *participating employer* to find out the amount of your subscription charge under this provision.

Extension

If our *agreement* with the *group* ends. Your coverage can be canceled or changed without us telling you.

But, if you or a family member is *totally disabled* and getting the care of a *doctor*, your benefits for treating the totally disabling condition will go on, if:

- The disabled person is staying in a *hospital* or *skilled nursing facility* as long as the *stay* is *medically necessary*. You will get your benefits until you are no longer staying in the *hospital*.
- If you are not now in a *hospital* or nursing facility, you may still be able to get total disability benefits. Your *doctor* must send us a written statement of your disability. It must be sent within 90 days and every 90 days after that.

If you get coverage under another health *plan* that provides benefits, without limitation, for your disability, this extension of benefits is not available.

Your benefits will end when:

- You are no longer disabled.
- Your *plan* has paid the most it can.
- You get another health plan which will cover your disability.
- Twelve (12) months have passed.

How to Make a Complaint

While Anthem Blue Cross HMO helps you get the care you need, we don't actually give the care.

We contract with *medical groups*, *doctors*, and other *health care providers*. They are not employees of Anthem. The *hospitals*, nursing facilities and other health agencies are independent contractors.

However, we want to help you get the care and service you need. Here's how:

- **Talk to your *Anthem Blue Cross HMO coordinator*.** If you have questions about your services, call your *Anthem Blue Cross HMO coordinator*. He or she may be able to help you right away. You may also call the *Member Services number* on your member ID card.

- **Filing a Complaint.** If you are still unhappy and wish to file a complaint, you should fill out a "Member Issue Form." You can get this form from your *Anthem Blue Cross HMO coordinator* or from us. Complete the form and mail it to us or you may call us at the *Member Services number* on your member ID card and ask one of our Member Services representatives to fill out the Member Issue Form for you. You may also file a complaint with us online or print the Member Issue Form through the Anthem Blue Cross website at **www.anthem.com/ca**.

- **If you believe your coverage has been cancelled unfairly.** If you believe your coverage has been or will be improperly cancelled, you may also file a complaint with us.

  In filing a complaint, you must:

  - Include the following information from your Member ID Card:

    – Your group number.

    – Your member identification number.

- Explain what happened or what you would like help with.

You must file your complaint with us no later than 180 days after the date you get a denial notice from us or your *medical group* or any other incident or action you are not satisfied with.

When you mail in the Member Issue form or file your complaint online, you are starting the formal complaint process. If you have an acute or urgent condition, you have the right to ask for an expedited review of an appeal for service that has been denied by your *medical group*. Expedited appeals must be resolved within three days.

♦ **Get help from Anthem.** You may ask for a review from Anthem.

- Just call us at the *Member Services number* shown on your Member ID card.
- Or write to us at the following address:

Anthem Blue Cross

Grievance and Appeal Management

P.O. Box 4310

Woodland Hills, CA 91365

- Tell us all about your complaint.
- Send this along with any bills or records.

Except for complaints that concern the *prescription drug formulary*, we will review and respond to your complaint with the following timeframes:

- 30 days after we get and look at the facts of your complaint, we will send you a letter to tell you how we have solved the problem.
- If your case is urgent and involves an imminent threat to your health, such as severe pain or the loss of life or

limb or major bodily function, we'll expedite the review and resolve your complaint within three days.

- **We will meet with you.** For issues dealing with whether a service is *medically necessary* or appropriate, you may:
  - appear in person before the committee meeting to review your appeal;
  - send someone else to represent you before the committee; or
  - have a telephone conference call with the committee.
- **You have the right to review all documents that are part of your complaint file and to give evidence and testimony as part of the complaint process.**
- **If, after our denial, we consider, rely on or generate any new or additional evidence in connection with your claim, we will provide you with that new or additional evidence, free of charge.** We will not base our appeal decision on a new or additional rationale without first providing you (free of charge) with, and a reasonable opportunity to respond to, any such new or additional rationale. If we fail to follow the appeal procedures outlined under this section the appeals process may be deemed exhausted. However, the appeals process will not be deemed exhausted due to minor violations that do not cause, and are not likely to cause, prejudice or harm so long as the error was for good cause or due to matters beyond our control.
- **If you don't like what the committee decides or it does not decide what to do within 30 days (or within three days for urgent cases).** You may complain directly to the Department of Managed Health Care (see later page). If your case is urgent and involves an imminent threat to your health as described above, you do not have to go through this complaint process or wait 30 days to complain to the Department of Managed Health Care (DMHC). You may do so right away. You may also, at any time, use *binding arbitration* to resolve your dispute. (See "Arbitration" on a later page.)

- **If your complaint is about the cancellation of your coverage,** you may also complain to the DMHC right away if the DMHC agrees that your complaint requires immediate review. If your coverage is still in effect when you file your complaint, we will continue to provide coverage to you under the terms of the *plan* until a final determination of your request for review has been made, including any review by the Director of the Department of Managed Health Care (this does not apply if your coverage is cancelled because the subscription charges have not been paid). If your coverage is maintained in force pending the outcome of the review, subscription charges must still be paid to us on your behalf. If your coverage has already ended when you file the complaint, your coverage will not be maintained. If the Director of the Department of Managed Health Care determines that your coverage should not have been cancelled, we will reinstate your coverage back to the date it was cancelled. Subscription charges must be paid current to us on your behalf from the date coverage is reinstated.

- **Questions about your outpatient prescription drug coverage.** If you have questions or concerns about your outpatient prescription drug coverage, please call the Pharmacy Member Services phone number on your ID card. If you are not happy about how your concerns are taken care of, you may use the complaint process above.

  Prescription Drug List Exceptions

  Please refer to the "Exception Request for a Quantity, Dose or Frequency Limitation, Step Therapy, or a Drug not on the Prescription Drug Formulary" section in "Getting Prescription Drugs" for the process to submit an exception request for *drugs* not on the *prescription drug formulary*.

Independent Medical Review of Denials of Experimental or Investigative Treatment

If coverage for a proposed treatment is denied because we or your *medical group* determine that the treatment is *experimental* or

investigative, you may ask that the denial be reviewed by an external independent medical review organization which has a contract with the California Department of Managed Health Care ("DMHC"). Your request for this review may be sent to the DMHC. You pay no application or processing fees of any kind for this review. You have the right to provide information in support of your request for review. A decision not to participate in this review process may cause you to give up any statutory right to pursue legal action against us regarding the disputed health care service. We will send you an application form and an addressed envelope for you to use to ask for this review with any grievance disposition letter denying coverage for this reason. You may also request an application form by calling us at the telephone number listed on your identification card or write to us at Anthem Blue Cross Grievance and Appeals Management, P.O. Box 4310, Woodland Hills, CA 91365. To qualify for this review, all of the following conditions must be met:

- You have a life threatening or seriously debilitating condition. The condition meets either or both of the following descriptions:
  - A life threatening condition or a disease is one where the likelihood of death is high unless the course of the disease is interrupted. A life threatening condition or disease can also be one with a potentially fatal outcome where the end point of clinical intervention is the patient's survival.
  - A seriously debilitating condition or disease is one that causes major irreversible morbidity.
- Your *medical group* must certify that either (a) standard treatment has not been effective in improving your condition, (b) standard treatment is not medically appropriate, or (c) there is no more beneficial standard treatment covered by this *plan* than the proposed treatment.
- The proposed treatment must either be:

- Recommended by an *Anthem Blue Cross HMO provider* who certifies in writing that the treatment is likely to be more beneficial than standard treatments, or
- Requested by you or by a licensed board certified or board eligible *doctor* qualified to treat your condition. The treatment requested must be likely to be more beneficial for you than standard treatments based on two documents of scientific and medical evidence from the following sources:
  - Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized standards;
  - Medical literature meeting the criteria of the National Institute of Health's National Library of Medicine for indexing in Index Medicus, Excerpta Medicus (EMBASE), Medline, and MEDLARS database of Health Services Technology Assessment Research (HSTAR);
  - Medical journals recognized by the Secretary of Health and Human Services, under Section 1861(t)(2) of the Social Security Act;
  - Either of the following: (i) The American Hospital Formulary Service's Drug Information, or (ii) the American Dental Association Accepted Dental Therapeutics;
  - Any of the following references, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer chemotherapeutic regimen: (i) the Elsevier Gold Standard's Clinical Pharmacology, (ii) the National Comprehensive Cancer Network Drug and Biologics Compendium, or (iii) the Thomson Micromedex DrugDex;
  - Findings, studies or research conducted by or under the auspices of federal governmental agencies and nationally recognized federal research institutes,

including the Federal Agency for Health Care Policy and Research, National Institutes of Health, National Cancer Institute, National Academy of Sciences, Centers for Medicare and Medicaid Services, Congressional Office of Technology Assessment, and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services; and

– Peer reviewed abstracts accepted for presentation at major medical association meetings.

In all cases, the certification must include a statement of the evidence relied upon.

You must ask for this review within six months of the date you receive a denial notice from us in response to your grievance, or from the end of the 30 day or three day grievance period, whichever applies. This application deadline may be extended by the DMHC for good cause.

Within three business days of receiving notice from the DMHC of your request for review we will send the reviewing panel all relevant medical records and documents in our possession, as well as any additional information submitted by you or your *doctor*. Any newly developed or discovered relevant medical records that we or an *Anthem Blue Cross HMO provider* identifies after the initial documents are sent will be immediately forwarded to the reviewing panel. The external independent review organization will complete its review and render its opinion within 30 days of its receipt of request for review (or within seven days if your *doctor* determines that the proposed treatment would be significantly less effective if not provided promptly). This timeframe may be extended by up to three days for any delay in receiving necessary records.

Please note: If you have a terminal illness (an incurable or irreversible condition that has a high probability of causing death within one year or less) and proposed treatment is denied because the treatment is determined to be *experimental*, you may also meet

with our review committee to discuss your case as part of the complaint process (see “How to Make a Complaint”).

Independent Medical Review of Complaints Involving a Disputed Health Care Service

You may ask for an independent medical review (“IMR”) of disputed health care services from the Department of Managed Health Care (“DMHC”) if you think that we or your *medical group* have wrongly denied, changed, or delayed health care services. A "disputed health care service" is any health care service eligible for coverage and payment under your *plan* that has been denied, changed, or delayed by us or your *medical group*, in whole or in part because the service is not *medically necessary*.

The IMR process is in addition to any other procedures or remedies that you may have. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of the request for IMR. We must give you an IMR application form and an addressed envelope for you to use to ask for IMR with any complaint disposition letter that denies, changes, or delays health care services. A decision not to participate in the IMR process may cause you to lose any lawful right to pursue legal action against us about the disputed health care service.

Eligibility: The DMHC will look at your application for IMR to confirm that:

1. One or more of the following conditions have been met:

   (a) Your provider has recommended a health care service as *medically necessary*, or

   (b) You have had *urgent care* or *emergency services* that a provider determined was *medically necessary*, or

   (c) You have been seen by an *Anthem Blue Cross HMO provider* for the diagnosis or treatment of the medical condition for which you want independent review;

2. The disputed health care service has been denied, changed, or delayed by us or your *medical group*, based in whole or in part on a decision that the health care service is not *medically necessary*; and

3. You have filed a complaint with us or your *medical group* and the disputed decision is upheld or the complaint is not resolved after 30 days. If your complaint requires expedited review you need not participate in our complaint process for more than three days. The DMHC may waive the requirement that you follow our complaint process in extraordinary and compelling cases.

You must apply for IMR within six months of the date you receive a denial notice from us in response to your complaint or from the end of the 30 day or three day complaint period, whichever applies. This application deadline may be extended by the DMHC for good cause.

If your case is eligible for IMR, the dispute will be submitted to a medical specialist or specialists who will make an independent determination of whether or not the care is *medically necessary*. You will get a copy of the assessment made in your case. If the IMR determines the service is *medically necessary*, we will provide the health care service.

For non-urgent cases, the IMR organization designated by the DMHC must provide its determination within 30 days of getting your application and supporting documents. For urgent cases involving an imminent and serious threat to your health, including, but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of your health, the IMR organization must provide its determination within 3 days.

For more information regarding the IMR process, or to ask for an application form, please call us at the *Member Services number* on your Member ID card.

Department Of Managed Health Care

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at **1-800-365-0609** or at the TDD line **1-866-333-4823** for the hearing and speech impaired and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's internet website (**www.dmhc.ca.gov**) has complaint forms, IMR applications forms and instructions online.

Arbitration

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to:

- This *plan* or the *agreement*, or breach or rescission thereof; or
- In relation to care or delivery of care, including any claim based on contract, tort or statute;

must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute regarding a claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.

The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this ARBITRATION provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The *member* and Anthem agree to be bound by these arbitration provisions and acknowledge that they are giving up their right to trial by jury for both medical malpractice claims and any other disputes.

California Health & Safety Code section 1363.1 requires that any arbitration agreement include the following notice based on California Code of Civil Procedure 1295(a): **It is understood that any dispute as to medical malpractice, that is, whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings and except for disputes regarding a claim for damages within the jurisdictional limits of the small claims court. Both parties to this contract, by entering into it, acknowledge that they are giving up their constitutional right to have any and all disputes, including medical malpractice claims, decided in a court of law before a jury, and instead are accepting the use of arbitration.**

The *member* and Anthem agree to give up the right to participate in class arbitrations against each other. Even if applicable law permits class actions or class arbitrations:

- The *member* waives any right to pursue, on a class basis, any such controversy or claim against Anthem; and
- Anthem waives any right to pursue on a class basis any such controversy or claim against the *member*.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the *member* making written demand on Anthem. The arbitration will be conducted by Judicial Arbitration and Mediation Services ("JAMS"), according to its applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by agreement of the *member* and Anthem, or by order of the court, if the *member* and Anthem cannot agree.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs will be shared equally by the parties, except in cases of extreme financial hardship, upon application to the neutral arbitration entity to which the parties have agreed, in which cases, Anthem will assume all or a portion of the costs of the arbitration.

Please send all *binding arbitration* demands in writing to Anthem Blue Cross, 21555 Oxnard Street, Woodland Hills, CA 91367 marked to the attention of the Member Services Department listed on your identification card.

Other Things You Should Know

Using a Claim Form to Get Benefits

Here's what you or your health care provider must do:

- Fill out the claim form.
- List and describe clearly the services you got and how much they cost.
- Send the form to Anthem within 90 days of the date you got the service.

If you are not able to send the claim in within 90 days, you may have up to 12 more months. We will not pay for your benefits if you or the health care provider do not send the claims within that time. You must use claim forms; we won't accept canceled checks or receipts.

Member's Cooperation

You will be expected to complete and submit to us all such authorizations, consents, releases, assignments and other documents that may be needed in order to obtain or assure reimbursement under Medicare, Workers' Compensation or any other governmental program. If you fail to cooperate (including if you fail to enroll under Part B of the Medicare program where Medicare is the responsible payer), you will be responsible for any charge for services.

Getting Repaid by a Third Party

Sometimes someone else may have to pay for your medical care if an injury, disease, or other health problem is their fault or their responsibility. Whatever we cover will depend on the following:

- Your *medical group* and Anthem will automatically have a legal claim (lien) to get back the costs we covered, if you get a settlement or judgment from the other person or their insurer or

guarantor. We should get back what we spent on your medical care.

- If we paid the provider other than on a capitated basis, our lien will not be more than amount we paid for those services.
- If we paid the provider on a capitated basis, our lien will not be more than 80% of the usual and customary charges for those services in the geographic area in which they were given.
- If you hired an attorney to gain your recovery from the third party, our lien will not be for more than one-third of the money due you under any final judgment, compromise, or settlement agreement.
- If you did not hire an attorney, our lien will not be for more than one-half of the money due you under any final judgment, compromise or settlement agreement.
- If a final judgment includes a special finding by a judge, jury, or arbitrator that you were partially at fault, our lien will be reduced by the same comparative fault percentage by which your recovery was reduced.
- Our lien is subject to a pro rata reduction equal to your reasonable attorney's fees and costs in line with the common fund doctrine.

♦ You must write to your *medical group* and Anthem about your claim within 60 days of filing a claim against the third party.

- You will need to sign papers and give us the help we need to get back our costs.
- If you don't do this, you will have to pay us back out of your own money.

♦ We will have the right to get our money back, even if what you, or someone acting for you, got back is less than the actual loss you suffered.

Coordination of Benefits

If you're covered by this group health plan, and one or more other medical or dental plans, total benefits may be limited as shown below. These provisions apply separately each calendar year to each person and are based mainly on California law.

Definitions

When used in this section, the following words and phrases have the meanings explained here.

Allowed Expense is any needed, reasonable and customary item of expense which is at least partially covered by any plan covering the person for whom claim is made. When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid. An expense that is not covered by any plan covering the person for whom claim is made is not an Allowable Expense.

The following are not Allowable Expense:

1. Use of a private hospital room is not an Allowable Expense unless the patient's stay in a private *hospital* room is *medically necessary* in terms of generally accepted medical practice, or one of the plans routinely provides coverage for *hospital* private rooms.

2. If you are covered by two plans that calculate benefits or services on the basis of a reasonable and customary amount or relative value schedule reimbursement method or some other similar reimbursement method, any amount in excess of the higher of the reasonable and customary amounts.

3. If a person is covered by two plans that provide benefits or services on the basis of negotiated rates or fees, an amount in excess of the lower of the negotiated rates.

4. If a person is covered by one plan that calculates its benefits or services on the basis of a reasonable and customary amount or relative value schedule reimbursement method or some other

similar reimbursement method and another plan provides its benefits or services on the basis of negotiated rates or fees, any amount in excess of the negotiated rate.

5. The amount of any benefit reduction by the Principal Plan because you did not comply with the plan's provisions is not an Allowable Expense. Examples of these types of provisions include second surgical opinions, utilization review requirements, and network provider arrangements.

6. If you advise us that all plans covering you are high deductible health plans as defined by Section 223 of the Internal Revenue Code, and you intend to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code, any amount that is subject to the primary high deductible health plan's deductible.

Other Plan is any of the following:

1. Group, blanket or franchise insurance coverage;

2. Group service plan contract, group practice, group individual practice and other group prepayment coverages;

3. Group coverage under labor-management trusteed plans, union benefit organization plans, employer organization plans, employee benefit organization plans or self-insured employee benefit plans;

4. Medicare, except when by law Medicare's benefits are secondary to those of any private insurance program or another non-governmental program.

Each contract or arrangement for coverage listed above will be considered a separate plan. The rules of these provisions will apply only when the other plan has coordination of benefits provisions.

Primary Plan is the plan which will have its benefits figured first.

This Plan is the part of this *plan* that provides benefits subject to this provision.

Effect on Benefits

This provision will apply in determining a person's benefits under This Plan for any *calendar year* if the benefits under This Plan and any Other Plans, exceed the Allowable Expenses for that *calendar year*.

1. If This Plan is the primary plan, then we will figure out its benefits first without taking into account any other plan.
2. If This Plan isn't the primary plan, then we may reduce its benefits so that the benefits of all the plans aren't more than the allowed expense.
3. The benefits of This Plan will never be more than the benefits we would have paid if you were covered only under this *plan*.

If This Plan isn't the primary plan, you may be billed by a health care provider. If you receive a bill, you should submit it to your *medical group*.

Order of Benefits Determination

The following rules determine the order in which benefits will be paid:

1. A plan with no coordination provision will pay its benefits first. This always includes Medicare except when by law This Plan must pay before Medicare.
2. A plan which covers you through your employer pays before a plan which covers you as a family member. But if you have Medicare and are also a dependent of an active employee under another employer plan, this rule might change. If Medicare's rules say that Medicare pays after the plan that covers you as a dependent but before your employer's plan, then the plan that covers you as a dependent pays before a plan which covers you through your employer. This might happen if you are covered under This Plan as a retiree.
3. For a dependent child covered under plans of two parents, the plan of the parent whose birthday falls earlier in the calendar year pays before the plan of the parent whose birthday falls

later in the year. But if one plan doesn't have a birthday rule provision, that plan's provisions will determine the order of benefits.

Exception to rule 3: If a dependent child's parents are divorced or separated, the following rules will be used instead of rule 3:

a. The plan of the parent who has custody, will pay first, unless he or she has remarried.

b. If the parent with custody has remarried, then the order is as follows:

   i. The plan which covers that child as a dependent of the parent with custody.

   ii. The plan which covers that child as a dependent of the stepparent (married to the parent with custody).

   iii. The plan which covers that child as a dependent of the parent without custody.

   iv. The plan which covers that child as a dependent of the stepparent (married to the parent without custody).

c. However, if there is a court decree which holds one parent responsible for that child's health care coverage, the plan which covers that child as a dependent of the responsible parent pays first.

4. The plan covering you as a laid-off or retired employee or as such employee's dependent pays after another plan covering you. But if either plan doesn't have a rule about laid-off or retired employees, rule 6 applies.

5. A plan covering you under a state or federal continuation of coverage pays after another plan. However, if the other plan doesn't have this rule, this rule won't apply.

6. When the rules above don't apply, the plan that has covered you longer pays first unless two of the plans have the same

effective date. In this case, allowed expense is split evenly between the two plans.

Our Rights Under This Provision

Responsibility For Timely Notice. We aren't responsible for coordination of benefits unless we get information from the asking party.

Reasonable Cash Value. If you get benefits from another plan in the form of services, the value of services in cash will be considered allowed expense and a benefit paid.

Facility of Payment. If another plan pays benefits that this plan should have paid, we will pay the other plan an amount determined by us. This will be considered a benefit paid under this *plan*, and will fully satisfy what we are responsible for.

Right of Recovery. If we pay benefits that are more than we should have paid under this provision, the *medical group* and we may make appropriate adjustment to claims or recover the extra amounts from one or more of the following:

- The persons to or for whom payments were made;
- Insurance companies or service plans; or
- Other organizations.

In most instances such recovery or adjustment activity shall be limited to the *calendar year* in which the error is discovered.

If You Qualify for Medicare

Active Employees and Family Members Age 65 or Over Who Are Eligible for Medicare

If you are:

- Age 65 or over; AND
- An Employee who is not retired; OR
- A Dependent of the Employee above who is not retired; AND

- Eligible for Part A of Medicare; AND
- Eligible and enrolled under this *plan*;

you will get the benefits of this *plan* without taking into account Medicare unless you've chosen Medicare as your primary plan. If you've chosen Medicare as your primary health plan, you won't be able to get any benefits under this *plan*.

Other Members Who are Eligible for Medicare

If you are:

- A *retired employee* age 65 or more and eligible for Part A of Medicare; OR
- The spouse of a *retired employee* and are age 65 or more; OR
- Getting treatment for end-stage renal disease after the first 30 months you are entitled to end-stage renal disease benefits under Medicare; OR
- Entitled to Medicare benefits as a disabled person, unless you have a current employment status (as determined by Medicare's rules) and are enrolled in this *plan* through a group of 100 or more employees;

Medicare is your primary health plan. You will get the benefits of this *plan* if and only if you have actually enrolled in Medicare and completed any consents, assignments, releases, and other documents needed to get Medicare repayments for this *plan* or its *medical groups*.

Any benefits covered under both this Plan and Medicare will be covered according to Medicare Secondary Payer legislation, regulations, and Centers for Medicare & Medicaid Services guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, terms of this *plan*, and federal law.

Except when federal law requires us to be the primary payer, the benefits under this *plan* for *members* age 65 and older, or *members* otherwise eligible for Medicare, do not duplicate any benefit for

which Members are entitled under Medicare, including Part B. Where Medicare is the responsible payer, all sums payable by Medicare for services provided to you shall be reimbursed by or on your behalf to us, to the extent we have made payment for such services. If you do not enroll in Medicare Part B when you are eligible, you may have large out-of-pocket costs. Please refer to Medicare.gov for more details on when you should enroll, and when you are allowed to delay enrollment without penalties.

If you are enrolled in Medicare, your Medicare coverage will not affect the services provided or covered under this *plan* except as follows:

- Medicare must provide benefits first for any services covered both by Medicare and under this *plan*.
- For services you receive that are covered both by Medicare and under this *plan*, that are not prepaid by us, coverage under this *plan* will apply only to Medicare deductibles, coinsurance, and other charges for covered services over and above what Medicare pays.
- For services you received that are covered both by Medicare and under this *plan*, that are prepaid by us, we make no additional payment.
- For any given claim, the combination of benefits provided by Medicare and the benefits provided under this *plan* will not be more than what is considered allowed expense for the covered services.

If you have questions about how your benefits will be coordinated with Medicare, please call our *Member Services number* on your Member ID card.

Other Things You Should Know

Transition Assistance for New *Members*: Transition Assistance is a process that allows for completion of covered services for new *members* receiving services from a *doctor* who is not an *Anthem Blue Cross HMO provider*. If you are a new *member*, you may

request Transition Assistance if any one of the following conditions applies:

- An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of covered services shall be provided for the duration of the acute condition.
- A serious chronic condition. A serious chronic condition is a medical condition caused by a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by Anthem in consultation with you and the *doctor* who is not an *Anthem Blue Cross HMO provider* and consistent with good professional practice. Completion of covered services shall not exceed twelve (12) months from the time you enroll with Anthem.
- A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Completion of covered services shall be provided for the duration of the pregnancy.
- A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one (1) year or less. Completion of covered services shall be provided for the duration of the terminal illness.
- The care of a newborn *child* between birth and age thirty-six (36) months. Completion of covered services shall not exceed twelve (12) months from the time the *child* enrolls with Anthem.

- Performance of a surgery or other procedure that is authorized as part of a documented course of treatment and that has been recommended and documented by the provider to occur within 180 days of the time you enroll with Anthem.

Call us at the *Member Services number* listed on your ID card to ask for transition assistance or to get a copy of the written policy. Eligibility is based on your clinical condition and is not determined by diagnostic classifications. Transition assistance does not provide coverage for services not otherwise covered under the *plan*.

We will notify you by telephone, and the provider by telephone and fax, as to whether or not your request for Transition Assistance is approved. If approved, you will be financially responsible only for applicable deductibles, coinsurance, and copayments under the *plan*. Financial arrangements with doctors who are not *Anthem Blue Cross HMO providers* are negotiated on a case-by-case basis. We will ask that the *doctor* agree to accept reimbursement and contractual requirements that apply to *Anthem Blue Cross HMO providers*, including payment terms, who are not capitated. If the *doctor* does not agree to accept said reimbursement and contractual requirements, we are not required to continue that *doctor's* services. If you do not meet the criteria for Transition Assistance, you are afforded due process including having your request reviewed.

Continuity of Care after Termination of *Medical Group*:
Subject to the terms and conditions set forth below, Anthem will provide benefits at the *Anthem Blue Cross HMO provider* level for covered services (subject to applicable copayments, coinsurance, deductibles and other terms) received from a *medical group* at the time the *medical group's* contract with us terminates (unless the *medical group's* contract terminates for reasons of medical disciplinary cause or reason, fraud, or other criminal activity).

You must be under the care of the *medical group* at the time the *medical group's* contract terminates. The terminated *medical group* must agree in writing to provide services to you in accordance with the terms and conditions of the agreement with

Anthem prior to termination. The terminated *medical group* must also agree in writing to accept the terms and reimbursement rates that apply to *Anthem Blue Cross HMO providers* who are not capitated. If the terminated *medical group* does not agree with these contractual terms and conditions, we are not required to continue the terminated *medical group's* services beyond the contract termination date.

Anthem will provide such benefits for the completion of covered services by a terminated *medical group* only for the following conditions:

- An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of covered services shall be provided for the duration of the acute condition.

- A serious chronic condition. A serious chronic condition is a medical condition caused by a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by Anthem in consultation with you and the terminated *medical group* and consistent with good professional practice. Completion of covered services shall not exceed twelve (12) months from the date the *medical group's* contract terminates.

- A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Completion of covered services shall be provided for the duration of the pregnancy.

- A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one (1) year or less. Completion of covered

services shall be provided for the duration of the terminal illness.

- The care of a newborn *child* between birth and age thirty-six (36) months. Completion of covered services shall not exceed twelve (12) months from the date the *medical group's* contract terminates.
- Performance of a surgery or other procedure that is authorized as part of a documented course of treatment and that has been recommended and documented by the provider to occur within 180 days of the date the *medical group's* contract terminates.

Such benefits will not apply to *medical groups* who have been terminated due to medical disciplinary cause or reason, fraud, or other criminal activity.

Please call us at the *Member Services number* listed on your ID card to ask for continuity of care or to get a copy of the written policy. Eligibility is based on the *member's* clinical condition and is not determined by diagnostic classifications. Continuity of care does not provide coverage for services not otherwise covered under the *plan*.

We will notify you by telephone, and the *medical group* by telephone and fax, as to whether or not your request for continuity of care is approved. If approved, you will be financially responsible only for applicable deductibles, coinsurance, and copayments under the *plan*. Financial arrangements with terminated *medical groups* are negotiated on a case-by-case basis. We will ask that the terminated *medical group* agree to accept reimbursement and contractual requirements that apply to *Anthem Blue Cross HMO providers*, including payment terms, who are not capitated. If the terminated *medical group* does not agree to accept the same reimbursement and contractual requirements, we are not required to continue that *medical group's* services. If you disagree with our determination regarding continuity of care, you may file a complaint with us by following the procedures described in the section called "How to Make a Complaint".

This provision also applies if the contractual or employment relationship between your *medical group* or us and the *primary care doctor* or *specialist* from whom you are receiving care terminates. In this situation, please request continuity of care through your *Anthem Blue Cross HMO coordinator*.

Transition Assistance and Continuity of Care may be revoked or modified prior to the services being rendered for reasons including but not limited to the following:

- Your coverage under this *plan* ends;
- The *agreement* with the *group* terminates;
- You reach a benefit maximum that applies to the services in question;
- Your benefits under the *plan* change so that the services in question are no longer covered or are covered in a different way.

Payment of Benefits. You authorize us to make payments directly to providers for covered services. In no event, however, shall our right to make payments directly to a provider be deemed to suggest that any provider is a beneficiary with independent claims and appeal rights under the *plan*. We reserve the right to make payments directly to you as opposed to any provider for covered service, at our discretion. In the event that payment is made directly to you, you have the responsibility to apply this payment to the claim from the non-*Anthem Blue Cross HMO provider*. Payments and notice regarding the receipt and/or adjudication of claims may also be sent to, an Alternate Recipient (which is defined herein as any child of a Subscriber who is recognized, under a "Qualified Medical Child Support Order", as having a right to enrollment under the *group's plan*), or that person's custodial parent or designated representative. Any payments made by us (whether to any provider for covered service or you) will discharge our obligation to pay for covered services. You cannot assign your right to receive payment to anyone, except as required by a "Qualified Medical Child Support Order" as defined by, and if subject to, ERISA or any applicable state law.

If you receive services from an *Anthem Blue Cross HMO provider*, at which or as a result of which, you receive non-*emergency* covered services provided by an non-*Anthem Blue Cross HMO provider HMO provider*, you will pay the non-*Anthem Blue Cross HMO provider* no more than the same cost sharing that you would pay for the same covered services received from an *Anthem Blue Cross HMO provider*. You will not have to pay the non-*Anthem Blue Cross HMO provider* more than the *Anthem Blue Cross HMO provider* cost sharing for such non-*emergency* covered services.

Once a provider performs a covered service, we will not honor a request to withhold payment of the claims submitted.

The coverage, rights, and benefits under the plan are not assignable by any *member* without the written consent of the *plan*, except as provided above. This prohibition against assignment includes rights to receive payment, claim benefits under the *plan* and/or law, sue or otherwise begin legal action, or request *plan* documents or any other information that a participant or beneficiary may request under ERISA. Any assignment made without written consent from the *plan* will be void and unenforceable.

Inter-Plan Arrangements

Out-of-Area Services

Overview. We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever you access healthcare services outside the geographic area we serve (the "Anthem Blue Cross" Service Area"), the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below. When you receive care outside of the Anthem Blue Cross Service Area, you will receive it from one of two kinds of providers. Most providers ("participating providers") contract with the local Blue Cross and/or Blue Shield Plan in that geographic area ("Host Blue"). Some providers ("non-participating providers") do not

contract with the Host Blue. We explain below how we pay both kinds of providers.

Anthem Blue Cross covers only limited healthcare services received outside of the Anthem Blue Cross Service Area. For example, *emergency* or *urgent care* obtained outside the Anthem Blue Cross Service Area is always covered. Any other services will not be covered when processed through any Inter-Plan Arrangements, unless authorized by Anthem Blue Cross.

Inter-Plan Arrangements Eligibility – Claim Types

Most claim types are eligible to be processed through Inter-Plan Arrangements, as described above. Examples of claims that are not included are *prescription drugs* that you obtain from a *pharmacy* and most dental or vision benefits.

A. BlueCard® Program

Under the BlueCard® Program, when you receive covered services within the geographic area served by a Host Blue, we will still fulfill our contractual obligations. But, the Host Blue is responsible for: (a) contracting with its providers; and (b) handling its interactions with those providers.

When you receive covered services outside the Anthem Blue Cross Service Area and the claim is processed through the BlueCard Program, the amount you pay is calculated based on the lower of:

- The billed charges for covered services; or
- The negotiated price that the Host Blue makes available to us.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to the provider. Sometimes, it is an estimated price that takes into account special arrangements with that provider. Sometimes, such an arrangement may be an average price, based on a discount that results in expected average savings for services provided by similar types of providers. Estimated and average pricing arrangements may also involve types of settlements, incentive payments and/or other credits or charges.

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

B. Negotiated (non–BlueCard Program) Arrangements

With respect to one or more Host Blues, instead of using the BlueCard Program, Anthem Blue Cross may process your claims for covered services through Negotiated Arrangements for National Accounts.

The amount you pay for covered services under this arrangement will be calculated based on the lower of either billed charges for covered services or the negotiated price (refer to the description of negotiated price under Section A. BlueCard Program) made available to Anthem Blue Cross by the Host Blue.

C. Special Cases: Value-Based Programs

BlueCard® Program

If you receive covered services under a Value-Based Program inside a Host Blue's Service Area, you will not be responsible for paying any of the provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Anthem Blue Cross through average pricing or fee schedule adjustments. Additional information is available upon request.

Value-Based Programs: Negotiated (non–BlueCard Program) Arrangements

If Anthem Blue Cross has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the *group* on your behalf, Anthem Blue Cross will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted above for the BlueCard Program.

D. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees

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

E. Non-participating Providers Outside Our Service Area

1. Allowed Amounts and Member Liability Calculation

When covered services are provided outside of Anthem Blue Cross's Service Area by non-participating providers, we may determine benefits and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount you pay for such services as deductible or copayment will be based on that allowed amount. Also, you may be responsible for the difference between the amount that the non-participating provider bills and the payment we will make for the covered services as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network *emergency* services.

2. **Exceptions**

In certain situations, we may use other pricing methods, such as billed charges or the pricing we would use if the healthcare services had been obtained within the Anthem Blue Cross Service Area, or a special negotiated price to determine the amount we will pay for services provided by non-participating providers. In these situations, you may be liable for the difference between the amount that the non-participating provider bills and the payment we make for the covered services as set forth in this paragraph.

F. Blue Cross Blue Shield Global Core® Program

If you plan to travel outside the United States, call Member Services to find out your Blue Cross Blue Shield Global Core benefits. Benefits for services received outside of the United States may be different from services received in the United States. The Plan only covers *emergency*, including ambulance, and *urgent*

care outside of the United States. Remember to take an up to date health ID card with you.

When you are traveling abroad and need medical care, you can call the Blue Cross Blue Shield Global Core Service Center any time. They are available 24 hours a day, seven days a week. The toll free number is 800-810-2583. Or you can call them collect at 804-673-1177.

If you need inpatient hospital care, you or someone on your behalf, should contact us for preauthorization. Keep in mind, if you need *emergency* medical care, go to the nearest hospital. There is no need to call before you receive care.

Please refer to the "Medical Management Programs" section in this booklet for further information. You can learn how to get pre-authorization when you need to be admitted to the hospital for *emergency* or non-emergency care.

How Claims are Paid with Blue Cross Blue Shield Global Core

In most cases, when you arrange inpatient hospital care with Blue Cross Blue Shield Global Core, claims will be filed for you. The only amounts that you may need to pay up front are any copayment or deductible amounts that may apply.

You will typically need to pay for the following services up front:

- *Doctor* services;
- Inpatient hospital care not arranged through Blue Cross Blue Shield Global Core; and
- Outpatient services.

You will need to file a claim form for any payments made up front.

When you need Blue Cross Blue Shield Global Core claim forms you can get international claims forms in the following ways:

- Call the Blue Cross Blue Shield Global Core Service Center at the numbers above; or
- Online at www.bcbsglobalcore.com.

You will find the address for mailing the claim on the form.

When you can't get care. If there is an epidemic or public disaster and you can't get care for covered services, we'll refund the unearned part of the subscription charge paid for you. We must receive a request for the refund in writing and along with proof of the need for care within 31 days. This payment meets our duty under this *plan*.

Right of Recovery. Whenever payment has been made in error, or the reasonable cash value of benefits provided under this *plan* exceeds the maximum amount for which we are liable, we and your *medical group* will have the right to make appropriate adjustment to claims or recover such payment or excess amount from you or, if applicable, the provider, in accordance with applicable laws and regulations. In the event we recover a payment made in error from the provider, except in cases of fraud or misrepresentation on the part of the provider, we will only recover such payment from the provider within 365 days of the date we made the payment on a claim submitted by the provider. We reserve the right to deduct or offset any amounts paid in error from any pending or future claim.

Under certain circumstances, if we pay your healthcare provider amounts that are your responsibility, such as deductibles, co-payments or co-insurance, we may collect such amounts directly from you. You agree that we have the right to recover such amounts from you.

We have oversight responsibility for compliance with provider and vendor and subcontractor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a provider, vendor, or subcontractor resulting from these audits if the return of the overpayment is not feasible.

We have established recovery policies to determine which recoveries are to be pursued, when to incur costs and expenses, and whether to settle or compromise recovery amounts. We will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. We may not provide you with

notice of overpayments made by us or you if the recovery method makes providing such notice administratively burdensome.

Who takes care of your COBRA coverage. Anthem is not the *plan* administrator of your *COBRA* coverage. The *participating employer*, or someone the *participating employer* hires, most often takes care of administrating the *group's* health plan. The *participating employer* must let you know about any changes, give you notices, or let you know about the details of the health plan.

Workers' Compensation. Our health plan *agreement* with the *group* doesn't change your coverage by the Workers' Compensation program. It doesn't take the place of Workers' Compensation.

Renewing our *agreement* with the *group*. We can renew our *agreement* at certain times. We may change the subscription charges, or other terms of the *plan* from time to time without your consent.

Terms of Coverage

- In order for you to be entitled to benefits, both the *agreement* and your coverage under it must be in effect on the date the expense giving rise to a claim for benefits is incurred.
- Your benefits will depend on what is covered on the date you get the service or supply for which the charge is made.
- The *agreement* can be amended, modified or terminated without your consent.

Nondiscrimination. No person who is eligible to enroll will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability, sexual orientation or identity, gender, or age.

Consumer Relations Committee. We have a special committee made up of people who are covered by our plan, health care providers taking part in Anthem Blue Cross HMO, and a member of our Board of Directors. This committee reviews information about finances and any complaints of *members* among other things.

It advises the Board of Directors about how to make sure *members* are served well and with respect.

Confidentiality and Release of Information. Applicable state and federal law requires us to undertake efforts to safeguard your medical information.

For informational purposes only, please be advised that a statement describing our policies and procedures regarding the protection, use and disclosure of your medical information is available on our website and can be furnished to you upon request by contacting our Member Services department.

Obligations that arise under state and federal law and policies and procedures relating to privacy that are referenced but not included in this booklet are not part of the contract between the parties and do not give rise to contractual obligations.

Medical Policy and New Technology. Anthem reviews and evaluates new technology. It does this using criteria set by its medical directors. The criteria it uses helps it decide if:

- the new technology is still investigational; or
- has medical necessity.

A committee called Medical Policy and Technology Assessment Committee (MPTAC) gives Anthem guidance. They also validate Anthem's medical policy. MPTAC is made up of about 20 doctors. They come from various medical specialties and geographic areas. They include Anthem's medical directors, doctors in academic medicine and doctors who practice managed care medicine. Anthem's conclusions, based on MPTAC guidance, are incorporated into Anthem's medical policy used to:

- form decision protocols for particular diseases and injuries; or
- treatments for particular disease or injuries; and
- determine what is *medically necessary*.

Legal Actions. No attempt to recover on the *plan* through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this *plan*. No such action may be started later than three years from the time written proof of loss is required to be furnished. If you bring a civil action under Section 502(a) of ERISA, you must bring it within one year of the grievance or appeal decision.

Conformity with Laws. Any provision of the *agreement* which, on its effective date, is in conflict with the laws of the governing jurisdiction, is hereby amended to conform to the minimum requirements of such laws.

Value-Added Programs. We may offer health or fitness related programs to our members, through which you may access discounted rates from certain vendors for products and services available to the general public. Products and services available under this program are not covered services under your plan but are in addition to plan benefits. As such, program features are not guaranteed under your health plan contract and could be discontinued at any time. We do not endorse any vendor, product or service associated with this program. Program vendors are solely responsible for the products and services you receive.

Voluntary Clinical Quality Programs. We may offer additional opportunities to assist you in obtaining certain covered preventive or other care (e.g., well child check-ups or certain laboratory screening tests) that you have not received in the recommended timeframe. These opportunities are called voluntary clinical quality programs. They are designed to encourage you to get certain care when you need it and are separate from covered services under your *plan*. These programs are not guaranteed and could be discontinued at any time. We will give you the choice and if you choose to participate in one of these programs, and obtain the recommended care within the program's timeframe, you may receive incentives such as gift cards or retailer coupons, which we encourage you to use for health and wellness related activities or items. Under other clinical quality programs, you may receive a home test kit that allows you to collect the specimen for certain covered laboratory tests at home and mail it to the

laboratory for processing. You may also be offered a home visit appointment to collect such specimens and complete biometric screenings. You may need to pay any cost shares that normally apply to such covered laboratory tests (e.g., those applicable to the laboratory processing fee) but will not need to pay for the home test kit or the home visit. If you have any questions about whether receipt of a gift card or retailer coupon results in taxable income to you, we recommend that you consult your tax advisor.

Voluntary Wellness Incentive Programs. We may offer health or fitness related program options for purchase by your *group* to help you achieve your best health. These programs are not covered services under your *plan*, but are separate components, which are not guaranteed under this *plan* and could be discontinued at any time. If your *group* has selected one of these options to make available to all employees, you may receive incentives such as gift cards by participating in or completing such voluntary wellness promotion programs as health assessments, weight management or tobacco cessation coaching. Under other options a *group* may select, you may receive such incentives by achieving specified standards based on health factors under wellness programs that comply with applicable law. If you think you might be unable to meet the standard, you might qualify for an opportunity to earn the same reward by different means. You may contact us at the Member Services number on your ID card and we will work with you (and, if you wish, your *doctor*) to find a wellness program with the same reward that is right for you in light of your health status. If you receive a gift card as a wellness reward and use it for purposes other than for qualified medical expenses, this may result in taxable income to you. For additional guidance, please consult your tax advisor.

Payment Innovation Programs. We pay HMO network providers through various types of contractual arrangements. Some of these arrangements – Payment Innovation Programs (Program(s)) – may include financial incentives to help improve quality of care and promote the delivery of health care services in a cost-efficient manner.

These Programs may vary in methodology and subject area of focus and may be modified by us from time to time, but they will be generally designed to tie a certain portion of an HMO network provider's total compensation to pre-defined quality, cost, efficiency or service standards or metrics. In some instances, HMO network providers may be required to make payment to us under the Program as a consequence of failing to meet these pre-defined standards.

The Programs are not intended to affect your access to health care. The Program payments are not made as payment for specific covered services provided to you, but instead, are based on the HMO network provider's achievement of these pre-defined standards. You are not responsible for any copayment or coinsurance amounts related to payments made by us or to us under the Program(s), and you do not share in any payments made by HMO network providers to us under the Program(s).

Program Incentives. We may offer incentives from time to time at our discretion in order to introduce you to new programs and services available under this *plan*. The purpose of these incentives include, but is not limited to, making you aware of cost effective benefit options or services, helping you achieve your best health, and encouraging you to update member-related information. These incentives may be offered in various forms such as retailer coupons, gift cards and health-related merchandise. Acceptance of these incentives is voluntary as long as we offer the incentives program. We may discontinue an incentive for a particular new service or program at any time. If you have any questions about whether receipt of an incentive or retailer coupon results in taxable income to you, we recommend that you consult your tax advisor.

Important Words to Know

The meanings of key terms used in this booklet are shown below.

Agreement is the Group Benefit Agreement between Anthem and the ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY (the "*group*"). In it, we agree to what benefits will be given to you.

Anthem Blue Cross (Anthem) is a health care service plan, regulated by the California Department of Managed Health Care.

Anthem Blue Cross HMO coordinator is the person at your *medical group* who can help you with understanding your benefits and getting the care you need.

Anthem Blue Cross HMO providers are licensed health care providers who have an agreement with Anthem to provide services to you.

Authorized referral occurs when you, because of your medical needs, require the services of a *specialist* who is a non-*Anthem Blue Cross HMO provider* for the treatment of *mental health conditions* and substance abuse, behavioral health treatment for pervasive developmental disorder or autism, or transgender services, or require special services or facilities not available at a contracting *hospital*, but only when the referral has been authorized by us before services are rendered and when the following conditions are met:

1. there is no *Anthem Blue Cross HMO provider* who practices in the appropriate specialty, or there is no contracting *hospital* which provides the required services or has the necessary facilities;

2. that meets the adequacy and accessibility requirements of state or federal law; and

3. the *member* is referred to *hospital* or *doctor* that does not have an agreement with Anthem for a covered service by an *Anthem Blue Cross HMO provider*

Binding Arbitration is a process used to resolve complaints. It is used instead of going to a court of law. In binding arbitration, you and Anthem agree to meet with an arbitrator and go by the decision of the arbitrator.

Biosimilar (Biosimilars) is a type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product.

Brand name drugs are *prescription drugs* that we classify as *brand name drugs* or our *pharmacy benefit manager* has classified as *brand name drugs* through use of an independent proprietary industry database.

Chat Therapy is a synchronous text-message style communication session between a licensed Psychologist, Clinical Social Worker (L.C.S.W.), Marriage and Family Therapist (L.M.F.T.) or Professional Counselor (L.P.C.) and a patient that provides one-to-one virtual interactive counseling sessions. Each scheduled session lasts approximately one hour and can be accessed via a computer or mobile device using a secured platform arranged for by Anthem.

COBRA is a special law that gives you a chance to keep your health plan even if you lose your job, have a reduction in hours or a change in dependents status. You will usually have to pay the monthly charges to keep the *plan* under COBRA.

Compound Medication is a mixture of *prescription drugs* when a commercially available dosage form of a *medically necessary* medication is not available, all the ingredients of the *compound drug* are FDA approved in the form in which they are used in the *compound medication* and as designated in the FDA's Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a prescription to dispense and are not essentially the same as an FDA approved product from a *drug* manufacturer. Non-FDA approved non-proprietary, multisource ingredients that are vehicles essential for compound administration may be covered.

Controlled Substances are *drugs* and other substances that are considered controlled substances under the Controlled Substances Act (CSA) which are divided into five schedules.

Copay is the amount you pay to get a *medically necessary* service with an *Anthem Blue Cross HMO provider*. Anthem pays the provider the rest. It is also the amount you pay when you buy *drugs* or medicines from a *drugstore* or through the home delivery program.

Copay Limit is the most you will have to pay in one calendar year in *copays*.

Cosmetic services are services or surgery performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance.

Custodial care is care for your personal needs. This includes help in walking, bathing or dressing. It also includes: preparing food or special diets; feeding by utensil, tube or gastrostomy; suctioning; and giving medicine which you usually do yourself, or any other care for which the services of a health care provider are not needed.

If *medically necessary*, benefits will be provided for feeding (by tube or gastrostomy) and suctioning.

Doctor means a doctor of medicine (M.D.) or doctor of osteopathy (D.O.) who is licensed to practice medicine or osteopathy where the care is given.

Drug means a prescribed drug approved by the State of California or the federal government for use by the public. Under this *plan*, insulin is thought of as a *prescription drug*.

Drugstore means a store where you get medicine from a licensed pharmacist.

Emergency or Emergency Medical Condition means a medical or behavioral health condition manifesting itself by acute symptoms of sufficient severity including severe pain such that the

absence of immediate medical attention could reasonably be expected to result in any of the following:

- Placing the patient's health or the health of another person (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- Serious impairment to bodily functions; or
- Serious dysfunction of any bodily organ or part.

Emergency includes being in active labor when there is inadequate time for a safe transfer to another *hospital* prior to delivery, or when such a transfer would pose a threat to the health and safety of the *member* or unborn child.

An *emergency medical condition* includes a *psychiatric emergency medical condition*, which is a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following: a) an immediate danger to himself or herself or to others, or b) immediately unable to provide for, or utilize, food, shelter, or clothing, due to the mental disorder.

Emergency services are services given because of a medical or psychiatric *emergency*.

Experimental procedures are those that are mainly limited to laboratory and/or animal research.

Facility-based care is inpatient or outpatient care provided in a *hospital*, *psychiatric health facility*, or *residential treatment center* for the treatment of *mental health conditions* or substance abuse.

Formulary drug is a *drug* listed on the *Prescription Drug Formulary*.

Generic drugs are *prescription drugs* that we classify as *generic drugs* or that our PBM has classified as *generic drugs* through use of an independent proprietary industry database. *Generic drugs* have the same active ingredients, must meet the same FDA rules for safety, purity and potency, and must be given in the same form (tablet, capsule, cream) as the *brand name drug*.

Group refers to the business entity to which we have issued this *agreement*. The name of the group is ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY.

Health care provider means the kinds of providers, other than M.D.s or D.O.s, that take care of your health and are covered under this *plan*. The provider must:

- Have a license to practice where the care is given and provide a service covered by that license; or
- Be permitted by California law to provide behavioral health treatment services for the treatment of pervasive developmental disorder or autism only; or
- Give you a service that is paid for under this *plan*.

For nutritional counseling for the treatment of eating disorders such as anorexia nervosa and bulimia nervosa, "health care provider" includes registered dietitians or another nutritional professional with a master's or higher degree in a field covering clinical nutrition sciences, from a college or university accredited by a regional accreditation agency, who is deemed qualified to provide these services by the referring M.D. or D.O.

Home health agencies are licensed providers who give you skilled nursing and other services in your home. Medicare must approve them as home health providers and/or be recognized by the Joint Commission on the Accreditation of Healthcare Organizations.

Hospice is an agency or organization that gives a specialized form of interdisciplinary care that controls pain and relieves symptoms and helps with the physical, emotional, social, and spiritual discomforts of a terminally ill person, as well as giving support to the primary caregiver and the patient's family. A hospice must be currently licensed as a hospice according to Health and Safety Code section 1747 or a licensed *home health agency* with federal Medicare certification according to Health and Safety Code sections 1726 and 1747.1. You may ask for a list of *hospices*.

Hospital is a place which provides diagnosis, treatment and care supervised by *doctors*. It must be licensed as a general acute care hospital.

The term hospital will also include *psychiatric health facilities* (only for acute care of a *mental health condition* or substance abuse) and *residential treatment centers*.

Independent practice association (IPA) is a *medical group* made up of a group of *doctors* who practice in private offices. The IPA has an agreement with Anthem to provide health care.

Intensive In-Home Behavioral Health Program is a range of therapy services provided in the home to address symptoms and behaviors that, as the result of a *mental health condition* or substance abuse disorder, put a *member* and others at risk of harm.

Intensive Outpatient Program is a structured, multidisciplinary behavioral health treatment that provides a combination of individual, group and family therapy in a program that operates no less than 3 hours per day, 3 days per week.

Interchangeable Biologic Product is a type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product. In addition to meeting the biosimilarity standard, it is expected to produce the same clinical result as the reference product in any given patient.

Investigative procedures or medications are those that have progressed to limited use on humans, but which are not generally accepted as proven and effective within the organized medical community.

Medical group is a group of *doctors* with an agreement with Anthem to provide health care.

Medically necessary procedures, services, supplies or equipment are those that your *medical group* or Anthem decides are:

- Appropriate and necessary for the diagnosis or treatment of the medical condition.
- Clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease.
- Provided for the diagnosis or direct care and treatment of the medical condition.
- Within standards of good medical practice within the organized medical community.
- Not primarily for your convenience, or for the convenience of your *doctor* or another provider.
- Not more costly than an alternative service, including the same service in an alternative setting, or sequence of services that is medically appropriate and is likely to produce equivalent therapeutic or diagnostic results in regard to the diagnosis or treatment of the patient's illness, injury, or condition.

  For example we will not provide coverage for an inpatient admission for surgery if the surgery could have been performed on an outpatient basis or an infusion or injection of a *specialty drug* provided in the outpatient department of a hospital if the *drug* could be provided in a *doctor's* office or the home setting; and
- The most appropriate procedure, supply, equipment or service which can safely be provided. The most appropriate procedure, supply, equipment or service must satisfy the following requirements:
  - There must be valid scientific evidence demonstrating that the expected health benefits from the procedure, equipment, service or supply are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications,

for you with the particular medical condition being treated than other possible alternatives; and

- Generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable.

Member is the person who gets the health plan from his or her employer or an enrolled family member. An employee may enroll in only one health plan provided by Anthem, or any of its affiliates, which is sponsored by the *group*.

Member services number is the 800-number you can call at Anthem to answer your questions about Anthem Blue Cross HMO. You will find the number on your Member ID card.

Membership Change Form is a form you need to make changes in your health plan. You may need a new *medical group*, or to add a new family member. Ask your employer for the form if you need it.

Member drugstore means a drugstore that has a contract and works with Anthem to give you services. Call your local drugstore and ask if it works with Anthem. Or call the toll-free Member Services telephone number to find a drugstore with Anthem.

Mental health conditions include conditions that constitute *severe mental disorders* and serious emotional disturbances of a child, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), as well as any mental health condition identified as a "mental disorder" in the DSM, Fourth Edition Text Revision (DSM IV). Substance abuse means drug or alcohol abuse or dependency.

Non-member drugstores mean drugstores that are not part of the Anthem network. Most of the time, you will have to pay more out of your pocket when you go to one of these drugstores.

Open Enrollment is a period of time each year that you can change your *plan* options. You can also add or drop eligible family members if you need to. Talk to the *group* about when Open Enrollment takes place.

Partial Hospitalization Program is a structured, multidisciplinary behavioral health treatment that offers nursing care and active individual, group and family treatment in a program that operates no less than 6 hours per day, 5 days per week.

Participating Employer is a member agency of the ASSOCIATION OF CALIFORNIA WATER AGENCIES JOINT POWERS INSURANCE AUTHORITY (the "group"). The employer must:

1. Be co-grantor of the Association of California Water Agencies Joint Powers Insurance Authority;
2. Have applied for and been accepted for Anthem Blue Cross HMO (coverage under the agreement; and
3. Not be eligible for coverage under, or be the holder of, any other Anthem Blue Cross Group Benefit Agreement, except another agreement through the *group*.

Pharmacy and Therapeutics Process is a process in which health care professionals including nurses, pharmacists, and *physicians* determine the clinical appropriateness of *drugs* and promote access to quality medications. The process also reviews *drugs* to determine the most cost effective use of benefits and advise on programs to help improve care. Our programs include, but are not limited to, *drug* utilization programs, prior authorization criteria, therapeutic conversion programs, cross-branded initiatives, and *drug* profiling initiatives.

Pharmacy Benefits Manager (PBM) is a company that manages pharmacy benefits on Anthem's behalf. Anthem's PBM has a nationwide network of *retail pharmacies*, a *home delivery* pharmacy, and clinical services that include prescription drug list management.

The management and other services the PBM provides include, but are not limited to, managing a network of *retail pharmacies* and operating a mail service pharmacy. Anthem's PBM, in consultation with Anthem, also provides services to promote and assist *members* in the appropriate use of pharmacy benefits, such as

review for possible excessive use, proper dosage, drug interactions or drug/pregnancy concerns.

Plan is the set of benefits talked about in this booklet. From time to time, there may be some changes in what is covered depending on the *agreement* we have with your employer. If changes are made to the plan, you will get a new booklet or a copy of an amendment showing the changes that were made.

Prescription means a written order or refill notice issued by a licensed prescriber for medication.

Prescription Drug Formulary is one which we have made of *prescription drugs* for outpatient use that may be cost-effective, therapeutic choices. Any *drug store* with Anthem can assist you in buying *drugs* listed on the Prescription Drug Formulary. You may also get information about covered formulary drugs by calling the number on the back of your ID Card or going to our internet website anthem.com/ca.

Prescription drug maximum allowed amount is the maximum amount we will allow for any *drug*. The amount is determined by us using prescription drug cost information provided to us by the *pharmacy benefits manager*. The amount is subject to change. You may find out the prescription drug maximum allowed amount of a particular drug by calling the number on the back of your ID Card.

Preventive Care Services include routine examinations, screenings, tests, education, and immunizations administered with the intent of preventing future disease, illness, or injury. Services are considered preventive if you have no current symptoms or prior history of a medical condition associated with that screening or service. These services shall meet requirements as determined by federal and state law, and are to become effective in accordance with those laws, including but not limited to, the Patient Protection and Affordable Care Act (PPACA). Sources for determining which services are recommended include the following:

- Services with an “A” or “B” rating from the United States Preventive Services Task Force (USPSTF);

- Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
- Preventive care and screenings for infants, children and adolescents as provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
- Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration.

Please call us at the Member Services number listed on your ID card for additional information about services that are covered by this *plan* as preventive care services. You may also refer to the following websites that are maintained by the U.S. Department of Health & Human Services:

- https://www.healthcare.gov/what-are-my-preventive-care-benefits
- http://www.ahrq.gov
- http://www.cdc.gov/vaccines/acip/index.html

Primary care doctor is a *doctor* who is a member of the *medical group* you have chosen to give you health care. *Primary care doctor*s include general and family practitioners, internists and pediatricians. Certain *specialists* as we may approve may also be designated *primary care doctor*s.

Prior plan is a plan sponsored by the *group* which was replaced by this *plan* within 60 days of when it ended. You are considered covered under the prior plan if you:

- Were covered under the prior plan on the date that plan ended;
- Properly enrolled for coverage within 31 days of this *plan's* effective date; and
- Had coverage terminate solely due to the prior plan's ending.

Prosthetic devices take the place of a body part that does not work or is missing. These include orthotic devices, rigid or semi-supportive devices which may support the motion of a weak or diseased part of the body.

Psychiatric emergency medical condition is a mental disorder that manifests itself by acute symptoms of sufficient severity that the patient is either:

- An immediate danger to himself or herself or to others, or
- Immediately unable to provide for or utilize food, shelter, or clothing due to the mental disorder.

Psychiatric health facility is a 24-hour facility, that is:

- Licensed by the California Department of Health Services.
- Qualified to provide short-term inpatient treatment.
- Accredited by the Joint Commission on Accreditation of Health Care Organizations (JCAHCO).
- Staffed by a professional staff which includes a *doctor* as medical director.

Reconstructive surgery is surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following: (a) improve function; or (b) create a normal appearance, to the extent possible.

Reproductive or Sexual Health Care Services as described in California state law which are the following:

- Medical care related to the prevention or treatment of pregnancy.
- Medical care related to the diagnosis or treatment of an infectious, contagious, or communicable disease, if such disease is required for reporting to a local health officer, or is a related sexually-transmitted disease.

- ♦ Medical care related to the prevention of a sexually-transmitted disease.
- ♦ For alleged rape or sexual assault, medical care related to the diagnosis or treatment of the condition, and the collection of medical evidence after an alleged rape or sexual assault.
- ♦ HIV testing.

Please see the Reproductive or Sexual Health Care Services section under "When You Need Care" for more information.

Residential treatment center is an inpatient treatment facility where the *member* resides in a modified community environment and follows a comprehensive medical treatment regimen for treatment and rehabilitation of *mental health conditions* and substance abuse. The facility must be licensed to provide psychiatric treatment of *mental health conditions* and substance abuse according to state and local laws and requires a minimum of one *doctor* visit per week in the facility. The facility must be fully accredited by The Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF), the National Integrated Accreditation for Healthcare Organizations (NIAHO), or the Council on Accreditation (COA).

Retail Health Clinic is a facility that provides limited basic medical care services to *members* on a "walk-in" basis. These clinics normally operate in major *drugstores* or retail stores.

Retired employee is a former employee of a *participating employer* who meets the *participating employer's* rules for retirement. A retired employee may enroll in only one health plan provided by Anthem, or any of its affiliates, which is sponsored by the *participating employer*.

Self-Administered Hormonal Contraceptives are products with the following routes of administration:

- Oral;
- Transdermal;

- Vaginal;
- Depot Injection.

Severe mental disorders include severe mental illness as specified in California Health and Safety Code section 1374.72: schizophrenia, schizoaffective disorder, bipolar disorder, major depression, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia, and bulimia.

"Severe mental disorders" also includes serious emotional disturbances of a child as indicated by the presence of one or more mental disorders as identified in the Diagnostic and Statistical Manual (DSM) of Mental Disorders, other than primary substance abuse or developmental disorder, resulting in behavior inappropriate to the child's age according to expected developmental norms. The child must also meet one or more of the following criteria:

1. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and is at risk of being removed from the home or has already been removed from the home or the mental disorder has been present for more than six months or is likely to continue for more than one year without treatment.
2. The child is psychotic, suicidal, or potentially violent.
3. The child meets special education eligibility requirements under California law (Education Code Section 56320).

Single source brand name drugs are drugs with no generic substitute.

Skilled nursing facility is a place that gives 24-hour skilled nursing services. It must be licensed and be seen as a skilled nursing facility under Medicare.

Stay is when you are admitted as an inpatient to a *hospital* or nursing facility. It starts when you are admitted to a facility and ends when you are discharged from that facility.

Specialist is a *doctor* who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. A non-physician specialist is a provider who has added training in a specific area of health care.

Specialty care center means a center that is accredited or designated by an agency of the State of California or the federal government or by a voluntary national health organization having special expertise in treating the life-threatening disease or condition or degenerative and disabling disease or condition for which it is accredited or designated.

Specialty drugs are typically high-cost, injectable, infused, oral or inhaled medications that generally require close supervision and monitoring of their effect on the patient by a medical professional. Certain specified *specialty* drugs may require special handling, such as temperature controlled packaging and overnight delivery, and therefore, certain specified *specialty drugs* will be required to be obtained through the specialty pharmacy program, unless you qualify for an exception.

Standing referral means a referral by a *primary care doctor* to a *specialist* for more than one visit to the *specialist*, as indicated in the treatment plan, if any, without the *primary care doctor* having to provide a specific referral for each visit.

Surgery center is a facility (not a *hospital* or *doctor's* office) that does surgery when you do not have to stay overnight. The center must be licensed and meet the standards of JCAHCO.

Totally disabled means because of illness or injury, you cannot work for income at any job that you are trained for and you are unemployed. If you are retired, it means you cannot do all the activities usual for a person of your age. For a family member it means he or she cannot do all the activities usual for persons of that age.

Urgent care means the services you get for a sudden, serious, or unexpected illness, injury or condition to keep your health from getting worse. It is not an *emergency*. Care is needed right away to relieve pain, find out what is wrong, or treat the health problem.

For Your Information

YOUR RIGHTS AND RESPONSIBILITIES AS AN ANTHEM BLUE CROSS MEMBER

As a *member* you have rights and responsibilities when receiving health care. As your health care partner, we want to make sure your rights are respected while providing your health benefits. That means giving you access to our network *health care providers* and the information you need to make the best decisions for your health. As a *member*, you should also take an active role in your care.

These are your rights and responsibilities:

You have the right to:

- Speak freely and privately with your *health care providers* about all health care options and treatment needed for your condition, no matter what the cost or whether it is covered under your plan.
- Work with your doctors to make choices about your health care.
- Be treated with respect and dignity.
- Expect us to keep your personal health information private by following our privacy policies, and state and Federal laws.
- Get the information you need to help make sure you get the most from your health plan, and share your feedback. This includes information on:
    - Our company and services
    - Our network of other *health care providers*
    - Your rights and responsibilities
    - The rules of your health care plan
    - The way your health plan works
- Make a complaint or file an appeal about:
    - Your health plan and any care you receive

    - Any covered service or benefit decision that your health plan makes
- Say no to care, for any condition, sickness or disease, without having an effect on any care you may get in the future. This includes asking your doctor to tell you how that may affect your health now and in the future.
- Get the most up-to-date information from a *health care provider* about the cause of your illness, your treatment and what may result from it. You can ask for help if you do not understand this information.

You have the responsibility to:

- Read all information about your health benefits and ask for help if you have questions.
- Follow all health plan rules and policies.
- Choose any primary care physician, also called a PCP, who is in our network if your health plan requires it.
- Treat all doctors, *health care providers*, and staff with respect.
- Keep all scheduled appointments. Call your *health care provider's* office if you may be late or need to cancel.
- Understand your health problems as well as you can and work with your doctors or other *health care providers* to make a treatment plan that you all agree on.
- Inform your *health care providers* if you don't understand any type of care you're getting or what they want you to do as part of your care plan.
- Follow the health care plan that you have agreed on with your *health care providers*.
- Give us, your doctors and other *health care providers* the information needed to help you get the best possible care and all the benefits you are eligible for under your health plan. This may include information about other health insurance benefits you have along with your coverage with us.

- Inform our Member Services department if you have any changes to your name, address or family members covered under your plan.

If you would like more information, have comments, or would like to contact us, please go to **www.anthem.com/ca** and select "Contact Us", or you may call the Member Services number on your Member ID card.

We want to provide high quality benefits and Member Services to our *members*. Benefits and coverage for services given under the *plan* benefit program are governed by the Evidence of Coverage and not by this Member Rights and Responsibilities statement.

ORGAN DONATION

Each year, organ transplantation saves thousands of lives. The success rate for transplantation is rising but there are far more potential recipients than donors. More donations are urgently needed.

Organ donation is a singular opportunity to give the gift of life. Anyone age 18 or older and of sound mind can become a donor when he or she dies. Minors can become donors with parental or guardian consent.

Organ and tissue donations may be used for transplants and medical research. Today it is possible to transplant more than 25 different organs and tissues; this can save the lives of as many as eight people and improve the lives of another 50 people. Your decision to become a donor could someday save or prolong the life of someone you know, perhaps even a close friend or family member.

If you decide to become a donor, please discuss it with your family. Let your physician know your intentions as well. You may register as a donor by obtaining a donor card from the Department of Motor Vehicles. Be sure to sign the donor card and keep it with your driver's license or identification card. In California, you may also register online at:

www.donatelifecalifornia.org/

While organ donation is a deeply personal decision, please consider making this profoundly meaningful and important gift.

ANTHEM BLUE CROSS WEB SITE

Information specific to your benefits and claims history are available by calling the 800 number on your identification card or on the Anthem Blue Cross web site at **www.anthem.com/ca**. To access benefit information, claims payment status, benefit maximum status, participating providers or to order an ID card, simply log on to the web site, select “Member”, and click the "Register" button on your first visit to establish a User ID and Password to access the personalized and secure MemberAccess Web site. Once registered, simply click the "Login" button and enter your User ID and Password to access the MemberAccess Web site. Our privacy statement can also be viewed on our website. You may also submit a grievance online or print the Plan Grievance form through the website.

LANGUAGE ASSISTANCE PROGRAM

Anthem introduced its Language Assistance Program to provide certain written translation and oral interpretation services to California *members* with limited English proficiency.

The Language Assistance Program makes it possible for you to access oral interpretation services and certain written materials vital to understanding your health coverage at no additional cost to you and in a timely manner.

Written materials available for translation include grievance and appeal letters, consent forms, claim denial letters, and explanations of benefits. These materials are available in the top 15 languages as determined by state law.

Oral interpretation services are also available in these languages.

In addition, appropriate auxiliary aids and services, including qualified interpreters for individuals with disabilities and information in alternate formats are also available, free of charge and in a timely manner, when those aids and services are necessary to ensure an equal opportunity to participate for individuals with disabilities.

Anthem Blue Cross does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability.

For information on how to file a complaint, please see How to Make a Complaint. To file a discrimination complaint, please see "Get Help in Your Language" at the end of this certificate.

To requesting a written or oral translation, please contact Member Services by calling the phone number on your ID card to update your language preference to receive future translated documents or to request interpretation assistance.

For more information about the Language Assistance Program visit www.anthem.com/ca.

IDENTITY PROTECTION SERVICES

Identity protection services are available with our Anthem health plans. To learn more about these services, please visit https://anthemcares.allclearid.com/**.**

STATEMENT OF RIGHTS UNDER THE NEWBORNS AND MOTHERS HEALTH PROTECTION ACT

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any *hospital* length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or less than 96 hours following a delivery by cesarean section. However the plan or issuer may pay for a shorter stay if the attending *doctor* (e.g., your *doctor*, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48 hour (or 96 hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a *doctor* or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours).

STATEMENT OF RIGHTS UNDER THE WOMEN'S HEALTH AND CANCER RIGHTS ACT OF 1998

This *plan*, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). If you have any questions about this coverage, please contact your *medical group* or call us at the Member Services telephone number listed on your ID card.

Chiropractic Care Amendment

Your Anthem Blue Cross HMO Combined Evidence of Coverage and Disclosure (Evidence of Coverage) Form is changed by this amendment. All other provisions of the Evidence of Coverage which don't conflict with this amendment remain in effect.

The benefits described in this amendment are provided through a Health Care Services Agreement between Anthem and American Specialty Health Plans of California, Inc. (ASH Plans). **The services described in this amendment are covered only if provided by an *ASH Plans Chiropractor*.**

These benefits are in addition to the benefits described in the "Rehabilitative Care" and "Doctor Care" provisions in the "What We Cover" section of your Evidence of Coverage. **However, when you are treated by an *ASH Plans Chiropractor*, services will not be covered other than those benefits specifically described in this amendment.**

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS CHIROPRACTIC CARE MAY BE OBTAINED.

Words and phrases in italics are described in the "Important Words to Know" sections of your Evidence of Coverage and this amendment.

When You Need Chiropractic Care

Choosing an *ASH Plans Chiropractor*. Your employer will give you a directory listing of *ASH Plans chiropractors* in your area. You may also call **1-800-678-9133** to get help in finding an *ASH Plans chiropractor* or to make sure that a *chiropractor* is an *ASH Plans chiropractor*.

Your First Visit. You must make an appointment with an *ASH Plans chiropractor* for an examination of your condition. You do not need a referral from your *primary care doctor* to see an *ASH Plans chiropractor*.

Bring your Member ID card. You will be asked to fill out an ASH Plans Eligibility Guarantee and Assignment of Benefits form.

Services Must be Approved. All services must be approved by ASH Plans as *medically/clinically necessary*, except for:

- An initial new patient exam by an *ASH Plans chiropractor* and the provision or commencement, during the initial new patient exam, of *medically/clinically necessary* services that are chiropractic services, to the extent services are consistent with professionally recognized, valid, evidence-based standards of practice; and
- Emergency services.

If additional services are required after the initial new patient exam and ASH Plans approves them as *medically/clinically necessary*, you are covered up to the maximum number of visits shown under "What We Cover."

All visits to an *ASH Plans chiropractor* will be applied towards the maximum number of visits in a calendar year.

Services Not Approved. An *ASH Plans chiropractor* may provide non-covered services. However, you must agree in writing, before receiving non-covered services, to pay for them yourself. If an *ASH Plans chiropractor* provides non-covered services without obtaining your written acknowledgment prior to providing the non-covered services, you will not be financially responsible to pay the provider for such non-covered services.

What We Cover

Chiropractic Care	Copay

- Office visit.....**$10***

  ***Only one Copay will be required per visit regardless of the number of covered services furnished during the visit.

You may have up to 30 visits in a calendar year for covered services that are determined by ASH Plans to be *medically/clinically necessary*. Covered services include:

- An initial new patient exam provided by an *ASH Plans chiropractor* to determine the appropriateness of chiropractic services. An initial new patient exam is only covered if the *member* seeks services from an *ASH Plans chiropractor* for any injury, illness, disease, functional disorder or condition with regard to which the *member* is not, at that time, receiving services from an *ASH Plans chiropractor*. You are required to pay a Copay.
- Follow-up office visits, as set forth in a treatment plan approved by ASH Plans, including manipulation of the spine, joints and/or musculoskeletal soft tissue, re-evaluation, and/or other services, in various combinations, provided by an *ASH Plans chiropractor*. All follow-up office visits must be *medically/clinically necessary*. You are required to pay a Copay.
- An established patient exam performed by an *ASH Plans chiropractor* when determined by ASH Plans to be *medically/clinically necessary* to assess the need to continue, extend or change a treatment plan approved by ASH Plans. An established patient exam is only covered when used to determine the appropriateness of chiropractic services. You are required to pay a Copay.
- Adjunctive physiotherapy modalities and procedures, as set forth in a treatment plan approved by ASH Plans, including therapies such as ultrasound, hot packs, cold packs, electrical muscle stimulation, and other therapies provided by an *ASH Plans chiropractor*. Adjunctive physiotherapy modalities and procedures are covered only when provided during the same course of treatment, and in conjunction with, chiropractic manipulation of the spine, joints and/or musculoskeletal soft tissue. All adjunctive physiotherapy modalities and procedures must be *medically/clinically necessary* for the treatment of neuromusculoskeletal

disorders and provided in conjunction with chiropractic services. If adjunctive therapy is provided separately from an office visit, you are required to pay a Copay.

Your *ASH Plans chiropractor* is responsible for submitting a treatment plan to ASH Plans for prior approval.

- ♦ X-rays and laboratory tests when prescribed by an *ASH Plans chiropractor* and approved by ASH Plans. .....**No Copay**

  Covered services include radiological consultations when determined by ASH Plans to be *medically/clinically necessary* and provided by a licensed chiropractic radiologist, medical radiologist, radiology group or hospital which has contracted with ASH Plans to provide those services.

- ♦ Chiropractic appliances, up to **$50** in a calendar year, when prescribed by an *ASH Plans chiropractor* and approved by ASH Plans as *medically/clinically necessary* by ASH Plans.....**No Copay**

  Covered chiropractic appliances are limited to:

  - Elbow supports, back supports (thoracic), lumbar braces and supports, rib supports, or wrist supports;
  - cervical collars or cervical pillows;
  - ankle braces, knee braces, or wrist braces;
  - heel lifts;
  - hot or cold packs;
  - lumbar cushions;
  - rib belts or orthotics; and
  - home traction units for treatment of the cervical or lumbar regions.

When You Want a Second Opinion. If you would like a second opinion with regard to covered services provided by an *ASH Plans*

chiropractor, you will have direct access to another *ASH Plans chiropractor*. If an *ASH Plans chiropractor* refers you to another *ASH Plans chiropractor*, your visit for the second opinion will not be applied towards the maximum visits in a calendar year. If you self-refer to another *ASH Plans chiropractor*, your visit for the second opinion will count towards the calendar year visit maximum, and you must pay any office visit Copay that applies.

What We Do Not Cover

- **Care Not Approved.** Any services provided by an *ASH Plans chiropractor* that are not approved by ASH Plans, except as specified under "When You Need Chiropractic Care." An *ASH Plans chiropractor* is responsible for submitting a treatment plan to ASH Plans for prior approval.

- **Care Not Covered.** In addition to any service or supply specifically excluded in the "What We Do Not Cover" section of your Evidence of Coverage, no benefits will be provided for chiropractic services or supplies in connection with:

  - Diagnostic scanning, such as magnetic resonance imaging (MRI) or computerized axial tomography (CAT) scans.
  - Thermography.
  - Hypnotherapy.
  - Behavior training.
  - Sleep therapy.
  - Weight programs.
  - Any non-medical program or service.
  - Pre-employment exams, any chiropractic services required by an employer that are not *medically/clinically necessary*, or vocational rehabilitation.
  - Services and/or treatments which are not documented as *medically/clinically necessary*.
  - Massage therapy.

- Any service or supply for the exam and/or treatment by an *ASH Plans chiropractor* for conditions other than those related to neuromusculoskeletal disorders.
- Transportation costs including local ambulance charges.
- Education programs, non-medical self-care or self-help, or any self-help physical exercise training or any related diagnostic testing.
- Hospitalization, surgical procedures, anesthesia, manipulation under anesthesia, proctology, colonic irrigation, injections and injection services, or other related services.
- All auxiliary aids and services, including, but not limited to, interpreters, transcription services, written materials, telecommunications devices, telephone handset amplifiers, television decoders and telephones compatible with hearing aids.
- Adjunctive therapy not associated with spinal, muscle or joint manipulation.
- Laboratory and diagnostic x-ray studies, unless specifically stated in the section "What We Cover."

♦ ***Non-ASH Plans chiropractors*.** Services and supplies provided by a *chiropractor* who does not have an agreement with ASH Plans to provide covered services under this *plan*.

♦ **Work-Related.** Care for health problems that are work-related if such health problems are covered by workers' compensation, an employer's liability law, or a similar law. We will provide care for a work-related health problem, but, we have the right to be paid back for that care. See "Getting Repaid by a Third Party" below.

♦ **Government Treatment.** Any services actually given to you by a local, state or federal government agency, except when this *plan's* benefits, must be provided by law. We will not cover

payment for these services if you are not required to pay for them or they are given to you for free.

- **Drugs**. Prescription drugs or medicines, including a non-legend or proprietary medicine or medication not requiring a prescription.
- **Supplements**. Vitamins, minerals, dietary and nutritional supplements or other similar products, and any herbal supplements.
- **Air Conditioners.** Air purifiers, air conditioners, humidifiers, supplies or any other similar devices or appliances. All appliances or durable medical equipment, except as specifically stated in the section "What We Cover."
- **Personal Items.** Any supplies for comfort, hygiene or beauty purposes, including therapeutic mattresses.
- **Out-of-Area and Emergency Care.** Out-of-area care is not covered under this Chiropractic Care benefit, except for emergency services. Please follow the procedures outlined in the "When There is an Emergency" section of your Evidence of Coverage to obtain *emergency* care or out-of-area care.

Getting Repaid by a Third Party

Sometimes someone else may have to pay for your medical care if an injury, disease, or other health problem is their fault or their responsibility. Whatever we cover will depend on the following:

- Your *medical group* and Anthem will automatically have a legal claim (lien) to get back the costs we covered, if you get a settlement or judgment from the other person or their insurer or guarantor. We should get back what we spent on your medical care.
  - If we paid the provider other than on a capitated basis, our lien will not be more than amount we paid for those services.
  - If we paid the provider on a capitated basis, our lien will not be more than 80% of the usual and customary charges for

those services in the geographic area in which they were given.

- If you hired an attorney to gain your recovery from the third party, our lien will not be for more than one-third of the money due you under any final judgment, compromise, or settlement agreement.
- If you did not hire an attorney, our lien will not be for more than one-half of the money due you under any final judgment, compromise or settlement agreement.
- If a final judgment includes a special finding by a judge, jury, or arbitrator that you were partially at fault, our lien will be reduced by the same comparative fault percentage by which your recovery was reduced.
- Our lien is subject to a pro rata reduction equal to your reasonable attorney's fees and costs in line with the common fund doctrine.

♦ You must write to your *medical group* and Anthem about your claim within 60 days of filing a claim against the third party.

- You will need to sign papers and give us the help we need to get back our costs.
- If you don't do this, you will have to pay us back out of your own money.

♦ We will have the right to get our money back, even if what you, or someone acting for you, got back is less than the actual loss you suffered.

Important Words to Know

ASH Plans chiropractor means a *chiropractor* who has entered into an agreement with the American Specialty Health Plans of California, Inc. (ASH Plans) to provide covered services under this *plan*.

Chiropractor means a doctor of chiropractic (D.C.), qualified and licensed by state law.

Medically/clinically necessary services or supplies, for the purposes of this amendment only, are those chiropractic services which are necessary, appropriate, safe, effective, and rendered in accordance with professionally recognized, valid, evidenced-based standards of practice.

Non-ASH Plans chiropractor means a *chiropractor* who does not have an agreement with the ASH Plans to provide covered services under this *plan*.

Get help in your language

Language Assistance Services

Curious to know what all this says? We would be too. Here's the English version:

IMPORTANT: Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at 1-888-254-2721. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the customer service telephone number on the back of your ID card.

Spanish

IMPORTANTE: ¿Puede leer esta carta? De lo contrario, podemos hacer que alguien lo ayude a leerla. También puede recibir esta carta escrita en su idioma. Para obtener ayuda gratuita, llame de inmediato al 1-888-254-2721. (TTY/TDD: 711)

Arabic

مهم: هل يمكنك قراءة هذه الرسالة؟ إذا لم تستطع، فيمكننا الاستعانة بشخص ما ليساعدك على قراءتها. كما يمكنك أيضًا الحصول على هذا الخطاب مكتوبًا بلغتك. للحصول على المساعدة المجانية، يُرجى الاتصال فورًا بالرقم1-888-254-2721 (TTY/TDD:711.)

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Armenian

ՈՒՇԱԴՐՈՒԹՅՈՒՆ. Կարողանո՞ւմ եք ընթերցել այս նամակը: Եթե ոչ, մենք կարող ենք տրամադրել ինչ-որ մեկին, ով կօգնի Ձեզ՝ կարդալ այն: Կարող ենք նաև այս նամակը Ձեզ գրավոր տարբերակով տրամադրել: Անվճար օգնություն ստանալու համար կարող եք անհապաղ զանգահարել 1-888-254-2721 հեռախոսահամարով: (TTY/TDD: 711)

Chinese

重要事項：您能看懂這封信函嗎？如果您看不懂，我們能夠找人協助您。您有可能可以獲得以您的語言而寫的本信函。如需免費協助，請立即撥打1-888-254-2721。(TTY/TDD: 711)

Farsi

مهم: آیا می‌توانید این نامه را بخوانید؟ اگر نمی‌توانید، می‌توانیم شخصی را به شما معرفی کنیم تا در خواندن این نامه شما را کمک کند. همچنین می‌توانید این نامه را به صورت مکتوب به زبان خودتان دریافت کنید. برای دریافت کمک رایگان، همین حالا با شماره 1-888-254-2721 تماس بگیرید.(TTY/TDD:711)

Hindi

महत्वपूर्ण: क्या आप यह पत्र पढ़ सकते हैं? अगर नहीं, तो हम आपको इसे पढ़ने में मदद करने के लिए किसी को उपलब्ध करा सकते हैं। आप यह पत्र अपनी भाषा में लिखवाने में भी सक्षम हो सकते हैं। निःशुल्क मदद के लिए, कृपया 1-888-254-2721 पर तुरंत कॉल करें। (TTY/TDD: 711)

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Hmong
TSEEM CEEB: Koj puas muaj peev xwm nyeem tau daim ntawv no? Yog hais tias koj nyeem tsis tau, peb muaj peev xwm cia lwm tus pab nyeem rau koj mloog. Tsis tas li ntawd tej zaum koj kuj tseem yuav tau txais daim ntawv no sau ua koj hom lus thiab. Txog rau kev pab dawb, thov hu tam sim no rau tus xov tooj 1-888-254-2721. (TTY/TDD: 711)

Japanese
重要：この書簡を読めますか？もし読めない場合には、内容を理解するための支援を受けることができます。また、この書簡を希望する言語で書いたものを入手することもできます。次の番号にいますぐ電話して、無料支援を受けてください。1-888-254-2721 (TTY/TDD: 711)

Khmer
សំខាន់៖ តើអ្នកអាចអានលិខិតនេះទេ? បើមិនអាចទេ
យើងអាចឲ្យនរណាម្នាក់អានវាជូនអ្នក។
អ្នកក៏អាចទទួលលិខិតនេះដោយសរសេរជាភាសារបស់អ្នកផងដែរ។
ដើម្បីទទួលជំនួយឥតគិតថ្លៃ សូមហៅទូរស័ព្ទភ្លាមៗទៅលេខ 1-888-254-2721។ (TTY/TDD: 711)

Korean
중요: 이 서신을 읽으실 수 있으십니까? 읽으실 수 없을 경우 도움을 드릴 사람이 있습니다. 귀하가 사용하는 언어로 쓰여진 서신을 받으실 수도 있습니다. 무료 도움을 받으시려면 즉시 1-888-254-2721로 전화하십시오. (TTY/TDD: 711)

Punjabi
ਮਹੱਤਵਪੂਰਨ: ਕੀ ਤੁਸੀਂ ਇਹ ਪੱਤਰ ਪੜ੍ਹ ਸਕਦੇ ਹੋ? ਜੇ ਨਹੀਂ, ਤਾਂ ਅਸੀਂ ਇਸ ਨੂੰ ਪੜ੍ਹਨ ਵਿੱਚ ਤੁਹਾਡੀ ਮਦਦ ਲਈ ਕਿਸੇ ਨੂੰ ਬੁਲਾ ਸਕਦਾ ਹਾਂ ਤੁਸੀਂ ਸ਼ਾਇਦ ਪੱਤਰ ਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਲਿਖਿਆ ਹੋਇਆ ਵਬੀ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ। ਮੁਫ਼ਤ ਮਦਦ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ ਫੌਰਨ 1-888-254-2721 ਤੇ ਕਾਲ ਕਰੋ। (TTY/TDD: 711)

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Russian
ВАЖНО. Можете ли вы прочитать данное письмо? Если нет, наш специалист поможет вам в этом. Вы также можете получить данное письмо на вашем языке. Для получения бесплатной помощи звоните по номеру 1-888-254-2721. (TTY/TDD: 711)

Tagalog
MAHALAGA: Nababasa ba ninyo ang liham na ito? Kung hindi, may taong maaaring tumulong sa inyo sa pagbasa nito. Maaari ninyo ring makuha ang liham na ito nang nakasulat sa ginagamit ninyong wika. Para sa libreng tulong, mangyaring tumawag kaagad sa 1-888-254-2721. (TTY/TDD: 711)

Thai
หมายเหตุสำคัญ: ท่านสามารถอ่านจดหมายฉบับนี้หรือไม่ หากท่านไม่สามารถอ่านจดหมายฉบับนี้ เราสามารถจัดหาเจ้าหน้าที่มาอ่านให้ท่านฟังได้ ท่านยังอาจให้เจ้าหน้าที่ช่วยเขียนจดหมายในภาษาของท่านอีกด้วย หากต้องการความช่วยเหลือโดยไม่มีค่าใช้จ่าย โปรดโทรติดต่อที่หมายเลข 1-888-254-2721 (TTY/TDD: 711)

Vietnamese
QUAN TRỌNG: Quý vị có thể đọc thư này hay không? Nếu không, chúng tôi có thể bố trí người giúp quý vị đọc thư này. Quý vị cũng có thể nhận thư này bằng ngôn ngữ của quý vị. Để được giúp đỡ miễn phí, vui lòng gọi ngay số 1-888-254-2721. (TTY/TDD: 711)

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It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.