

# Combined Evidence of Coverage and Disclosure Form

Effective January 1, 2023

Anthem Blue Cross Traditional Basic Plan

**Health Maintenance Organization (HMO)**



Contracted by the CalPERS Board of Administration Under the Public Employees' Medical & Hospital Care Act (PEMHCA)

# Combined Evidence of Coverage and Disclosure Form

Anthem Blue Cross  
21215 Burbank Blvd.  
Woodland Hills, California 91367  
Phone Number: 1-855-839-4524  
[www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers)

This booklet, called the “Combined Evidence of Coverage and Disclosure Form”, gives you important information about your health plan. This booklet 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.

Many words used in this booklet are explained in the “Important Words to Know” section starting on page 101. 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 Traditional HMO

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### Thank you for choosing our health plan.

Anthem Blue Cross Traditional 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 does not 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 are here to help you!!

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

- ◆ Please call Anthem Blue Cross Traditional HMO Member Services at 1-855-839-4524.
- ◆ Or write us at:

#### **Anthem Blue Cross**

Attn.: Anthem Blue Cross Traditional HMO

P.O. Box 4089

Woodland Hills, CA 91365

website: [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers)

### We can help you get the health care you need.

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## Consolidated Appropriations Act of 2021 Notice

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### Consolidated Appropriations Act of 2021 (CAA)

The *Consolidated Appropriations Act of 2021 (CAA)* is a federal law that includes the No Surprises Billing Act as well as the provider transparency requirements that are described below.

The CAA provisions within this *plan* apply unless state law or any other provisions within this *plan* are more advantageous to you

### Surprise Billing Claims

*Surprise Billing Claims* are claims that are subject to the No Surprises Billing Act requirements:

- *Emergency services* provided by non-Anthem Blue Cross HMO provider;
- Covered Services provided by non- Anthem Blue Cross HMO provider at an Anthem Blue Cross HMO facility; and
- Non- Anthem Blue Cross HMO air ambulance services.

### **No Surprises Billing Act Requirements**

#### *Emergency Services*

As required by the CAA, *emergency services* are covered under your *plan*:

- Without the need for precertification;
- Whether the *doctor* is an- Anthem Blue Cross HMO provider or a non- Anthem Blue Cross HMO provider;

If the *emergency services* you receive are provided by a non- Anthem Blue Cross HMO provider, covered services will be processed at the Anthem Blue Cross HMO provider benefit level.

Note that if you receive *emergency services* from a non- Anthem Blue Cross HMO provider, your out-of-pocket costs will be limited to amounts that would apply if the covered services had been furnished by an Anthem Blue Cross HMO provider. However, if the treating non- Anthem Blue Cross HMO provider determines you are stable, meaning you have been provided necessary *emergency services* care such that your condition will not materially worsen and the non- Anthem Blue Cross HMO provider determines: (i) that you are able to travel to an Anthem Blue Cross HMO facility by non-emergency transport; (ii) the non- Anthem Blue Cross HMO provider complies with the notice and consent requirement; and (iii) you are in condition to receive the information and provide informed consent, you will be responsible for all charges. This notice and consent exception does not apply if the covered services furnished by a non- Anthem Blue Cross HMO provider result from unforeseen and urgent medical needs arising at the time of service.

### *Out-of-Network Services Provided at an Anthem Blue Cross HMO Facility*

When you receive covered services from a non- *Anthem Blue Cross HMO provider* at an *Anthem Blue Cross HMO provider* facility, your claims will not be covered if the non- *Anthem Blue Cross HMO provider* gives you proper notice of its charges, and you give written consent to such charges. This means you will be responsible for all out-of-network charges for those services. This requirement does not apply to ancillary services. Ancillary services are one of the following services: (A) *emergency services*; (B) anesthesiology; (C) pathology; (D) radiology; (E) neonatology; (F) diagnostic services; (G) assistant surgeons; (I) hospitalists; (J) intensivists; and (K) any services set out by the U.S. Department of Health & Human Services. In addition, Anthem will not apply this notice and consent process to you if Anthem does not have an *Anthem Blue Cross HMO provider* in your area who can perform the services you require.

Non-*Anthem Blue Cross HMO provider* satisfy the notice and consent requirement as follows:

1. By obtaining your written consent not later than 72 hours prior to the delivery of services; or
2. If the notice and consent is given on the date of the service, if you make an appointment within 72 hours of the services being delivered.

Anthem is required to confirm the list of *Anthem Blue Cross HMO providers* in its provider directory every 90 days. If you can show that you received inaccurate information from Anthem that a *doctor* was an *Anthem Blue Cross HMO provider* on a particular claim, then you will only be liable for *Anthem Blue Cross HMO provider* cost shares (i.e., Copayments, Deductibles, and/or Coinsurance) for that claim. Your *Anthem Blue Cross HMO provider* cost-shares will be calculated based upon the *reasonable and customary value* (or when applicable, the negotiated fee rate). In addition to your *Anthem Blue Cross HMO provider* cost-shares, the non-*Anthem Blue Cross HMO provider* can also charge you for the difference between the *reasonable and customary value* (or when applicable, the negotiated fee rate) and their billed charges.

### *How Copays Are Calculated*

Your *copays* for *emergency services* or for covered services received by a non-*Anthem Blue Cross HMO provider* at an *Anthem Blue Cross HMO* facility, will be calculated using the median *plan Anthem Blue Cross HMO provider* contract rate that we pay *Anthem Blue Cross HMO providers* for the geographic area where the covered service is provided. Any out-of-pocket *copays* you pay to a non-*Anthem Blue Cross HMO provider* for either *emergency services* or for covered services provided by a non-*Anthem Blue Cross HMO provider* at an *Anthem Blue Cross HMO* facility will be applied to your *Anthem Blue Cross HMO provider* Copay Limit.

### *Appeals*

If you receive *emergency services* from a non-*Anthem Blue Cross HMO provider* or covered services from a non-*Anthem Blue Cross HMO provider* at an *Anthem Blue Cross HMO* facility and believe those services are covered by the No Surprise Billing Act, you have the right to appeal that claim. If your appeal of a *Surprise Billing Claim* is denied, then you have a right to

appeal the adverse decision to an Independent Review Organization as set out in the “How to Make a Complaint” section of this benefit book.

## Transparency Requirements

Anthem provides the following information on its website (i.e., [www.anthem.com/ca](http://www.anthem.com/ca)):

- Protections with respect to *Surprise Billing Claims* by Providers;
- Estimates on what non-*Anthem Blue Cross HMO providers* may charge for a particular service;
- Information on contacting state and federal agencies in case you believe a *doctor* has violated the No Surprise Billing Act’s requirements.

Upon request, Anthem will provide you with a paper copy of the type of information you request from the above list.

Anthem, either through its price comparison tool on [www.anthem.com/ca](http://www.anthem.com/ca) or through Member Services at the phone number on the back of your ID card, will allow you to get:

- Cost Sharing information that you would be responsible for, for a service from a specific *Anthem Blue Cross HMO provider*;
- A list of all *Anthem Blue Cross HMO providers*;
- Cost Sharing information on a non-*Anthem Blue Cross HMO provider’s* services based on Anthem’s reasonable estimate based on what Anthem would pay a non-*Anthem Blue Cross HMO provider* for the service.

In addition, Anthem will provide access through its website to the following information:

- *Anthem Blue Cross HMO provider* negotiated rates;
- Historical non-*Anthem Blue Cross HMO provider* rates; and
- Drug pricing information.

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## A Summary of Common Services

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This is only a brief summary. Refer to the section “Your Benefits at Anthem Blue Cross Traditional HMO” starting on page 26 in this booklet for more information.

### REMEMBER

Your primary care doctor and your medical group must give or approve all of your care.

What We Cover	Member Copay
<b>Doctor Care</b> <ul style="list-style-type: none"> <li>– Office or Home visits</li> <li>– <i>Doctor</i> visit during a <i>hospital stay</i></li> <li>– Visit to a <i>specialist</i></li> <li>– <i>Urgent care</i></li> </ul>	\$15 No charge \$15 \$15
<b>Hospital Care</b> <ul style="list-style-type: none"> <li>– <i>Inpatient</i></li> <li>– Outpatient</li> <li>– Emergency</li> </ul>	No charge No charge \$50 (waived if admitted)
<b>Preventive Care Services</b> <ul style="list-style-type: none"> <li>– Preventive services</li> <li>– Diagnostic X-ray/lab</li> </ul>	No charge No charge
<b>Member Copay Limits</b>  Member’s maximum <i>calendar year copay</i> for all covered services	\$1,500 per <i>member</i> \$3,000 per family

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## How Coverage Begins and Ends

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### **Eligibility and Enrollment**

Information about your eligibility, enrollment termination of coverage, and conversion rights can be obtained through the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov), or by calling CalPERS. Also, please refer to the CalPERS Health Program Guide for additional information about eligibility. Your coverage begins on the date established by CalPERS.

It is your responsibility to stay informed about your coverage. For an explanation of specific enrollment and eligibility criteria, please consult your Health Benefits Officer or, if you are retired, the CalPERS Health Account Management Division at:

CalPERS  
Health Account Management Division  
P.O. Box 942715  
Sacramento, CA 94229-2715  
Or call:  
**888 CalPERS** (or **888-225-7377**)  
(916) 795-3240 (TDD)

### **Live/Work**

If you are an active employee or a working CalPERS retiree, you may enroll in a plan using either your residential or work ZIP Code. When you retire from a CalPERS employer and are no longer working for any employer, you must select a health plan using your residential ZIP Code.

If you use your residential ZIP Code, all enrolled *dependents* must reside in the health plan's service area. When you use your work ZIP Code, all enrolled *dependents* must receive all covered services (except *emergency* and *urgent care*) within the health plan's service area, even if they do not reside in that area.

### **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 Traditional HMO service area, you will not be eligible for Anthem Blue Cross Traditional HMO.
  - Call the *Member Services number* at 1-855-839-4524, or ask your *employer* 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.

### **Physician/Patient Relations**

If you are not satisfied with your relationship with your *doctor* please contact the *Member Services number* at 1-855-839-4524 and ask to transfer to another *medical group*. If you are not satisfied with your relationship with Anthem, then you may submit the matter to CalPERS under the change of enrollment procedure in Section 22841 of the Government Code.

## Your Monthly Subscription Charges

### State Employees and Annuitants

The subscription charges shown below are effective January 1, 2023, and will be reduced by the amount the State of California contributes toward the cost of your health benefit plan. These contribution amounts are subject to change as a result of collective bargaining agreements or legislative action. Any change will be done by the State Controller or affected retirement system without any action on your part. For current contribution information, contact your employing agency or retirement system health benefits officer.

#### Cost of the Plan:

<u>Type of Enrollment</u>	<u>Monthly Rate</u>
Employee .....	\$ 1,116.65
Employee and one family member .....	\$ 2,233.30
Employee and two or more family members .....	\$ 2,903.29

### Contracting Agency Employees and Annuitants

The subscription charges are based on the pricing region in which the employee/annuitant lives. See below for the pricing for each region. If the employee/annuitant lives outside of the Anthem Blue Cross Traditional HMO's service area and is enrolled based on place of employment, then the pricing region for the place of employment will apply. If the employee/annuitant moves from one pricing region to another, rates will change on the first of the month following the change of residence. The rates shown below are effective January 1, 2023, and will be reduced by the amount your contracting agency contributes toward the cost of your health benefit plan. For help on calculating your net contributions, contact your agency or retirement system health benefits officer.

#### Cost of the Plan:

<u>Type of Enrollment</u>	<u>Monthly Rate</u>
Employee only	
Region 1 .....	\$ 1,210.71
Region 2 .....	\$ 935.12
Region 3 .....	\$ 942.73
Employee and one family member	
Region 1 .....	\$ 2,421.42
Region 2 .....	\$ 1,870.24
Region 3 .....	\$ 1,885.46
Employee and two or more family members	
Region 1 .....	\$ 3,147.85
Region 2 .....	\$ 2,431.31
Region 3 .....	\$ 2,451.10

### **Pricing Regions for Contracting Agency Employees and Annuitants**

- 1 –Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, San Mateo, San Francisco, San Joaquin, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba Counties.
- 2 –Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura Counties.
- 3 –Los Angeles, Riverside and San Bernardino Counties.

### **Subscription Charge Change**

The *plan* rates may be changed as of January 1, 2024, following at least 60 days' written notice to the Board prior to such change.

### **Subscription Charge Payment**

For direct payment of subscription charges, contact:

CalPERS HMO Membership Department  
Anthem Blue Cross  
P.O. Box 629  
Woodland Hills, CA 91365-0629  
1-855-839-4524

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## Getting Started

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**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 Traditional HMO contracting *medical group*. There are two types of Anthem Blue Cross Traditional 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 our geographical service area.
- ◆ 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.

Enrollment in the selected *plan* is dependent upon you residing or working within the *plan's* geographical Service Area, and the network, provider, and *doctor* availability within the geographical Service Area. If at the time of enrollment in the selected *plan*, the network or Physician/Medical Group is not available or you do not reside or work in the geographical Service Area of the *plan*, you may be assigned to or be required to choose a different provider, network, and/or *plan*.

We publish a directory of *Anthem Blue Cross Traditional HMO providers*. The directory lists all *medical groups*, *IPAs*, and the *primary care doctors* and *hospitals* that are affiliated with each *medical group* or *IPA*. You can get a directory calling the *Member Services number* at 1-855-839-4524. You may also search for an *Anthem Blue Cross Traditional HMO provider* using the “Find a Doctor” function on our website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers). 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 receive Covered Services from a non-*Anthem Blue Cross HMO provider* after we failed to provide you with accurate information in our provider directory, or after we failed to respond to your telephone or web-based inquiry within the time required by federal law, covered services will be covered at the *Anthem Blue Cross HMO provider* level.

## **Surprise Billing Claims**

*Surprise Billing Claims* are described in the “Consolidated Appropriations Act of 2021 Notice” at the beginning of this booklet. Please refer to that section for further details.

## **Connect with Us Using Our Mobile App**

As soon as you enroll in this *plan*, you should download our mobile app. You can find details on how to do this on our website, [www.anthem.com/ca](http://www.anthem.com/ca).

Our goal is to make it easy for you to find answers to your questions. You can contact us on our website, [www.anthem.com/ca](http://www.anthem.com/ca).

## **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* at 1-855-839-4524.
- ◆ Talk to the *Anthem Blue Cross Traditional HMO coordinator* at your *medical group*. Your *Anthem Blue Cross Traditional HMO coordinator* can also help you:
  - Understand the services and benefits you can get through Anthem Blue Cross Traditional 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. Call our *Member Services number* at 1-855-839-4524 to request a change in *medical group*. 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 have 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 our geographical service area.

### **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 our geographical service area, 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 (1<sup>st</sup>) 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 Traditional HMO provider. If they are provided by a non-Anthem Blue Cross Traditional 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 outside of our geographical service area, you must notify Anthem in writing and request a transfer to another *medical group*. 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 Traditional 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* at 1-855-839-4524 to ensure that you can obtain the health care services that you need.

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## When You Need Care

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### 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 Traditional 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 authorize 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 will not 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 authorization to get this care. If you do not get this form, ask for it or talk to your *Anthem Blue Cross Traditional HMO coordinator*.
- ◆ You may have to pay a *copay*. If your *primary care doctor* refers you to a non-*Anthem Blue Cross Traditional 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 Traditional 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 Traditional HMO provider*. You should not get a bill, unless it is for a *copay*, for this service. If you do, send it to your *Anthem Blue Cross Traditional 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 Traditional HMO contracting *specialist* or *specialty care center* which is associated with your *medical group*;
- ◆ Second, any Anthem Blue Cross Traditional 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* authorizes. Call your *doctor* if you need more care. **If your care is not 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 in California 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 authorization 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 Traditional HMO Directory for those that do.**

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

- ◆ Allergy
- ◆ Dermatology
- ◆ Ear/Nose/Throat

Ask your *Anthem Blue Cross Traditional 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 Traditional 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 authorization 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 on pages 13-14**.
- ◆ Ask your *Anthem Blue Cross Traditional 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 and Substance Use Disorder and Autism Spectrum Disorders**

You may get care for the treatment of *mental health and substance use disorder* and autism spectrum disorders without getting an authorization from your *medical group*. In order for this care to be covered, you must go to an *Anthem Blue Cross Traditional HMO provider*. Some services require that we review and approve care in advance. Please see “Mental Health/Substance Use Disorder” on pages 40-42, in the section called “Your Benefits At Anthem Blue Cross Traditional HMO” starting on page 26 for complete information.

You can get an Anthem Blue Cross Behavioral Health Network directory listing these providers from us as follows:

- ◆ You can call our *Member Services number* at 1-855-839-4524 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 Traditional HMO provider* using the “Find a Doctor” function on our website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers). 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* or for *substance use disorder* from a *doctor* or other *health care provider* who is not part of the Anthem Blue Cross Traditional 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 Traditional 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* at 1-855-839-4524.

### **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 use disorder* benefits with day or visit limits on medical and surgical benefits. In general, group health plans offering *mental health and substance use disorder* benefits cannot set day/visit limits on *mental health* or *substance use disorder* 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 use disorder* 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 use disorder* 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 approval 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” starting on page 51 for details). Medical necessity for transgender services will be assessed according to the Standards of Care of the World Professional Association for Transgender Health. 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 Traditional HMO” starting on page 26 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 Traditional 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* at 1-855-839-4524. The Member Services Representative will verify your Anthem Blue Cross Traditional 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 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 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 File a Complaint” starting on page 67) and in your denial letter.

If you have questions or need more information about this program, please contact your *Anthem Blue Cross Traditional HMO coordinator* at your *medical group* or call the *Member Services number* at 1-855-839-4524.

### **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 authorize 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 authorize 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 *primary care doctor's* office.

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 Are 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*.

For emergency care received from non-Anthem Blue Cross HMO providers, our payment is based on the *reasonable and customary value*. If the emergency care is rendered **inside** California by a non-Anthem Blue Cross HMO provider, you will not be responsible for any amount in excess of the *reasonable and customary value*, and you will only pay your copayment or coinsurance and any applicable deductible.

If you see a non-Anthem Blue Cross HMO provider **outside** California, that provider may bill you for any charges over the *plan's reasonable and customary value*.

**Remember:**

- ◆ We will not cover services that do not fit what we mean by *emergency services*.
- ◆ Your *primary care doctor* must authorize care you get once you are stabilized, unless Anthem Blue Cross Traditional HMO approves it.
- ◆ Once your *medical group* or Anthem Blue Cross Traditional HMO give an approval 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 *primary care doctor's* office.

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 Are 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 cannot 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 will check on your progress. When you are able to be moved, we will help you return to your *primary care doctor's* or *medical group's* area.

**Remember:**

- ◆ We will not cover services that do not fit what we mean by *urgent care*.
- ◆ Your *primary care doctor* must authorize care you get once you are stabilized, unless Anthem Blue Cross Traditional HMO approves 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 1-800-700-9185, 24 hours a day, 7 days a week.

## **Getting Care When You Are Outside of California**

If you or your family members will be away from home for more than 90 days, you may be able to get a *guest membership* in a *medical group* in the city you are visiting.

- ◆ Before you leave home, call the Anthem Blue Cross HMO *Member Services number* on your Member ID card.
- ◆ Ask for the Guest Membership Coordinator.
- ◆ We will send you forms to fill out.
- ◆ If there is a *medical group* taking part in the national network in the city you will be visiting, you'll be a guest member while you're away from home.
- ◆ The benefits you will get may not be the same as the benefits you would get at home.

Even without a *guest membership*, 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<sup>®</sup> Access 800 number, 1-800-810-BLUE (2583).
- ◆ **The BlueCard<sup>®</sup> 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 is 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*. See the section titled "Outpatient (In a Hospital or Surgery Center)" under What We Cover for your copayment. Our payment for these services is based on the Inter-Plan Arrangements for Out-of-Area Services.

**Note:** Providers available to you through the BlueCard<sup>®</sup> Program have not entered into contracts with Anthem Blue Cross. If you have any questions or complaints about the BlueCard<sup>®</sup> Program, please call us at the *Member Services number* at 1-855-839-4524.

## **Care Outside the United States-Blue Cross Blue Shield Global Core<sup>®</sup>**

Prior to travel outside the United States, call the *Member Services number* at 1-855-839-4524 to find out if your plan has Blue Cross Blue Shield Global Core<sup>®</sup> benefits. Your coverage outside the United States is limited and we recommend:

- ◆ Before you leave home, call the *Member Services number* at 1-855-839-4524 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<sup>®</sup> 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* at 1-855-839-4524. This number is different than the phone numbers listed above for Blue Cross Blue Shield Global Core<sup>®</sup>.

**Call the Blue Cross Blue Shield Global Core<sup>®</sup> 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* at 1-855-839-4524 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<sup>®</sup>.

### **Payment Information.**

- ◆ **Participating Blue Cross Blue Shield Global Core<sup>®</sup> 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<sup>®</sup> *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<sup>®</sup> Service Center. Then you can complete a Blue Cross Blue Shield Global Core<sup>®</sup> claim form and send it with the original bill(s) to the Blue Cross Blue Shield Global Core<sup>®</sup> Service Center (the address is on the form).

### **Claim Filing.**

- ◆ **The hospital will file your claim** if the Blue Cross Blue Shield Global Core<sup>®</sup> 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<sup>®</sup> Service Center. You will need to pay the health care provider and subsequently send an international claim form with the original bills to Anthem.

### **Claim Forms.**

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

[www.bcbsglobalcore.com](http://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 CalPERS 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 Do Not Agree**

If you think you need a certain kind of care, but your *doctor* or *medical group* is not 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 File a Complaint” starting on page 67.

### **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* at 1-855-839-4524.

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## Timely Access to Care

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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/Substance Use Disorder 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 use disorder providers who are not psychiatrists:** within ten (10) business days of the request for an appointment;
- **Non-Urgent appointments with mental health and substance use disorder 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.

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## Your Benefits at Anthem Blue Cross Traditional HMO

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### It is 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 Traditional HMO Provider* to be a covered service under this *plan*. If you use a non-*Anthem Blue Cross Traditional HMO provider*, your entire claim will be denied unless:
  - The services are for *emergency* or out-of-area *urgent care*; or
  - The services are approved in advance by us as an *authorized referral*.
  - You receive covered non-*emergency* services at an *Anthem Blue Cross HMO hospital* or facility in California 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 does not 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 *Member Services number* at 1-855-839-4524.
- ◆ 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 Traditional HMO provider* could be balance billed by the non-*Anthem Blue Cross Traditional 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.

## Here are the Copay Limits

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

Per Number of Members	Copay Limits
• One <i>Member</i> .....	\$1,500
• Family .....	\$3,000*

\*But, not more than \$1,500 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 *copay* will not apply to the *Copay Limits*:

- ◆ For infertility, any *copay* for:
  - Diagnosis and testing for finding out about it; and
  - Services for treatment of it.

## 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 Exclusion section starting on page 61.**

**Remember:**  
Your *primary care doctor* and your *medical group* or Anthem must give or approve your care.

Ambulance	Copay
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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 9-1-1 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..... **No charge**
- ◆ 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 as 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*.

<b>Clinical Trials</b>	<b>Copay</b>
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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 qualified enrollee in an approved clinical trial. A “qualified enrollee” means that you meet both of the following conditions:

- a) You are eligible to participate in an approved clinical trial, according to the clinical trial protocol, for the treatment of cancer or another life-threatening disease or condition.
- b) Either of the following applies:
  - i. The referring health care professional is an *Anthem Blue Cross HMO provider* and has concluded that your participation in the clinical trial would be appropriate because you meet the conditions of subparagraph (a).
  - ii. You provide medical and scientific information establishing that your participation in the clinical trial would be appropriate because you meet the conditions of subparagraph (a).

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*, including:

- Drugs, items, devices, and services typically covered absent a clinical trial;
- Drugs, items, devices, and services required solely for the provision of an investigational drug, item, device, or service;

- Drugs, items, devices, and services required for the clinically appropriate monitoring of the investigational drug, item, device, or service;
- Drugs, items, devices, and services provided for the prevention of complications arising from the provision of the investigational drug, item, device, or service;
- Drugs, items, devices, and services needed for the reasonable and necessary care arising from the provision of the investigational drug, item, device, or service, including diagnosis and treatment of complications.

Cost sharing (copayments, coinsurance, and deductibles) for routine patient care costs will be the same as that applied to the same services not delivered in a clinical trial, except that the *Anthem Blue Cross HMO provider* cost sharing and Copay Limits will apply if the clinical trial is not offered or available through an *Anthem Blue Cross HMO provider*.

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” on pages 13-14 in the section called “When You Need Care”, starting on page 13, for information about referrals. You will only have to pay your normal copays for the services you get.

If one or more *Anthem Blue Cross HMO providers* is conducting an approved clinical trial, your *plan* may require you to use an *Anthem Blue Cross HMO provider* to utilize or maximize your benefits. It may also require that an approved clinical trial be located in California, unless the clinical trial is not offered or available through an *Anthem Blue Cross HMO provider* in California.

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 itself.
- ◆ 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).

Dental Care	Copay
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◆ *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* at 1-855-839-4524. To fully understand your coverage under this *plan*, please carefully review this Evidence of Coverage document.

Diabetes	Copay
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- ◆ Equipment and supplies used for the treatment of diabetes (see below)..... **See “Medical Equipment”**
  - 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: ..... **\$15**
  - 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.
  
- ◆ Medical supplies ..... **No charge**
  - Insulin syringes, disposable pen delivery systems for insulin administration. Charges for insulin and other prescriptive medications are not covered.
  - 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.

Note: Certain supplies may be covered under your OptumRx Pharmacy benefit and you may be required to pay the applicable pharmacy copays. You may verify your pharmacy benefits by contacting OptumRx Customer Care at 1-855-505-8110 (TTY users call 711).

Doctor Care (or services of a Health Professional)	Copay
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- ◆ Office visits for a covered illness, injury or health problem.....\$15
  - ◆ Home visits, when approved by your *medical group*, at the *doctor's* discretion .....\$15
  - ◆ Injectable or infused medications\* given by the *doctor* in the office ..... **No charge**
- \*This does not include immunizations prescribed by your *primary care doctor*.
- ◆ 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*.....\$15

Note: Benefit for Chiropractic and Acupuncture services are provided through Anthem and the American Specialty Health Plans of California (ASH). See the Chiropractic and Acupuncture Care Amendment at the end of the EOC, on pages 114-120, for more information.

General Medical Care (In a Non-Hospital-Based Facility)	Copay
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- ◆ Hemodialysis treatment, including treatment at home if authorized by the *medical group* .....\$15
- ◆ Medical social services ..... **No charge**
- ◆ Chemotherapy .....\$15
- ◆ Radiation therapy .....\$15
- ◆ Infusion therapy, including but not limited to Parenteral Therapy and Total Parental Nutrition (TPN)..... **No charge**
- ◆ Allergy tests and care..... **No charge**
- ◆ X-ray and laboratory tests..... **No charge**
- ◆ Genetic testing (not including *medically necessary* genetic testing of the fetus or newborn) ..... **No charge**

- ◆ *Members* who participate in a smoking cessation class/program will be reimbursed up to \$100 per class/program per *calendar year* for nicotine dependency. Smoking cessation drugs that may be purchased over-the-counter without a prescription are not covered. We cover *medically necessary* drugs for nicotine dependency that require a *prescription*. This does not include those services required under the “Preventive Care Services” benefit. .... **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*.

Hearing Aid Services	Copay
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- ◆ Covered hearing aids (one per ear, every 36 months\*) ..... **No charge**

\*Our maximum payment will not exceed **\$1,000**. Hearing aids are covered at 100% in both ears every 36 months when medically necessary to prevent or treat speech and language development delay due to hearing loss.

The following hearing aid services are covered when ordered by or purchased as a result of a written recommendation from:

- an otolaryngologist; or
- a state-certified audiologist.

Services include:

- Audiological evaluations to:
  - measure the extent of hearing loss; and
  - determine the most appropriate make and model of hearing aid.

These evaluations will be covered under the *plan* benefits for office visits to *doctors*.

- Hearing aids (monaural or binaural) including:
  - ear mold(s), the hearing aid instrument; and
  - batteries, cords and other ancillary equipment.
- Bone-anchored hearing aids.
- Visits for fitting, counseling, adjustments and repairs for a one year period after receiving the covered hearing aid.

No benefits will be provided for the following:

- Charges for a hearing aid which exceeds specifications prescribed for the correction of hearing loss;
- Surgically implanted hearing devices (i.e., cochlear implants, audient bone conduction devices). *Medically necessary* surgically implanted hearing devices may be covered under your *plan's* benefits for *prosthetic devices* (see “Prosthetic Devices”).
- Charges for a hearing aid which is not determined to be *medically necessary*.

<b>Home Health Care</b>	<b>Copay</b>
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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 HHA ..... **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*.
- 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*.

- ◆ Physical therapy, occupational therapy, speech therapy, or respiratory therapy ..... **\$15**

- ◆ *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/Substance Use Disorder” section below.

<b>Hospice Care</b>	<b>Copay</b>
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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 services, including assessing the needs of the bereaved family and developing a care plan to meet those needs, both before and after death. Bereavement services are available to covered members of the immediate family (spouse, children, step-children, parents, brothers and sisters) for up to one year after the employee's or covered family 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*.

This *plan's hospice* benefit will meet or exceed Medicare's *hospice* benefit. If you use a non-Anthem Blue Cross HMO provider, that provider may also bill you for any charges over Medicare's *hospice* benefit unless your claim involves a *surprise billing claim*.

<b>Infertility and Birth Control</b>	<b>Copay</b>
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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. Iatrogenic infertility means infertility caused directly or indirectly, as a possible side effect, by surgery, chemotherapy, radiation, or other covered medical treatment. “Caused directly or indirectly” means medical treatment with a possible side effect of infertility, as established by the American Society of Clinical Oncology or the American Society for Reproductive Medicine. Note that this benefit covers fertility preservation services only, as described, and benefits are determined by place of service. Fertility preservation services do not include testing or treatment of infertility.

- ◆ Diagnosis and testing for infertility .....50%\*
- ◆ Treatment of infertility.....50%\*

Your *plan* covers all infertility treatments, except for in-vitro fertilization, ovum transplant, gamete intrafallopian transfer (GIFT) and zygote intrafallopian transfer (ZIFT) procedures.

- ◆ 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 ..... **See “Doctor Care” or “Inpatient Hospital Services”**

- ◆ Family planning services ..... **No charge**
- ◆ 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.

Inpatient Hospital Services	Copay
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- ◆ *A hospital room with two or more beds, or a private room only if medically necessary, ordered by your primary care doctor and authorized 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.

Mastectomy	Copay
◆ Mastectomy and lymph node dissection; complications from a mastectomy including lymphedema .....	<b>See copays that apply</b>
◆ <i>Reconstructive surgery</i> of both breasts performed to restore symmetry following a mastectomy .....	<b>See copays that apply</b>

Medical Equipment	Copay
◆ Medical equipment and supplies.....	<b>No charge</b>

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.

Mental Health/Substance Use Disorder	Copay
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You can get services for the *medically necessary* treatment of *mental health and substance use disorder* or to prevent the deterioration of chronic conditions. These services are provided according to the terms and conditions of this *plan* that apply to all other medical conditions, except as specifically stated in this section. This coverage is not limited to short-term or acute treatment. 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 and substance use disorder*, 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 and substance use disorder* ..... **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 and substance use disorder* ..... **No charge**

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

Other outpatient services include multidisciplinary treatment in an intensive outpatient psychiatric treatment program, behavioral health treatment for autism spectrum disorders in the home, and psychological testing.

- ◆ Office or home visits (including virtual visits) and *intensive in-home behavioral health services* (when available in your area), received from a *doctor* for the treatment of *mental health and substance use disorder* ..... **\$15**

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.
- ◆ Behavioral health treatment for pervasive developmental disorder or autism in an office.....\$15

Inpatient services, outpatient items and services, and office visits for the medically necessary treatment of *mental health and substance use disorder*, are covered under this section and 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. This coverage is not limited to short-term or acute treatment. You must get our approval first for all behavioral health treatment services for the treatment of autism spectrum disorders in order for these services to be covered by this *plan*. Read “Medical Management Programs” to find out how to get approvals.

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.

If services for the *medically necessary* treatment of a *mental health or substance use disorder* are not available with an *Anthem Blue Cross HMO provider* within the geographic and timely access standards set by law or regulation, we will arrange coverage to ensure the delivery of these services, and any medically necessary follow-up care that, to the maximum extent possible, meet those geographic and timely access standards. 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*.

Examples of providers from whom you can receive covered services include the following:

- Psychiatrist,
- Psychologist,
- Registered psychological assistant, as described in the CA Business and Professions Code,
- Psychology trainee or person supervised as set forth in the CA Business and Professions Code,
- Licensed clinical social worker (L.C.S.W.),
- Associate clinical social worker functioning pursuant to the CA Business and Professions Code,
- Mental health clinical nurse specialist,
- Licensed marriage and family therapist (L.M.F.T.),
- Associate marriage and family therapist or marriage and family therapist trainee functioning pursuant to the CA Business and Professions Code,
- Licensed professional counselor (L.P.C.),
- Associate professional clinical counselor or professional clinical counselor trainee functioning pursuant to the CA Business and Professions Code, and

Qualified Autism Service Providers, Qualified Autism Service Professionals, and Qualified Autism Service Paraprofessionals.

Organ and Tissue Transplants	Copay
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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 Traditional 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**

Outpatient (In a Hospital or Surgery Center)	Copay
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- ◆ Emergency room use, supplies, other services drugs and medicines. This includes oxygen ..... **\$50\***

\*You do not 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**

As described in the “Consolidated Appropriations Act of 2021 Notice” at the front of this booklet, non-Anthem Blue Cross HMO providers may only bill you for any applicable Copayments, Deductible and Coinsurance and may not bill you for any charges over the *plan’s reasonable and customary value* (or when applicable, the negotiated fee rate) until the treating non-Anthem Blue Cross HMO provider has determined you are stable. Please refer to the notice at the beginning of this booklet for more details.

- ◆ Upper and lower gastrointestinal (GI) endoscopy, cataract surgery, and spinal injection ..... **\$250\***  
per procedure

\*Only when an outpatient hospital is used instead of an *ambulatory surgery center*.

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

- ◆ Other outpatient *hospital* services and supplies, including physical therapy, occupational therapy, or speech therapy ..... **\$15**

However, for the following outpatient services, your copay will be:

- ◆ Chemotherapy .....\$15
- ◆ Radiation therapy .....\$15
- ◆ Hemodialysis treatment .....\$15
- ◆ Infusion therapy, including but not limited to Parenteral Therapy and Total Parental Nutrition (TPN)..... No charge

<b>Pediatric Asthma Equipment and Supplies</b>	<b>Copay</b>
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- ◆ Nebulizers, including face masks and tubing ..... No charge
  - ◆ Inhaler spacers and peak flow meters ..... No charge
- These items are not subject to any limits or maximums that apply to coverage for Medical Equipment.
- ◆ Pediatric asthma education program services to help you use the items listed above .....\$15

<b>Pregnancy or Maternity Care</b>	<b>Copay</b>
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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 ..... No charge
- ◆ *Doctor’s* services for normal delivery or cesarean section..... No charge
- ◆ *Hospital* services:
  - *Inpatient* services ..... No charge
  - Outpatient covered services ..... No charge
- ◆ Abortion services ..... See “**Doctor Care**” or “**Inpatient Hospital Services**”

Abortion is covered for all pregnant persons including, but not limited to, transgender individuals.

- ◆ 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” on page 110 for a statement of your rights under federal law regarding these services.

Preventive Care Services	Copay
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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, smoking cessation and tobacco cessation counseling ..... **No charge**

- ◆ HIV testing, regardless of whether testing is related to a primary diagnosis, including screenings for preexposure prophylaxis (PrEP) for prevention of HIV infection.

Home test kits for sexually transmitted diseases (STD), including any laboratory costs of processing the kits.

- Must be deemed Medically Necessary or appropriate and ordered directly by a clinician or furnished through a standing order for patient use based on clinical guidelines and individual patient health needs, when ordered by an In-Network Provider; and
- Must be a product used for a test recommended by the federal Centers for Disease Control and Prevention guidelines or the United States Preventive Services Task Force that has been CLIA waived, FDA cleared or approved, or developed by a laboratory in accordance with established regulations and quality standards, to allow individuals to self-collect specimens for STDs, including HIV, remotely at a location outside of a clinical setting ..... **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*, as well as other contraceptive medications such as injectable contraceptives, patches and devices such as diaphragms, intrauterine 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.

**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 authorized 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” on pages 106-107, in the “Important Words to Know” section for more information about services that are covered by this *plan as preventive care services*.

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

- ◆ Surgical implants ..... **No charge**  
(including, but not limited to, cochlear implants)
- ◆ 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 and surgical bras 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**

<b>Reconstructive Surgery</b>	<b>Copay</b>
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- ◆ *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 of 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 on page 32 for a description of this coverage.

<b>Rehabilitative Care</b>	<b>Copay</b>
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Rehabilitative care is provided after an illness or injury. Rehabilitative care is also provided for a *member* who is being treated for a *mental health and substance use disorder* or for autism spectrum disorders. This care is provided even though the *member* may not have suffered an illness or injury.

- ◆ Visits for rehabilitation, such as physical therapy, occupational therapy or speech therapy ..... **\$15**

<b>Skilled Nursing Facility Services</b>	<b>Copay</b>
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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.

<b>Special Food Products</b>	<b>Copay</b>
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- ◆ Special food products and formulas that are part of a diet prescribed by a *doctor* for the treatment of phenylketonuria (PKU) ..... **No charge**

These items are covered as medical supplies.

<b>Transgender Services</b>	<b>Copay</b>
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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” beginning on page 51 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* at 1-855-839-4524. 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” beginning on page 51 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).

<b>Urgent Care</b>	<b>Copay</b>
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If you are more than 15-miles or 30-minutes away from your *primary care doctor* or *medical group* and require *urgent care*, get it right away. *Urgent care* is not an *emergency*. It is care that is needed right away to relieve pain, find out what is wrong, or treat the health problem. You must call us within 48 hours if you are admitted to a *hospital*.

◆ *Doctor’s* office visit or urgent care facility use, supplies, other services, drugs and medicines. This includes oxygen.....**\$15\***

\*You do not have to pay the **\$15** if you are admitted as an *inpatient* to a *hospital*.

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

<b>Virtual Visits (Telemedicine / Telehealth Visits)</b>	<b>Copay</b>
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Covered services include virtual Telemedicine / Telehealth visits that are appropriately provided through the internet via video chat or voice. This includes visits with *doctors* who also provide services in person, as well as online-only providers.

- “Telemedicine / Telehealth” means the delivery of health care or other health services using electronic communications and information technology, including: live (synchronous) secure videoconferencing or secure instant messaging through our mobile app or website. Covered services are provided to facilitate the diagnosis, consultation and treatment, education, care management and self-management of a patient's physical and/or mental health. Benefits for telehealth are provided on the same basis and to the same extent as the same covered services provided through in-person contact. In-person contact between a health care *doctor* and the patient is not required for these services, and the type of setting where these services are provided is not limited.

**Please Note:** Not all services can be delivered through virtual visits. Certain services require equipment and/or direct physical hands-on care that cannot be provided remotely. Also, please note that not all *doctors* offer virtual visits.

◆ Virtual Visits:

Online Visits (including primary care *mental health conditions* or *substance use disorder* services) .....\$15

Benefits do not include the use of facsimile, audio-only telephone, texting (outside of our mobile app, website, electronic mail, or non-secure instant messaging). Benefits also do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to *doctors* outside our network, benefit precertification or *doctor to doctor* discussions.

If you have any questions about this coverage, please contact Member Services at the number on the back of your Identification Card.

For *mental health* or substance use disorder online care visits, please see the “Mental Health /Substance Use Disorder” benefit below for a description of this coverage.

Vision Care	Copay
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◆ Eye refraction to determine the need for corrective lenses ..... **No charge**

This service is limited to one visit per *calendar year* for *members* age 18 and over. There is no limit on the number of visits for *members* under age 18. Eyeglasses are not covered, except when needed after a covered and *medically necessary* surgery.

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## Medical Management Programs

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In order to be covered by this *plan*, most services must be provided or coordinated by your *primary care doctor* and approved 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” starting on page 13. You may get care for the treatment of certain conditions directly, without getting an approval 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* at 1-855-839-4524 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* or *substance use disorder* (including detoxification, rehabilitation, and residential treatment);
- ◆ Behavioral health treatment for autism spectrum disorders;
- ◆ *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
<i>Anthem Blue Cross HMO providers</i>	Provider	<i>Anthem Blue Cross HMO providers</i> must get precertification when required
<i>Non-Anthem Blue Cross HMO providers</i>	<i>Member</i>	<p><i>Member</i> has no benefit coverage for a non- <i>Anthem Blue Cross HMO provider</i> unless:</p> <ul style="list-style-type: none"> <li>• The <i>member</i> gets approval to use a non- <i>Anthem Blue Cross HMO provider</i> before the service is given, or;</li> <li>• The <i>member</i> requires out-of-area <i>urgent care</i> or an <i>emergency care</i> admission (See note below.)</li> </ul> <p>If these are true, then</p> <ul style="list-style-type: none"> <li>• <i>Member</i> must get precertification by calling Member Services when required. For an <i>emergency care</i> admission, precertification is not required. However, you, your authorized representative, or <i>doctor</i> must tell us within <b>24</b> hours of the admission or as soon as possible within a reasonable period of time.</li> <li>• <i>Member</i> may be financially responsible for charges/costs related to the service and/or setting in whole or in</li> </ul>

Provider Network Status	Responsibility to Get Precertification	Comments
		<p>part if the service and / or setting is found to not be <i>medically necessary</i>, or is not <i>emergency care</i>.</p>
<p>Blue Card Provider</p>	<p><i>Member</i> <b>(Except for Inpatient Admissions)</b></p>	<p><i>Member</i> has no benefit coverage for a BlueCard provider unless:</p> <ul style="list-style-type: none"> <li>• The <i>member</i> gets approval to use a BlueCard provider before the service is given, or;</li> <li>• The <i>member</i> requires <i>urgent care</i> or an <i>emergency care</i> admission (See note below.)</li> </ul> <p>If these are true, then</p> <ul style="list-style-type: none"> <li>• The <i>member</i> must call Member Services to get precertification when required. For an <i>emergency care</i> admission, precertification is not required. However, you, your authorized representative, or <i>doctor</i> must tell us within <b>24</b> hours of the admission or as soon as possible within a reasonable period of time.</li> <li>• <i>Member</i> may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and /</li> </ul>

Provider Network Status	Responsibility to Get Precertification	Comments
		<p>or setting is found to not be <i>medically necessary</i>, or is not an <i>emergency</i>.</p> <ul style="list-style-type: none"> <li>• <b>Blue Card providers must obtain precertification for all inpatient admissions.</b></li> </ul>
<p><b>NOTE: For an <i>emergency</i> care admission, precertification is not required. However, you, your authorized representative or <i>doctor</i> must tell us within 24 hours of the admission or as soon as possible within a reasonable period of time.</b></p>		

### **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 our 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.

<b>Request Category</b>	<b>Timeframe Requirement for Decision</b>
Urgent Pre-Service Review	72 hours from the receipt of the request
Non-Urgent Pre-Service Review	5 business days from the receipt of the request
Urgent Continued Stay Review when hospitalized at the time of the request and no previous authorization exists	24 hours from the receipt of the request. We may request additional information within the first 24 hours and then extend to 72 hours
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*, including treatment of *mental health* or *substance use disorder*, 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 Traditional 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 Traditional HMO provider* for the following services:**

- ◆ Treatment of *mental health* or *substance use disorder*,
- ◆ Behavioral health treatment for autism spectrum disorders,
- ◆ 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 the *Member Services number* at 1-855-839-4524.

**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 Traditional 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 Traditional HMO provider*, the applicable *Anthem Blue Cross Traditional 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 Traditional HMO provider*.

If you receive covered non-emergency services at an *Anthem Blue Cross HMO hospital* or facility in California 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 *Member Services number* at 1-855-839-4524 **before** scheduling an admission to, or before you get the services of, a non-Anthem Blue Cross Traditional HMO provider.

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

- ◆ There is no Anthem Blue Cross Traditional 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 Traditional HMO provider by a *doctor* who is an Anthem Blue Cross Traditional 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 may also 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/calpers](http://www.anthem.com/ca/calpers) or by calling us at the *Member Services number* at 1-855-839-4524.

### **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.

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## Exclusions

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It is 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 authorized by your *primary care doctor, your medical group, or Anthem.***

### Kinds of Services You Cannot Get with this Plan

- ◆ **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, starting on page 27.
- ◆ **Care Not Approved.** Care you got from a health care provider without the authorization 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 in California 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”.
- ◆ **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 *mental health and substance use disorder* as required by state law.

- ◆ **Cosmetic Surgery.** Surgery or other services done only:

- To improve your appearance; or
- To change or reshape normal parts or tissues of the body.

Scalp hair prostheses, including wigs or any form of hair replacement.

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. This exclusion does not apply to services mandated by state or federal law, or listed as covered under “What We Cover”.

- ◆ **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. This exclusion does not apply to *medically necessary* services to treat *mental health and substance use disorder* as required by state law.

- ◆ **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.

- ◆ **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 autism spectrum disorders. Additionally, this exclusion does not apply to the *medically necessary* services to treat *mental health and substance use disorder* as required by state law.

- ◆ **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.
- ◆ **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 “Independent Medical Review of Denials of Experimental or Investigative Treatment”, starting on page 69, 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.
- ◆ **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 *mental health and substance use disorder* as required by state law.
- ◆ **Foot Orthotics.** Foot orthotics, orthopedic shoes or footwear or support items unless used systemic illness affecting the lower limbs, such as severe diabetes.
- ◆ **Gene Therapy.** Gene therapy as well as any *drugs*, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.
- ◆ **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*.
- ◆ **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.

- ◆ **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).
- ◆ **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.** Treatment for in-vitro fertilization, ovum transplant, gamete intrafallopian transfer (GIFT) and zygote intrafallopian transfer (ZIFT) procedures.
- ◆ **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.

- ◆ **Non-Approved Facility.** Services from a *health care provider* that does not meet the definition of facility.
- ◆ **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 autism spectrum disorders. Additionally, this exclusion does not apply to the *medically necessary* services to treat *mental health and substance use disorder* as required by state law.
- ◆ **Non-Prescription Drugs.** Non-prescription, over-the-counter drugs or medicines.

- ◆ **Outpatient Drugs.** Outpatient prescription drugs or medications including insulin except drugs for abortion or contraception when taken in the *doctor's* office. (Also see 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, but not limited to:
  - 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 *mental health and substance use disorder*, as required by state or federal law.

- ◆ **Routine Exams.** Routine physical or psychological exams or tests asked for by a job or other group, such as a school, camp, or sports program.
- ◆ **Services Given by Providers Who Are Not With Anthem Blue Cross Traditional HMO.** We will not cover these services unless your *primary care doctor* refers you, except for *emergencies* or out-of-area *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).
- ◆ **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*.
  - ◆ **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).
  - ◆ **Waived Cost-Shares non-Anthem Blue Cross Traditional 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 Traditional HMO provider.
  - ◆ **Wilderness.** Wilderness or other outdoor camps and/or programs. This exclusion does not apply to *medically necessary* services to treat *mental health and substance use disorder*, as required by state or federal law.
  - ◆ **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 page 86.

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## How to File a Complaint

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While Anthem Blue Cross Traditional HMO helps you get the care you need, we do not 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 is how:

- ◆ **Talk to your *Anthem Blue Cross Traditional HMO coordinator*.** If you have questions about your services, call your *Anthem Blue Cross Traditional HMO coordinator*. He or she may be able to help you right away. You may also call the *Member Services number* at 1-855-839-4524.
- ◆ **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.
- ◆ **Medical Grievance Procedures.** You, an authorized representative (Member), or a provider on your behalf, may request a grievance within one hundred and eighty (180) days of the Adverse Benefit Determination (ABD), and must be submitted in one of the following ways:
  - Call *Member Services number* at 1-855-839-4524 and ask one of our member services representatives to fill out the Member Issue Form for you; or
  - Fill out the Member Issue Form through the Anthem Blue Cross website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers); or
  - Or write to us at the following address:

**Anthem Blue Cross**  
**Grievance and Appeal Management**  
**P.O. Box 4310**  
**Woodland Hills, CA 91365**

The Member may submit written comments, documents, records, scientific studies and other information related to the claim that resulted in the ABD in support of the grievance. All information provided will be taken into account without regard to whether such information was submitted or considered in the initial ABD.

Anthem Blue Cross will acknowledge receipt of your request within five (5) calendar days. Standard grievances are resolved within 30 calendar days. 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 will expedite the review and resolve your complaint within 72 hours. See the provision “Urgent Decision” described below.

**You have the right to review the information that we have regarding your grievance. Upon request and free of charge, this information will be provided to you, including**

**copies of all relevant documents, records, and other information. To make a request call *Member Services number* at 1-855-839-4524.**

**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 we uphold the ABD, that decision becomes the Final Adverse Benefit Decision (FABD).** When you receive the final FABD, the following options are available to you:

- For FABDs involving medical judgment, you may pursue the Independent External Review process described below;
  - For FABDs involving benefit, you may pursue the CalPERS Administrative Review process as described in the CalPERS Administrative Review section.
  - You may also, at any time, use *binding arbitration* to resolve your dispute. (See “Arbitration” on pages 73-74.)
- ◆ **Urgent Decision.** An urgent grievance is resolved within 72 hours upon receipt of the request, but only if we determine the grievance meets one of the following:
- The standard appeal timeframe could seriously jeopardize your life, health, or ability to regain maximum function; **OR**
  - The standard appeal timeframe would, in the opinion of a physician with knowledge of your medical condition, subject you to severe pain that cannot be adequately managed without extending your course of covered treatment; **OR**
  - A physician with knowledge of your medical condition determines that your grievance is urgent.

If we determine the grievance request does not meet one of the above requirements, the grievance will be processed as a standard request.

**Note:** If you believe your condition meets the criteria above, you have the right to contact the California Department of Managed Health Care (DMHC) at any time to request an Independent Medical Review (IMR), at 1-888-HMO-2219 (TDD 1-877-688-9891), without first filing an appeal with us.

- ◆ **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.

## **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 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 *Member Services number* at 1-855-839-4524 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 Traditional 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 Traditional 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. Call *Member Services number* at 1-855-839-4524 for more information.

## **Independent Medical Review of Complaints Involving a Disputed Health Care Service**

You may ask for an IMR of disputed health care services from the 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 Traditional 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* 1-855-839-4524.

## **Department of Managed Health Care**

The DMHC 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 the *Member Services number* 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 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](http://www.dmhc.ca.gov)) has complaint forms, IMR applications forms and instructions online.

## **Appeal Procedure Following Grievance Procedure**

If you do not achieve resolution of your complaint through the grievance process described under the sections Medical Grievance Procedures, Urgent Decision, Independent Medical Review of Denials of Experimental or Investigative Treatment, Independent Medical Review of Complaints Involving a Disputed Health Care Service, and DMHC, you have additional dispute resolution options, as follows:

1. **Eligibility Issues.** Issues of eligibility must be referred directly to CalPERS:

CalPERS Health Account Management Division  
P.O. Box 942715  
Sacramento, CA 94229-2715

or telephone CalPERS Member Services at **1-888 CalPERS (1-888-225-7377)**, 1-916-795-3245 (TDD) TTY 1-800-735-2929.

2. **Coverage Issues.** A coverage issue concerns the denial or approval of health care services substantially based on a finding that the provision of a particular service is included or excluded as a covered benefit under this Evidence of Coverage booklet. It does not include a plan or contracting provider decision regarding a disputed health care service.

If you are dissatisfied with the outcome of Anthem’s internal complaint process or if you have been in the process for 30 days or more, you may request review by the DMHC, proceed to court or Binding Arbitration (as described in the previous section), if your coverage dispute is within the jurisdictional limits of Small Claims Court. Upon exhaustion of the DMHC review process, you may then request a CalPERS Administrative Review. You may not request a CalPERS Administrative Review if you decide to proceed to court or Binding Arbitration.

3. **Malpractice and Bad Faith.** You must proceed directly to court.
4. **Disputed Health Care Service Issue.** A decision regarding a disputed health care service relates to the practice of medicine and is not a coverage issue, and includes decisions as to whether a particular service is not *medically necessary*, or experimental or investigational.

If you are dissatisfied with the outcome of Anthem’s internal complaint process or if you have been in the process for 30 days or more, you may request an external IMR from the DMHC.

If you are dissatisfied with the IMR determination, you may request a CalPERS Administrative Review within 30 days of the DMHC or IMR determination, or you may proceed to court. If you choose to proceed to court or Arbitration, you may **not** request a CalPERS Administrative Review.

### **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, 21215 Burbank Blvd., Woodland Hills, CA 91367 marked to the attention of the Member Services Department listed on your identification card.

### **CalPERS Administrative Review and Hearing Process**

If you remain dissatisfied with Anthem’s internal complaint process, the DMHC determination or the IMR determination, you may request an Administrative Review. You must exhaust Anthem’s internal complaint process, the DMHC’s process and the IMR process, when applicable prior to submitting a request for CalPERS Administrative Review.

The request for an Administrative Review must be submitted in writing to CalPERS within thirty (30) days from the date of the DMHC FABD or, the IMR determination letter, in cases involving a disputed health care service, or experimental or investigational determination.

The request must be mailed to:

CalPERS Strategic Health Operations Division  
Health Appeals Coordinator  
P.O. Box 1953  
Sacramento, CA 95812-1953

You are encouraged to include a signed Authorization to Release Health Information (ARHI) form in the request for an Administrative Review, which gives permission to Anthem Blue Cross to provide medical documentation to CalPERS. If you would like to designate an Authorized Representative to represent you in the Administrative Review process, complete Section IV. Election of Authorized Representative on the ARHI form. You must complete and sign the form. An ARHI assists CalPERS in getting health information needed to make a decision regarding your request for Administrative Review. The ARHI form will be provided to you with the FABD letter from Anthem Blue Cross. If you have additional medical records from *doctors* or scientific studies that you believe are relevant to CalPERS review, those records should be included with the written request. You should send **copies** of documents, not originals, as CalPERS will retain the documents for its files. You are responsible for the cost of copying and mailing medical records required for the Administrative Review. Providing supporting information to CalPERS is voluntary. However, failure to provide such information may delay or preclude CalPERS in providing a final Administrative Review determination.

CalPERS cannot review claims of medical malpractice, i.e. quality of care, or quality of service disputes.

CalPERS will attempt to provide a written determination within 60 days from the date all pertinent information is received by CalPERS. For claims involving urgent care, CalPERS will make a decision as soon as possible, taking into account the medical exigencies, but no later than three (3) calendar days from the date all pertinent information is received by CalPERS.

**Note:** In urgent situations, if you request an IMR, at the same time you submit a request for a CalPERS Administrative Review, but before a determination has been made by the IMR, CalPERS will not begin its review or issue its determination until the IMR determination is issued.

### **Administrative Hearing**

You must complete the CalPERS Administrative Review process prior to being offered the opportunity for an Administrative Hearing. Only claims involving covered benefits are eligible for an Administrative Hearing.

You must request an Administrative Hearing in writing within 30 days of the date of the Administrative Review determination. Upon satisfactorily showing of good cause, CalPERS may grant additional time to file a request for an Administrative Hearing, not to exceed 30 days.

The request for an Administrative Hearing must set forth the facts and the law upon which the request is based. The request should include any additional arguments and evidence favorable to your case not previously submitted for Administrative Review, DMHC and IMR.

If CalPERS accepts the request for an Administrative Hearing, it shall be conducted in accordance with the Administrative Procedure Act (Government Code section 11500 *et seq.*).

An Administrative Hearing is a formal legal proceeding held before an Administrative Law Judge (ALJ); you may, but are not required, to be represented by an attorney. After taking testimony and receiving evidence, the ALJ will issue a Proposed Decision. The CalPERS Board of Administration (Board) will vote regarding whether to adopt the Proposed Decision as its own decision at an open (public) meeting. The Board's final decision will be provided in writing to you within two weeks of the Board's open meeting.

### **Appeal Beyond Administrative Review and Administrative Hearing**

If you are dissatisfied with the Board's decision, you may petition the Board for reconsideration of its decision, or may appeal to the Superior Court.

You may not begin civil legal remedies until after exhausting these administrative procedures.

### **Summary of Process and Rights of Members under the Administrative Procedure Act.**

- ◆ **Right to records, generally.** You may, at your own expense, obtain copies of all non-medical and non-privileged medical records from Anthem and/or CalPERS, as applicable.
- ◆ **Records subject to attorney-client privilege.** Communication between an attorney and a client, whether oral or in writing, will not be disclosed under any circumstances.
- ◆ **Attorney Representation.** At any state of the appeal proceedings, you may be represented by an attorney. If you choose to be represented by an attorney, you must do so at your own expense. Neither CalPERS nor Anthem will provide an attorney or reimburse you for the cost of an attorney even if you prevail on appeal.
- ◆ **Right to experts and consultants.** At any state of the proceedings, you may present information through the opinion of an expert, such as a physician. If you choose to retain an expert to assist in presentation of a claim, it must be at your own expense. Neither CalPERS nor Anthem will reimburse you for the costs of experts, consultants or evaluations.

### **Service of Legal Process**

Legal process or service upon CalPERS must be served in person at:

CalPERS Legal Office  
Lincoln Plaza North  
400 "Q" Street  
Sacramento, CA 95814

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## Keeping Anthem Blue Cross Traditional HMO After Your Coverage Status Changes

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If your *employer* employs 20 or more people, you may be able to continue coverage 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 continue coverage 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 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 domestic partnership ends.
- ◆ 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.

**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, enter a domestic partnership, or have a new child during this time, your new spouse, domestic partner 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.
- ◆ If your domestic partnership ends.
- ◆ 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 do not 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 domestic partner, because of the end of your domestic partnership 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 CalPERS 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, legal separation, or end of a domestic partnership.
- ◆ 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 CalPERS 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). Some of these options may cost less than *COBRA* continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov) or at [www.coveredca.com](http://www.coveredca.com).

### **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 CalPERS 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 CalPERS 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, we will tell you that you have a right to keep your coverage under CalCOBRA. If you want to keep your coverage, you must tell us 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 do not tell us 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.

We must receive your payment every month to keep your coverage going. You must send your payment to us, along with your enrollment form, within 45 days after you tell us you want to keep your coverage. You must send us 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 we do not get the correct payment within this 45 day period, you will not 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. We will cancel your coverage only after sending you written notice of cancellation at least 30 days before cancelling your coverage (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 we get 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 to us, 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 do not 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 us in writing that you want to keep your coverage through CalCOBRA and pay the first payment, we will reinstate your coverage 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 CalPERS 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.

### **Extension**

**If our *agreement with CalPERS 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.

## **Continuation of Group Coverage for Members on Military Leave**

Continuation of group coverage is available for *members* on military leave if the *member's employer* is subject to the Uniformed Services Employment and Re-employment Rights Act (USERRA).

If you are planning to enter the Armed Forces, you should contact your *employer* for information about your rights under the USERRA. *Employers* are responsible for compliance with this act and other state and federal laws regarding leaves of absence including the California Family Rights Act, the Family and Medical Leave Act, and Labor Code requirements for medical disability.

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## Other Things You Should Know

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### **Notice of Claim & Proof of Loss**

After you get covered services, we must receive written notice of your claim in order for benefits to be paid.

- An *Anthem Blue Cross HMO provider* will submit claims for you. They are responsible for ensuring that claims have the information we need to determine benefits. If the claim does not include enough information, we will ask them for more details, and they will be required to supply those details within certain timeframes.
- Non-*Anthem Blue Cross HMO provider* claims can be submitted by the *doctor* if the *doctor* is willing to file on your behalf. However, if the *doctor* is not submitting on your behalf, you will be required to submit the claim. Claim forms are usually available from the *doctor*. If they do not have a claims form, you can send a written request to us, or contact Member Services and ask for a claims form to be sent to you. If you do not receive the claims form, you can still submit written notice of the claim without the claim form. The same information that would be given on the claim form must be included in the written notice of claim, including:
  - Name of patient.
  - Patient's relationship with the *member*.
  - Identification number.
  - Date, type, and place of service.
  - Your signature and the *doctor's* signature

Non-*Anthem Blue Cross HMO provider* claims must be submitted within 180 days after the date of service. In certain cases, state or federal law may allow additional time to file a claim, if you could not reasonably file within the 180-day period. The claim must have the information we need to determine benefits. If the claim does not include enough information, we will ask you for more details and inform you of the time by which we need to receive that information. Once we receive the required information, we will process the claim according to the terms of your *plan*.

**Please note that failure to submit the information we need by the time listed in our request could result in the denial of your claim, unless state or federal law requires an extension.**

**Please contact Member Services if you have any questions or concerns about how to submit claims.**

### **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.

## **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, 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 do not 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 are 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 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 trustee 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 is not the primary plan, then we may reduce its benefits so that the benefits of all the plans are not 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 is not 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 does not 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 does not 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 does not have this rule, this rule will not apply.
  6. When the rules above do not 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 are not 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**

#### **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 have chosen Medicare as your primary plan. If you have chosen Medicare as your primary health plan, you will not be able to get any benefits under this *plan*.

### **Other Members Who are Eligible for Medicare**

If you are:

- ◆ 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](https://www.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* at 1-855-839-4524.

### **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 Traditional 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 Traditional 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. For purposes of an individual who presents written documentation of being diagnosed with a maternal mental health condition from the individual's treating health care provider, completion of covered services for the maternal mental health condition shall not exceed twelve (12) months from the diagnosis or from the end of pregnancy, whichever occurs later. A maternal mental health condition is a mental health condition that can impact a woman during pregnancy, peri or postpartum, or that arises during pregnancy, in the peri or postpartum period, up to one year after delivery.
- ◆ 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* at 1-855-839-4524 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 Traditional 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 Traditional 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 Traditional 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). If your *medical group* leaves our network for any reason other than termination of cause, and you are in active treatment, you may be able to continue seeing that provider for a limited period of time and still get the *Anthem Blue Cross HMO provider* benefits.

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 Traditional 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. For purposes of an individual who presents written documentation of being diagnosed with a maternal mental health condition from the individual's treating health care provider, completion of covered services for the maternal mental health condition shall not exceed twelve (12) months from the diagnosis or from the end of pregnancy, whichever occurs later. A maternal mental health condition is a mental health condition that can impact a woman during pregnancy, peri or postpartum, or that arises during pregnancy, in the peri or postpartum period, up to one year after delivery.
- ◆ 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* at 1-855-839-4524 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 Traditional 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 File a Complaint" starting on page 67.

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 Traditional 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 CalPERS 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. 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 any applicable state law.

If you receive services from an *Anthem Blue Cross HMO provider* in California, at which or as a result of which, you receive non-emergency covered services provided by an non-*Anthem Blue Cross 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. 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<sup>®</sup> Program**

Under the BlueCard<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> Program) made available to Anthem Blue Cross by the Host Blue.

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

### *BlueCard<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> Program

If you plan to travel outside the United States, call Member Services to find out your Blue Cross Blue Shield Global Core<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup>

In most cases, when you arrange inpatient hospital care with Blue Cross Blue Shield Global Core<sup>®</sup>, 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<sup>®</sup>; 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<sup>®</sup> claim forms you can get international claims forms in the following ways:

- Call the Blue Cross Blue Shield Global Core<sup>®</sup> Service Center at the numbers above; or
- Online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).

You will find the address for mailing the claim on the form.

**Financial Arrangements with Providers.** Anthem (or an affiliate) contracts with certain health care providers and suppliers (“Providers”). They do this to provide and pay for health care services for you and others covered under individual certificates, evidence of coverages, and group policies, contracts, or agreements to which Anthem is a party. This applies to you and all persons covered under the *agreement*.

Anthem offers several products and programs. Under the above contracts between Providers and Anthem, the negotiated rates used for certain medical services provided may not be the same for all products and programs. In negotiating the terms of the *agreement*, your *employer* was aware that Anthem offered different types of products and programs and chose this *plan*. You and the employer are entitled to receive only the benefits of those discounts, payments, settlements, incentives, adjustments and/or allowances specifically set forth in the *agreement* for this *plan*.

Also, under arrangements made with some Providers, certain discounts, payments, rebates, settlements, incentives, adjustments and/or allowances, including, but, not limited to, pharmacy rebates, may be based on total payments made by Anthem for all health care services rendered to all persons who have coverage through a program provided or administered by Anthem. They are not attributed to specific claims or plans and do not accrue to the benefit of any covered individual or employer, but, may be considered by Anthem in determining its fees or subscription charges or premiums.

**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. We reserve the right to deduct or offset, including cross plan offsetting on In-Network claims and on Out-Of-Network claims where the Out-Of-Network Provider agrees to cross plan offsetting, any amounts paid in error from any pending or future claim.

**Who takes care of your COBRA coverage.** Anthem is not the *plan* administrator of your COBRA coverage. Your *employer*, or someone your *employer* hires, most often takes care of administrating your *employer's* health plan. The *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 your *employer* does not change your coverage by the Workers' Compensation program. It does not take the place of Workers' Compensation.

**Renewing our agreement with CalPERS.** 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, or previous medical information.

In addition, 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.

**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 Traditional 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.

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## Important Words to Know

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The meanings of key terms used in this booklet are shown below.

**Agreement** is the Group Benefit Agreement between Anthem and CalPERS. In it, we agree to what benefits will be given to you.

**Ambulatory Surgical Center** is a freestanding outpatient surgical facility, with a staff of *doctors*, that:

1. is licensed as required;
2. has permanent facilities and equipment to perform surgical procedures on an outpatient basis;
3. gives treatment by or under the supervisions of *doctors* and nursing services when the patient is in the facility;
4. does not have *inpatient* accommodations; and
5. is not, other than incidentally, used as an office or clinic for the private practice of a *doctor* or other professional provider.

**Anthem Blue Cross (Anthem)** is a health care service plan, regulated by the California Department of Managed Health Care.

**Anthem Blue Cross Traditional 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 Traditional 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 Traditional HMO provider* for the treatment of *mental health and substance use disorder*, behavioral health treatment for autism spectrum disorders, 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 Traditional 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 a *hospital* or *doctor* that does not have an agreement with Anthem for a covered service by an *Anthem Blue Cross Traditional 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.

**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.

**Consolidated Appropriations Act of 2021.** Please refer to the “Consolidated Appropriations Act of 2021 Notice” at the front of this Booklet for details.

**Copay** is the amount you pay to get a *medically necessary* service with an *Anthem Blue Cross Traditional HMO provider*. Anthem or the *medical group* pays the provider the rest.

**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.

**Dependent** is a family member which includes spouse, domestic partner or child.

**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.

**Durable Medical Equipment** and medical devices when the equipment meets the following criteria:

- is meant for repeated use and is not disposable.
- is used for a medical purpose and is of no further use when medical needs ends.
- is meant for use outside a medical facility.
- is only for the use of the patient.
- is made to serve a medical use.
- is ordered by a provider.

**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*.

**Employer** means any person, firm, proprietary or non-profit corporation, partnership, public agency or association that has at least two employees and that is actively engaged in business or service, in which a bona fide employer-employee relationship exists, in which the majority of employees were employed within this state, and which was not formed primarily for purposes of buying health care coverage or insurance.

**Experimental** is any medical, surgical and/or other procedures, services, products, *drugs* or devices including implants used for research except as specifically stated under the “Clinical Trials” provision from the section “What We Cover”.

**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 or substance use disorder*.

**Generally Accepted Standards of Mental Health and Substance Use Disorder Care** are standards of care and clinical practice that are generally recognized by health care *providers* practicing in relevant clinical specialties such as psychiatry, psychology, clinical sociology, addiction medicine and counseling, and behavioral health treatment pursuant to state law. Valid, evidence-based sources establishing *generally accepted standards of mental health and substance use disorder care* include peer-reviewed scientific studies and medical literature, clinical practice guidelines and recommendations of nonprofit health care *provider* professional associations, specialty societies and federal government agencies, and drug labeling approved by the United States Food and Drug Administration.

**Guest membership** is a special way you can get care when you go out of town for more than 90 days. If you know ahead of time, you can apply for a guest membership in a *medical group* in the city you are going to visit. Call the Anthem Blue Cross HMO *Member Services number* on your Member ID card and ask for the Guest Membership Coordinator.

**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 autism spectrum disorders only; and
- ◆ 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* or *substance use disorder*) 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.

**Infertility** is a person's inability to conceive a pregnancy or carry a pregnancy to live birth either as an individual or with their partner; or a licensed physician's determination of infertility, based on a patient's medical, sexual, and reproductive history, age, physical findings, diagnostic testing, or any combination of those factors.

**Inpatient** is a *member* who is treated as a registered bed patient in a *hospital* and for whom a room and board charge is made.

**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* or *substance use 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.

**Investigative** procedures, treatments, supplies, devices, equipment, facilities, or drugs (all services) that do not meet one (1) or more of the following criteria:

- have final approval from the appropriate government regulatory body; or
- have the credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community which permits reasonable conclusions concerning the effect of the procedure, treatment, supply, device, equipment, facility or drug (all services) on health outcomes; or
- be proven materially to improve the net health outcome; or
- be as beneficial as any established alternative; or

- show improvement outside the investigational settings.

Recommendations of national *doctor* specialty societies, nationally recognized professional healthcare organizations and public health agencies, as well as information from the practicing community, may also be considered.

**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.

For purposes of treatment of *mental health* or *substance use disorder*, in addition to the above, *medically necessary* also means a service or product addressing the specific needs of that patient, for the purpose of preventing, diagnosing, or treating an illness, injury, condition, or its symptoms, including minimizing the progression of an illness, injury, condition, or its symptoms, in a manner that is all of the following:

(i) In accordance with the *generally accepted standards of mental health and substance use disorder care*.

(ii) Not primarily for the economic benefit of Anthem and the *member*.

**Member** is an employee, annuitant, or family member as those terms are defined in Sections 22760, 22772 and 22775 and domestic partner as defined in Sections 22770 and 22771 of the Government code.

**Member services number** is 1-855-839-4524. You can call Anthem to answer your questions about Anthem Blue Cross Traditional HMO. The number is also 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.

**Mental health and substance use disorders** include conditions that fall under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the International Classification of Diseases or that is listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders. Changes in terminology, organization, or classification of *mental health and substance use disorders* in future versions of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders or the World Health Organization's International Statistical Classification of Diseases and Related Health Problems shall not affect the conditions covered by this Plan as long as a condition is commonly understood to be a mental health condition or substance use disorder by health care *providers* practicing in relevant clinical specialties.

**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.

**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 CalPERS. 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.

**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 the *Member Services number* at 1-855-839-4524 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 doctors* include general and family practitioners, internists and pediatricians. Certain *specialists* as we may approve may also be designated *primary care doctors*.

**Prior plan** is a plan sponsored by CalPERS 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.

**Reasonable and Customary Value** is 1) for professional Out-of-Network Providers, the Reasonable and Customary Value is determined by using a percentile of billed charges from a database of a third party that takes into consideration various factors, such as the amounts billed for same or similar services, and the geographic locations in which the services were rendered; and 2) for Facility Out-of-Network Providers, the Reasonable and Customary Value is determined by using a percentile of billed charges from a database of Anthem's actual claims experience, subject to certain thresholds based on each Provider's cost-to-charge ratio as reported by the Provider to a California governmental agency and the actual claim submitted to us.

**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 and substance use disorder*. The facility must be licensed to provide psychiatric treatment of *mental health and substance use disorder* 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).

**Self-Administered Hormonal Contraceptives** are products with the following routes of administration:

- Oral;
- Transdermal;
- Vaginal;

- Depot Injection.

**Service Area** is the geographical area where you can get covered services from an in-network provider within the state of California.

**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.

**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.

**Surprise Billing Claim.** Please refer to the “Consolidated Appropriations Act of 2021 Notice” at the front of this Booklet for details.

**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. For your family members, it means they cannot do all the activities usual for persons of their 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.

**Year or calendar year** is a 12 month period starting January 1 at 12:01 a.m. Pacific Standard Time.

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## For Your Information

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### 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*.
- ◆ Notify CalPERS if you have any changes to your name, address or family members covered under your plan.
- ◆ 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.

If you would like more information, have comments, or would like to contact us, please go to [www.anthem.com/ca](http://www.anthem.com/ca) and select "Helpful Links>Contact Us", or you may call the *Member Services number* at 1-855-839-4524.

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/](http://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 *Member Services number* at 1-855-839-4524 or on the Anthem Blue Cross web site at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers). 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.

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 for individuals with disabilities to effectively communicate with us.

To request a written or oral translation please contact Member Services by calling the *Member Services number* at 1-855-839-4524 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/calpers](http://www.anthem.com/ca/calpers).

### **IDENTITY PROTECTION SERVICES**

Identity protection services are available with our Anthem health plans. To learn more about these services, please visit [www.anthem.com/resources](http://www.anthem.com/resources).

## **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 number* at 1-855-839-4524.

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## Chiropractic and Acupuncture Care Amendment

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Your Anthem Blue Cross Traditional 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 a *participating chiropractor* or *participating acupuncturist*.**

**When you are treated by a *participating chiropractor* or *participating acupuncturist*, 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 OR ACUPUNCTURE 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 or Acupuncture Care**

**Choosing a *participating chiropractor* or *participating acupuncturist*.** We publish a directory of *participating chiropractors* or *participating acupuncturists*. You can get a directory from your plan administrator (usually your employer) or from us. The directory lists all *participating chiropractors* or *participating acupuncturists* in your area. You may call us at the Member Services number listed on your ID card or you may write to us and ask us to send you a directory. You may also search for a *participating chiropractor* or *participating acupuncturist* using the “Provider Finder” function on our website at [www.anthem.com/ca](http://www.anthem.com/ca) and select the HMO Chiropractic/Acupuncture Network (ASH Plans).

**Your First Visit.** You must make an appointment with a *participating chiropractor* or *participating acupuncturist* for an examination of your condition. You do not need a referral from your *primary care doctor* to see a *participating chiropractor* or *participating acupuncturist*.

Please remember to bring your Member ID card.

**Services Must be Approved.** All services must be approved as *medically/clinically necessary*, except for:

- ◆ An initial new patient exam by a *participating chiropractor* or *participating acupuncturist* and the provision or commencement, during the initial new patient exam, of *medically/clinically necessary* services that are chiropractic or acupuncture 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 a *participating chiropractor* or *participating acupuncturist* will be applied towards the maximum number of visits in a *calendar year*.

**Services Not Approved.** A *participating chiropractor* or *participating acupuncturist* may provide non-covered services. However, you must agree in writing, before receiving non-covered services, to pay for them yourself. If a *participating chiropractor* or *participating acupuncturist* 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

<b>Chiropractic Care</b>	<b>Copay</b>
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◆ Office visit..... **\$15\***

\* Only one Copay will be required per visit regardless of the number of covered services furnished during the visit.

You may have up to **20** visits, combined with visits for acupuncture services, in a *calendar year* for covered services that are determined to be *medically/clinically necessary*. Covered services include:

- An initial new patient exam provided by a *participating chiropractor* to determine the appropriateness of chiropractic services. An initial new patient exam is only covered if the *member* seeks services from a *participating chiropractor* for any injury, illness, disease, functional disorder or condition with regard to which the *member* is not, at that time, receiving services from a *participating chiropractor*. You are required to pay a Copay.
- Follow-up office visits, as set forth in an approved treatment plan, including manipulation of the spine, joints and/or musculoskeletal soft tissue, re-evaluation, and/or other services, in various combinations, provided by a *participating chiropractor*. All follow-up office visits must be *medically/clinically necessary*. You are required to pay a Copay.
- An established patient exam performed by a *participating chiropractor* when determined to be *medically/clinically necessary* to assess the need to continue, extend or change an approved treatment plan. 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 an approved treatment plan, including therapies such as ultrasound, hot packs, cold packs, electrical muscle stimulation, and other therapies provided by a *participating 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 *participating chiropractor* is responsible for submitting a treatment plan to ASH Plans for prior approval.

- ◆ X-rays and laboratory tests when prescribed and approved by a *participating chiropractor*. ..... **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 a *participating 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.

Acupuncture Services	Copay
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- ◆ Office visit..... **\$15\***

\* Only one Copay will be required per visit regardless of the number of covered services furnished during the visit.

You may have up to **20** visits, combined with visits for chiropractic care, 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 a *participating acupuncturist* to determine the appropriateness of acupuncture services. An initial new patient exam is only covered if the *member* seeks services from a *participating acupuncturist* for any injury, illness,

disease, functional disorder or condition with regard to which the *member* is not, at that time, receiving services from a *participating acupuncturist*. You are required to pay a Copay.

- Follow-up office visits, as set forth in an approved treatment plan, including acupuncture services and/or re-evaluation provided by a *participating acupuncturist*. All follow-up visits must be *medically/clinically necessary*. You are required to pay a Copay.
- An established patient exam performed by a *participating acupuncturist* when determined to be *medically/clinically necessary* to assess the need to continue, extend or change an approved treatment plan. An established patient exam is only covered when used to determine the appropriateness of acupuncture services. You are required to pay a Copay.
- Adjunctive therapy, as set forth in an approved treatment plan, including therapies such as acupressure, cupping, moxibustion, or breathing techniques provided by a *participating acupuncturist*. Adjunctive therapy is covered only when provided during the same course of treatment, and in conjunction with, acupuncture. All adjunctive therapy must be *medically/clinically necessary* for the treatment of neuromusculoskeletal disorders, nausea or pain and provided in conjunction with acupuncture services. If adjunctive therapy is provided separately from an office visit, you are required to pay a Copay.

**When You Want a Second Opinion.** If you would like a second opinion with regard to covered services provided by a *participating chiropractor* or *participating acupuncturist*, you will have direct access to another *participating chiropractor* or *participating acupuncturist*. If a *participating chiropractor* or *participating acupuncturist* refers you to another *participating chiropractor* or *participating acupuncturist*, your visit for the second opinion will not be applied towards the maximum visits in a *calendar year*. If you self-refer to another *participating chiropractor* or *participating acupuncturist*, 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 a *participating chiropractor* or *participating acupuncturist* that are not approved by ASH Plans, except as specified under “When You Need Chiropractic or Acupuncture Care.” A *participating chiropractor* or *participating acupuncturist* 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 or acupuncture services or supplies in connection with:
  - Diagnostic scanning, such as magnetic resonance imaging (MRI) or computerized axial tomography (CAT) scans. Diagnostic services for acupuncture.
  - Thermography.
  - Hypnotherapy.
  - Behavior training.
  - Sleep therapy.

- Weight programs.
  - Any non-medical program or service.
  - Pre-employment exams, any chiropractic or acupuncture 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.
  - Acupuncture performed with reusable needles.
  - Acupuncture services benefits are not provided for magnets used for diagnostic or therapeutic use, ion cord devices, manipulation or adjustments of the joints, physical therapy services, iridology, hormone replacement products, acupuncture point or trigger-point injections (including injectable substances), laser/laser biostim, colorpuncture, NAET diagnosis and/or treatment, and direct moxibustion.
  - Any service or supply for the exam and/or treatment by a *participating chiropractor* for conditions other than those related to neuromusculoskeletal disorders.
  - Services from a *participating acupuncturist* for examination and/or treatment for conditions not related to neuromusculoskeletal disorders, nausea or pain, including, without limitation, asthma or addictions such as nicotine addiction.
  - 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-participating chiropractors or non-participating acupuncturists.*** Services and supplies provided by a *chiropractor* or an *acupuncturist* 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 and Acupuncture 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**

**Acupuncturist** means a doctor of acupuncture (L.A.C.), qualified and licensed by state law.

**Participating acupuncturist** means an *acupuncturist* who has entered into an agreement with American Specialty Health Plans of California, Inc. (ASH Plans) to provide acupuncture services under this *plan*.

**Participating 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 and/or acupuncture services which are necessary, appropriate, safe, effective, and rendered in accordance with professionally recognized, valid, evidenced-based standards of practice.

**Non-participating acupuncturist** means an *acupuncturist* who does not have an agreement with ASH Plans to provide covered services under this *plan*.

**Non-participating chiropractor** means a *chiropractor* who does not have an agreement with the ASH Plans to provide covered services under this *plan*.

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## **Your Prescription Drug Plan**

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The Outpatient Prescription Drug Program is administered by OptumRx. Please refer to your OptumRx Prescription Drug Program Evidence of Coverage booklet for additional details.

### **Dispute Resolution**

#### **Pharmacy Grievance Procedures**

Please refer to your OptumRx Evidence of Coverage booklet for Pharmacy grievance procedures or you may contact OptumRx Customer Care at 1-855-505-8110 (TTY users call 711).



# 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 بالرقم 1-888-254-2721 (TTY/TDD:711).

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## Armenian

ՈՒՇԱԴԴՈՒԹՅՈՒՆ. 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។ ដើម្បីទទួលបានជំនួយឥតគិតថ្លៃ 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 ਵਥੀ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ। ਮੁਫਤ ਮਦਦ ਲਈ, ਕਿਰਪਾ ਕਰਕੇ ਫੋਨ 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)

### **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>.

