

**UNIVERSITY OF CALIFORNIA**

*Effective January 1, 2017*

**CORE Plan**

**Plan ID#280509**

***Benefit Booklet***

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This Benefit Booklet (“*benefit booklet*”) provides a complete explanation of your *benefits*, limitations and other *plan* provisions that apply to you. Your *plan* is a Preferred Provider Medical Plan. Be sure you understand the *benefits* offered under this *plan* before receiving services.

*Benefits* of this *plan* are available only for *covered services* and supplies furnished during the term the *plan* is in effect and while the *individual* claiming *benefits* is actually covered by this *plan*.

*Benefits* may be modified during the term of this *plan* as specifically provided under the terms of the *plan* or upon renewal. If *benefits* are modified, the revised *benefits* (including any reduction in *benefits* or the elimination of *benefits*) apply for the *covered services* or supplies furnished on or after the effective date of modification. There is no vested right to receive the *benefits* of this *plan*.

Eligible *employees* and covered *dependents* (“members”) are referred to in this booklet as “you” and “your”. The *plan administrator* is The Regents of the University of California, which has delegated certain duties to Anthem Blue Cross Life and Health Insurance Company. The *plan administrator* is referred to as “we”, “us” and “our”.

**All italicized words have specific definitions. These definitions can be found either in the specific section or in the DEFINITIONS section of this booklet starting at page 91.**

Please read this *benefit booklet* carefully so that you understand all the *benefits* your *plan* offers. Keep this *benefit booklet* handy in case you have any questions about your coverage.

**Important:** The Regents of the University of California is the Employer. Anthem Blue Cross Life and Health Insurance Company has been appointed the *claims administrator*. On behalf of Anthem Blue Cross Life and Health Insurance Company, Anthem Blue Cross processes and reviews the claims submitted under this *plan*. This is not an insured benefit plan. The *benefits* described in this *benefit booklet* or any rider or amendments are funded by the *plan administrator* who is responsible for their payment. Anthem Blue Cross Life and Health Insurance Company provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

Anthem Blue Cross Life and Health Insurance Company is an independent licensee of the Blue Cross Association (BCA).

## COMPLAINT NOTICE

All complaints and disputes relating to coverage under this *plan* must be resolved in accordance with the *plan's* grievance procedures. Grievances may be made by telephone (please call the number described on your Identification Card) or in writing (write to Anthem Blue Cross Life and Health Insurance Company, 21555 Oxnard Street, Woodland Hills, CA 91367 marked to the attention of the Customer Service Department named on your identification card). If you wish, the *claims administrator* will provide a Complaint Form which you may use to explain the matter.

All grievances received under the *plan* will be acknowledged in writing, together with a description of how the *plan* proposes to resolve the grievance. Grievances that cannot be resolved by this procedure shall be submitted to arbitration.



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## SUMMARY OF BENEFITS

**Note:** The following SUMMARY OF BENEFITS contains the *benefits* and applicable *copayments* of your *plan*. The SUMMARY OF BENEFITS represents only a brief description of the *benefits*. Please read this booklet carefully for a complete description of provisions, *benefits* and exclusions of the *plan*.

See the end of this SUMMARY OF BENEFITS for important *benefit* information.

*In-Network Providers:* Services by any combination of *Anthem Prudent Buyer PPO Providers and Other Health Care Providers*

### CORE Plan

Member Calendar Year Deductible Responsibility	Deductible Amount
	<i>In-Network and Out-of-Network Providers</i>
<b>Calendar Year Deductible</b>  Please refer to <i>Member Deductible</i> in the Medical Benefit Summary Notes section for information on how your <i>calendar year deductible</i> works.	\$3,000 per <i>individual</i>

Member Calendar Year Out-of-Pocket Responsibility	Out-of-Pocket Amount
	<i>In-Network and Out-of-Network Providers</i>
<b>Calendar Year Out-of-Pocket Maximum</b>  When you meet your Out-of-Pocket Maximum amount, you will no longer have to pay cost shares during the remainder of your <i>calendar year</i> . Your <i>deductible</i> is included in your Out-of-Pocket Maximum.  Pharmacy <i>copayments</i> are included in your Out-of-Pocket Maximum.  Please refer to <i>Member Out-of-Pocket Maximum</i> in the Medical Benefit Summary Notes section for information on how your Out-of-Pocket Maximum works.	\$6,350 per <i>individual</i> / \$12,700 per family

Member Maximum Lifetime Benefits	Maximum Claims Administrator Payment	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Lifetime Benefit Maximum</b>	No maximum	

**Note:** Please refer to the section Medical Care That Is Covered for additional details regarding your *benefits*.

*In-Network Providers:* Services by any combination of *Anthem Prudent Buyer PPO and Other Health Care Providers*

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Acupuncture Benefits</b>		
<ul style="list-style-type: none"> <li>Acupuncture services – office location</li> </ul> <p>The <i>plan</i> will pay for up to 24 visits per <i>member</i> during a <i>calendar year</i> (visits are combined with “Chiropractic Benefits”). Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>If your <i>plan</i> has a <i>calendar year deductible</i>, the number of visits will start counting toward the maximum when services are first provided even if the <i>calendar year deductible</i> has not been met.</p>	20%	20%
<b>Advanced Imaging Procedure Benefits</b>		
Advanced imaging procedure services are subject to pre-service review to determine whether <i>medically necessary</i> . Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.		
<ul style="list-style-type: none"> <li><i>Physician</i> services - office location</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>Freestanding facility</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>Outpatient <i>hospital</i></li> </ul> <p>Advanced imaging procedures, when performed by an <i>Out-of-Network Provider</i>, will have a maximum payment of <b>\$280</b> per visit. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Allergy Testing and Treatment Benefits</b>		
<ul style="list-style-type: none"> <li>• Testing and treatment, includes serum and serum injections (office visit <i>copayment</i> will apply when billed with an office visit).</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• Allergy serum purchased separately for treatment (billed separately from an office visit)</li> </ul>	20%	20%
<b>Ambulance Benefits</b>		
<ul style="list-style-type: none"> <li>• <i>Emergency</i> or authorized transport (ground, air or water)</li> </ul>	20% (not subject to the <i>calendar year deductible</i> )	20% (not subject to the <i>calendar year deductible</i> )
<b>Ambulatory Surgery Center Benefits</b>		
<p><i>Ambulatory surgical center</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>		
<ul style="list-style-type: none"> <li>• Outpatient services (<i>hospital</i> or freestanding surgical center)</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$280</b> per visit. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p>	20%	20%
<ul style="list-style-type: none"> <li>• <i>Physician</i> services</li> </ul>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<p><b>Bariatric Surgery Benefits</b></p> <p>Services and supplies in connection with <i>medically necessary</i> surgery for weight loss, only for morbid obesity. These procedures are covered only when performed at a <i>BDCSC</i>. See page 39 under Medical Care That Is Covered section for details.</p> <p>You must obtain pre-service review for all bariatric surgical procedures. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>		
<ul style="list-style-type: none"> <li>• <i>Hospital</i> inpatient services</li> </ul>	20%	Not covered
<ul style="list-style-type: none"> <li>• <i>Hospital</i> outpatient surgery services</li> </ul>	20%	Not covered
<ul style="list-style-type: none"> <li>• <i>Physician</i> inpatient services</li> </ul>	20%	Not covered
<ul style="list-style-type: none"> <li>• Bariatric Travel Expenses</li> </ul> <p>The <i>plan's</i> maximum payment will not exceed <b>\$5,000</b> per surgery. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>*No <i>copayment</i> will be required for bariatric travel expenses authorized by the <i>claims administrator</i> once your <i>calendar year deductible</i> is met.</p>	No charge*	Not covered
<p><b>Chiropractic Benefits</b></p>		
<ul style="list-style-type: none"> <li>• <i>Chiropractic services</i> – office location</li> </ul> <p>The <i>plan</i> will pay for up to 24 visits per <i>member</i> during a <i>calendar year</i> (visits are combined with “Acupuncture Benefits”). Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>If your <i>plan</i> has a <i>calendar year deductible</i>, the number of visits will start counting toward the maximum when services are first provided even if the <i>calendar year deductible</i> has not been met.</p>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Clinical Trial of Cancer and Other Life Threatening Conditions Benefits</b>		
Coverage is provided for routine patient costs you receive as a <i>member</i> in an approved clinical trial. The services must be those that are listed as covered by this <i>plan</i> for <i>members</i> who are not enrolled in a clinical trial.	20%	20%
<b>Diabetes Care Benefits</b>		
• Devices, equipment and supplies	20%	20%
• Diabetes self-management training – office location	20%	20%
<b>Durable Medical Equipment Benefits</b>		
• Other Durable Medical Equipment  Specific durable medical equipment is subject to pre-service review to determine whether <i>medically necessary</i> . Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.	20%	20%
• Breast Pump	No charge	20%
<b>Emergency Room Benefits</b>		
• Emergency room facility services not resulting in an admission	20%	20%
• Emergency room facility services resulting in an admission	20%	20%
• <i>Physician</i> services	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<p><b>Family Planning Benefits</b></p> <p>Certain contraceptives are covered under the “Preventive Care Benefits”. Please see that provision for further details.</p> <p>The <i>calendar year deductible</i> will not apply to services provided by <i>Anthem Prudent Buyer PPO Providers</i>.</p> <p>See page 43 under Medical Care That Is Covered section for details for information about your “Family Planning Benefits”</p>		
<ul style="list-style-type: none"> <li>• Counseling and consulting (including <i>physician</i> office visits for diaphragm fitting, injectable contraceptives, or implantable contraceptives)</li> </ul>	No charge	20%
<ul style="list-style-type: none"> <li>• Diaphragm fitting procedure</li> </ul>	No charge	20%
<ul style="list-style-type: none"> <li>• Implantable and injectable contraceptives</li> </ul>	No charge	20%
<ul style="list-style-type: none"> <li>• Insertion and/or removal of intrauterine device (IUD)</li> </ul>	No charge	20%
<ul style="list-style-type: none"> <li>• Intrauterine device (IUD)</li> </ul>	No charge	20%
<ul style="list-style-type: none"> <li>• Tubal ligation (an additional facility <i>copayment</i> may apply when services are rendered in a <i>hospital</i>)</li> </ul>	No charge	20%
<p><b>Family Planning Benefits</b></p>		
<ul style="list-style-type: none"> <li>• Male sterilization (an additional facility <i>copayment</i> may apply when services are rendered in a <i>hospital</i> or outpatient surgery center)</li> </ul>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Hemodialysis Benefits</b>		
<ul style="list-style-type: none"> <li>• Hemodialysis services</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$240</b> per day. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p>	20%	20%
<ul style="list-style-type: none"> <li>• Outpatient services</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$240</b> per day. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p>	20%	20%
<b>Home Health Care Benefits</b>		
<ul style="list-style-type: none"> <li>• Home health care agency services</li> </ul> <p><i>Benefits</i> are provided for up to a maximum of 100 visits per <i>calendar year</i>. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>If your <i>plan</i> has a <i>calendar year deductible</i>, the number of visits will start counting toward the maximum when services are first provided even if the <i>calendar year deductible</i> has not been met.</p> <p>* For an <i>Out-of-Network Provider</i>, services may be covered if preauthorized. Please refer to <i>Copayments</i> in the Medical Benefit Summary Notes section for additional <i>benefit</i> information.</p> <p>Home health care services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	Not covered*
<ul style="list-style-type: none"> <li>• Medical supplies</li> </ul>	20%	Not covered

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Hospice Care Benefits</b>		
<p>The services and supplies are covered when provided by a <i>hospice</i> for the palliative treatment of pain and other symptoms associated with a terminal disease.</p> <p>*For an <i>Out-of-Network Provider</i>, services may be covered if preauthorized. Please refer to <i>Copayments</i> in the Medical Benefit Summary Notes section for additional <i>benefit</i> information.</p>	20%	Not covered*
<b>Hospital Benefits</b>		
<ul style="list-style-type: none"> <li>• Inpatient services – resulting from an <i>emergency</i></li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• Inpatient services and supplies, provided by a <i>hospital</i>, including services in <i>special care units</i>.</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, there is an additional <b>\$250 copayment</b> if prior authorization is not obtained.</p> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$480</b> per day. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p><i>Hospital</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	20%
<ul style="list-style-type: none"> <li>• Inpatient <i>physician</i> services</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• Outpatient surgery including freestanding facilities</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$280</b> per visit. Please refer to Medical Benefit Maximums in the Medical</p>	20%	20%



Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<p>Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p><i>Hospital</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>		
<ul style="list-style-type: none"> <li>• Outpatient <i>physician</i> services</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• Outpatient diagnostic services including freestanding facilities</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$280</b> per visit. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p><b>Note:</b> Professional (<i>physician</i>) reading charge may apply.</p> <p><i>Hospital</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	20%
<b>Infertility Benefits</b>		
<p>Diagnosis of cause of <i>infertility</i> provided you are under the direct care and treatment of a <i>physician</i>.</p>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Infusion / Injectable Therapy Benefits</b>		
<p>Services and supplies when provided by a <i>infusion therapy provider</i> in your home or in any other outpatient setting by a qualified health care provider</p> <p>* For an <i>Out-of-Network Provider</i>, services may be covered if preauthorized. Please refer to <i>Copayments</i> in the Medical Benefit Summary Notes section for additional <i>benefit</i> information.</p> <p>Infusion / Injection therapy services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	Not covered*
<b>Jaw Joint Disorder Benefits</b>		
<ul style="list-style-type: none"> <li>• Inpatient <i>hospital</i> services</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, there is an additional <b>\$250 copayment</b> if prior authorization is not obtained (waived for <i>emergency</i> admissions).</p> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$480</b> per day. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i></p> <p><i>Hospital</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<ul style="list-style-type: none"> <li>• Outpatient surgery facility services</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$280</b> per visit. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p><i>Hospital</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	20%
<ul style="list-style-type: none"> <li>• <i>Physician</i> services</li> </ul>	20%	20%
<b>Mental Health Conditions and Substance Abuse</b>		
<ul style="list-style-type: none"> <li>• Inpatient <i>hospital</i> services</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, there is an additional <b>\$250 copayment</b> if prior authorization is not obtained (waived for <i>emergency</i> admission).</p> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$480</b> per day. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p><i>Hospital</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	20%
<ul style="list-style-type: none"> <li>• Outpatient facility services</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$280</b> per visit. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<i>Hospital</i> services are subject to pre-service review to determine whether <i>medically necessary</i> . Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.		
<ul style="list-style-type: none"> <li>• <i>Physician</i> services including psychiatrists, psychologists, MFTs, MFCCs, etc.</li> </ul>	20%	20%
<b>Physical Therapy, Physical Medicine, Occupational and Speech Therapy Services, including Habilitation and Rehabilitation</b>		
<ul style="list-style-type: none"> <li>• <i>Physician</i> services – office location</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• Outpatient <i>hospital</i></li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$280</b> per visit. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p>	20%	20%
<b>Pregnancy and Maternity Care Benefits</b>		
<ul style="list-style-type: none"> <li>• Inpatient <i>hospital</i> services</li> </ul> <p>For the services of an <i>Out-of-Network Provider</i>, the <i>plan's</i> maximum payment is limited to <b>\$480</b> per day. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	20%
<ul style="list-style-type: none"> <li>• Prenatal and postnatal <i>physician</i> office visits</li> </ul>	20% (global pregnancy bill)	20% (global pregnancy bill)
<b>Prescription Drug Benefits</b>		
Your <i>benefits</i> for prescription drugs are administered by a different <i>plan administrator</i> . For further information, refer to <a href="http://www.optumrx.com">www.optumrx.com</a> .		

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<b>Preventive Care Benefits</b>		
<ul style="list-style-type: none"> <li>Preventive care services</li> </ul> <p>See page 48 under Medical Care That Is Covered section for details for information about your <i>preventive care services</i>.</p> <p>The <i>calendar year deductible</i> will not apply to services provided by <i>Anthem Prudent Buyer PPO Providers</i>.</p>	No charge	20%
<ul style="list-style-type: none"> <li>Travel Immunizations Benefits</li> </ul>		
ACA Travel Vaccinations	No charge	20%
Hepatitis A	No charge	20%
Hepatitis B	No charge	20%
Meningitis	No charge	20%
Polio	No charge	20%
<ul style="list-style-type: none"> <li>Other Travel Vaccinations</li> </ul>		
Japanese Encephalitis	20%	20%
Rabies	20%	20%
Typhoid	20%	20%
Yellow Fever	20%	20%
<b>Professional (Physician) Benefits</b>		
<ul style="list-style-type: none"> <li>Inpatient <i>physician</i> services</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>Outpatient <i>physician</i> services, other than an office setting</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li><i>Physician</i> home visits</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li><i>Physician</i> office visit</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>Online visits (LiveHealth Online)</li> </ul> <p>Your cost for a medical visit is <b>\$49</b> until the plan deductible is met, and then you pay 20% of <b>\$49</b>. Your cost for a mental health visit is <b>\$95</b> for a psychologist or <b>\$80</b> for a therapist until the plan deductible is met, and then you pay 20% of <b>\$95</b> for a psychologist or <b>\$80</b> for a therapist.</p> <p>LiveHealth Online provides access to U.S. board-certified doctors 24/7/365 via phone</p>	20%	Not covered

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
or online video consults for urgent, non- <i>emergency</i> medical assistance, mental health assistance, including the ability to write prescriptions, when you are unable to see your primary care <i>physician</i> . This service is available by registering and going to <a href="http://www.anthem.com/ca/uc">www.anthem.com/ca/uc</a>		
• Chemotherapy and radiation therapy services	20%	20%
• Hemodialysis services	20%	20%
• Office based injectable service	20%	20%
• Retail health clinic	20%	20%
• <i>Urgent care</i> services	20%	20%
<b>Prosthetic Devices Benefits</b>		
• <i>Physician</i> services	20%	20%
• Prosthetic Devices	20%	20%
<b>Skilled Nursing Facility Benefits</b>		
<p>• Inpatient <i>hospital</i> services</p> <p><i>Benefits</i> are provided for up to a maximum of 100 visits per <i>calendar year</i>. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>For the services of an <i>Out-of-Network Provider</i>, there is an additional <b>\$250 copayment</b> if prior authorization is not obtained (waived for <i>emergency</i> admission).</p> <p>If your <i>plan</i> has a <i>calendar year deductible</i>, the number of visits will start counting toward the maximum when Services are first provided even if the <i>calendar year deductible</i> has not been met.</p> <p><i>Skilled nursing facility</i> services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>	20%	20%

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<p><b>Transgender Benefits</b></p> <p>Transgender services are subject to prior authorization in order for coverage to be provided. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>		
<ul style="list-style-type: none"> <li>• <i>Hospital</i> inpatient services</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• <i>Hospital</i> outpatient surgery services</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• <i>Physician</i> services</li> </ul>	20%	20%
<ul style="list-style-type: none"> <li>• Covered Transgender Travel Expenses</li> </ul> <p>The <i>plan's</i> maximum payment will not exceed <b>\$10,000</b> per surgery or series of surgery. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>*No <i>copayment</i> will be required for transgender travel expenses authorized by the <i>claims administrator</i> once your <i>calendar year deductible</i> is met.</p>		
<p><b>Transplant Benefits</b></p> <p>Services and supplies provided in connection with a non-<i>investigative</i> organ or tissue transplant. These procedures are covered only when performed at a <i>CME</i> or <i>BDCSC</i>. See page 51 under Medical Care That Is Covered section for details.</p> <p>Transplant services are subject to pre-service review to determine whether <i>medically necessary</i>. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.</p>		
<ul style="list-style-type: none"> <li>• <i>Hospital</i> inpatient services</li> </ul>	20%	Not covered
<ul style="list-style-type: none"> <li>• <i>Hospital</i> outpatient surgery services</li> </ul>	20%	Not covered
<ul style="list-style-type: none"> <li>• <i>Physician</i> services</li> </ul>	20%	Not covered
<ul style="list-style-type: none"> <li>• Transplant Travel Expenses</li> </ul>	No charge*	Not covered

Benefit	Member Copayment/Coinsurance	
	Services by <i>In-Network Providers</i>	Services by <i>Out-of-Network Providers</i>
<p>The <i>plan's</i> maximum payment will not exceed <b>\$10,000</b> per surgery. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p> <p>*No <i>copayment</i> will be required for the transplant travel expenses authorized by the <i>claims administrator</i> once your <i>calendar year deductible</i> is met.</p>		
<ul style="list-style-type: none"> <li>• Unrelated Donor Search service</li> </ul> <p>The <i>plan's</i> maximum payment will not exceed <b>\$30,000</b> per transplant. Please refer to Medical Benefit Maximums in the Medical Benefit Summary Notes section for maximums that apply to your <i>plan</i>.</p>		



## Medical Benefit Summary Notes

### Member Deductible

The *calendar year deductible per individual* is shown on the SUMMARY OF BENEFITS. Each *year*, you will be responsible for satisfying the *member calendar year deductible* amount before the *plan* begins to pay *benefits*.

### Member Out-of-Pocket Maximum

1. The per *individual* and per family Out-of-Pocket Maximum responsibility each *calendar year* for *covered services* rendered by an *Anthem Prudent Buyer PPO Providers and Other Healthcare Providers* is shown on the SUMMARY OF BENEFITS.
2. The per *individual* and per family Out-of-Pocket Maximum responsibility each *calendar year* for *covered services* rendered by *Out-of-Network Providers* is shown on the SUMMARY OF BENEFITS.

After a *member* has made the total out-of-pocket payments for covered medical and prescription drug services and supplies during a *calendar year*, the *member* will no longer be required to pay a *copayment* for the remainder of that *year*, but will remain responsible for costs in excess of the *maximum allowed amount*.

**Note:** Expenses and *copayments* you make for non-covered services or supplies or which is in excess of the maximum allowable amount provided by an *Out-of-Network provider* will not be applied to your Out-of-Pocket Maximum.

### Copayments

The *member copayment* amounts for *covered services* are shown in the SUMMARY OF BENEFITS. The SUMMARY OF BENEFITS also contains information on *benefit* and *copayment* maximums and restrictions. In addition to your *copayment*, you will be required to pay any amount in excess of the *maximum allowed amount* for the services of *Other Health Care Provider* or *Out-of-Network Provider*.

- Your *copayment* for *Out-of-Network Providers* will be the same as for *Anthem Prudent Buyer PPO Providers* for the following services if services are authorized. You may be responsible for charges which exceed the *maximum allowed amount*. See UTILIZATION REVIEW PROGRAM.
  - a. Home health care
  - b. Infusion/Injection therapy
  - c. *Hospice*
- *Skilled nursing facility* day limit does not apply to *mental health conditions and substance abuse*.

**Medical Benefit Maximum.** The *plan* will pay for *covered services* and supplies, up to the maximum amounts, or for the maximum number of days or visits as shown on the SUMMARY OF BENEFITS. The *plan* will not make *benefit* payments for any *member* in excess of any of the Medical Benefit Maximums.

Complete *benefit* descriptions may be found in the Medical Care That Is Covered section. Plan exclusions and limitations may be found in the Medical Care That Is NOT Covered section.

## INTRODUCTION

Your *employer* has agreed to be subject to the terms and conditions of Anthem's provider agreements which may include pre-service review and utilization management requirements, coordination of benefits, timely filing limits, and other requirements to administer the *benefits* under this *plan*.

The *benefits* of this *plan* are provided only for those services that are considered to be *medically necessary*. The fact that a *physician* prescribes or orders a service does not, in itself, mean that the services is *medically necessary* or that the service is covered under this *plan*. Consult this *benefit booklet* or contact the Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) if you have any questions regarding whether services are covered.

**This *plan* contains many important terms (such as “*medically necessary*” and “*maximum allowed amount*”) that are defined in the DEFINITIONS section starting at page 91. When reading through this booklet, consult the DEFINITIONS section to be sure that you understand the meaning of these italicized words.**

This *plan* is designed to reduce the cost of health care to you, the *member*. In order to reduce your costs, much greater responsibility is placed on you.

If you have questions about your *benefits*, contact the *claims administrator* before *hospital* or medical services are received.

You should read your *benefit booklet* carefully. Your booklet tells you which services are covered by your health *plan* and which are excluded. It also lists your *copayment* and *deductible* responsibilities.

When you need health care, present your ID card to your *physician*, *hospital*, or other licensed healthcare provider. Your ID card has your *member* and group numbers on it. Be sure to include these numbers on all claims you submit to the *claims administrator*.

In order to receive the highest level of *benefits*, you should assure that your *provider* is an *In-Network Provider*.

You are responsible for following the provisions as described in the UTILIZATION REVIEW section of this booklet, including:

1. You or your *physician* must obtain the *claims administrator's* approval at least 5 working days before *hospital* or *skilled nursing facility* admissions for all non-emergency inpatient *hospital* or *skilled nursing facility* services.
2. You or your *physician* must notify the *claims administrator* within 24 hours or by the end of the first business day following *emergency* admissions, or as soon as it is reasonably possible to do so.
3. You or your *physician* must obtain prior authorization in order to determine if contemplated services are covered. See “Types of Reviews” in the UTILIZATION REVIEW section for a listing of services requiring prior authorization.

Failure to meet these responsibilities may result in your incurring a substantial financial liability. Some services may not be covered unless prior review and other requirements are met.

**Note:** The *claims administrator* will render a decision on all requests for prior authorization within 5 business days from receipt of the request. The treating *provider* will be notified of the decision within 24 hours followed by written notice to the *provider* and *member* within 2 business days of the decision. For urgent services in situations in which the routine decision making process might seriously jeopardize the life or health of a *member* or when the *member* is experiencing severe pain, the *claims administrator* will respond as soon as possible to accommodate the *member's* condition not to exceed 72 hours from receipt of the request.

**Mental Health Parity and Addiction Equity Act.** The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health

and substance abuse *benefits* with day or visit limits on medical and surgical *benefits*. In general, group health plans offering mental health and substance abuse *benefits* cannot set day/visit limits on mental health or substance abuse *benefits* that are lower than any such day or visit limits for medical and surgical *benefits*. A plan that does not impose day or visit limits on medical and surgical *benefits* may not impose such day or visit limits on mental health and substance abuse *benefits* offered under the plan.

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

Also, the *plan* may not impose deductibles, *copayments* and out of pocket expenses on mental health and substance abuse *benefits* that are more restrictive than deductibles, *copayments* 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.

**Second Opinions.** If you have a question about your condition or about a plan of treatment which your *physician* has recommended, you may receive a second medical opinion from another *physician*. This second opinion visit will be provided according to the *benefits*, limitations, and exclusions of this *plan*. If you wish to receive a second medical opinion, remember that greater *benefits* are provided when you choose an *Anthem Prudent Buyer PPO Provider*. You may also ask your *physician* to refer you to an *Anthem Prudent Buyer PPO Provider* to receive a second opinion.

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

**After Hours Care.** After hours care is provided by your *physician* who may have a variety of ways of addressing your needs. You should call your *physician* for instructions on how to receive medical care after their normal business hours, on weekends and holidays, or to receive non-*emergency* care and non-urgent care within the service area for a condition that is not life threatening but that requires prompt medical attention. If you have an *emergency*, call 911 or go to the nearest emergency room.

**All benefits are subject to coordination with benefits.**

The *benefits* of this *plan* are subject to the SUBROGATION AND REIMBURSEMENT section.

## TYPES OF PROVIDERS

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED. THE MEANINGS OF WORDS AND PHRASES IN ITALICS ARE DESCRIBED IN THE SECTION OF THIS BOOKLET ENTITLED DEFINITIONS.

### Introduction

Your *plan* is a PPO plan. The *plan* has two sets of *benefits*: In-Network and Out-of-Network. If you choose an *In-Network Provider* as described below, you will pay less in out-of-pocket costs, such as *copayments* and *deductibles*. If you use an *Out-of-Network Provider*, you will have to pay more out-of-pocket costs. Cost sharing for services with *copayments* is the lesser of the *copayment* amount or the *maximum allowed amount*.

**Anthem Prudent Buyer PPO Providers in California.** The *claims administrator* has made available to *members* a network of various types of *In-Network Providers*. *Anthem Prudent Buyer PPO Providers* are called 'participating' because they have agreed to participate in the *claims administrator's* preferred *provider* organization program (PPO), called the Prudent Buyer Plan. *Anthem Prudent Buyer PPO Providers* have agreed to a rate they will accept as reimbursement for *covered services*. The amount of *benefits* payable under this *plan* will be different for *Out-of-Network Providers* than for *Anthem Prudent Buyer PPO Providers*. See the definition of "*Anthem Prudent Buyer PPO Providers*" in the DEFINITIONS section starting at page 91, for a complete list of the types of *providers* which may be participating providers.

**A directory of Anthem Prudent Buyer PPO Providers is available upon request.** The directories list *In-Network Providers* in your area, including health care facilities such as *hospitals* and *skilled nursing facilities*, *physicians*, laboratories, and diagnostic x-ray and imaging providers. You may call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) and request for a directory to be sent to you. You may also search for an *Anthem Prudent Buyer PPO Providers* using the "Find a Doctor" function on the *claims administrator's* website at [www.anthem.com/ca/uc](http://www.anthem.com/ca/uc). The listings include the credentials of *Anthem Prudent Buyer PPO Providers* such as specialty designations and board certification.

If you need details about a *provider's* license or training, or help choosing a *physician* who is right for you, call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

### How to Access Primary and Specialty Care Services

Your health *plan* covers care provided by primary care *physicians* and specialty care providers. To see a primary care *physician*, simply visit any *Anthem Prudent Buyer PPO Provider physician* who is a general or family practitioner, internist or pediatrician. Your health *plan* also covers care provided by any *Anthem Prudent Buyer PPO Provider specialty care provider* you choose (certain providers' services are covered only upon referral of an M.D. (medical doctor) or D.O. (doctor of osteopathy) see "Physician," below). Referrals are never needed to visit any *Anthem Prudent Buyer PPO Provider specialty care provider* including a behavioral health care *provider*.

To make an appointment call your *physician's* office:

- Tell them you are a PPO Plan *member*.
- Have your Member ID card handy. They may ask you for your group number, Member ID number, or office visit *copayment*.
- Tell them the reason for your visit.

When you go for your appointment, bring your Member ID card.

After hours care is provided by your *physician* who may have a variety of ways of addressing your needs. Call your *physician* for instructions on how to receive medical care after their normal business hours, on weekends and holidays. This includes information about how to receive non-emergency care and non-

urgent care within the service area for a condition that is not life threatening, but that requires prompt medical attention. If you have an *emergency*, call 911 or go to the nearest emergency room.

### **In-Network Providers Outside of California**

The Blue Cross and Blue Shield Association, of which the *claims administrator* is a member, has a program (called the "BlueCard Program") which allows *our members* to have the reciprocal use of *In-Network Providers* contracted under other states' Blue Cross and/or Blue Shield Licensees (the Blue Cross and/or Blue Shield Plan).

**If you are outside of the California service areas, please call the toll free BlueCard Provider Access number on your ID card to find an *In-Network Provider* in the area you are in visit the website <http://provider.bcbs.com/>. A directory of PPO Providers for outside of California is available upon request.**

Certain categories of *providers* defined in this *benefit booklet* as *In-Network Providers* may not be available in the Blue Cross and/or Blue Shield Plan in the service area where you receive services. See Medical Benefit Summary Notes section and "Maximum Allowed Amount" in the YOUR MEDICAL BENEFITS section for additional information on how health care services you obtain from such *providers* are covered.

**Out-of-Network Providers.** *Out-of-network providers* are *providers* which have not agreed to participate in the Prudent Buyer Plan network or the Blue Cross and/or Blue Shield Plan. They have not agreed to the reimbursement rates and other provisions of a Prudent Buyer Plan contract nor the Blue Cross and/or Blue Shield Plan.

The *claims administrator* has processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. *Members* seeking services from *Out-of-Network Providers* could be *balance billed* by the *Out-of-Network Providers* 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.

**Physicians.** "*Physician*" means more than an M.D. Certain other practitioners are included in this term as it is used throughout the *plan*. This doesn't mean they can provide every service that a medical doctor could; it just means that the *plan* will cover expense you incur from them when they're practicing within their specialty the same as if the care were provided by a medical doctor. As with the other terms, be sure to read the definition of "*Physician*" to determine which providers' services will be covered. Only *providers* listed in the definition are covered as *physicians*. Please note also that certain *providers'* services are covered only upon referral of an M.D. (medical doctor) or D.O. (doctor of osteopathy). *Providers* for whom referral is required are indicated in the definition of "*physician*" by an asterisk (\*).

**Other Health Care Providers.** "Other Health Care Providers" are neither *physicians* nor *hospitals*. They are mostly free-standing facilities or service organizations, such as a certified registered nurse anesthetist or a blood bank. See the definition of "Other Health Care Providers" in the DEFINITIONS section starting at page 91, for a complete list of those providers. *Other Health Care Providers* are not part of the Prudent Buyer Plan *provider* network or the Blue Cross and/or Blue Shield Plan.

**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* 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 *physician* or clinic, or call Anthem Health Guide toll free at (844) 437-0486, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) to ensure that you can obtain the health care services that you need.

**Centers of Medical Excellence and Blue Distinction Centers.** The *claims administrator* is providing access to *Centers of Medical Excellence (CME)* networks and *Blue Distinction Centers for Specialty Care (BDCSC)*. The facilities included in each of these networks are selected to provide the following specified medical services:

- **Transplant Facilities.** Transplant facilities have been organized to provide services for the following specified transplants: heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous pancreas-kidney, or bone marrow/stem cell and similar procedures. Subject to any applicable *copayments* or deductibles, *CME* and *BDCSC* have agreed to a rate they will accept as payment in full for *covered services*. **These procedures are covered only when performed at a *CME* or *BDCSC*.**
- **Bariatric Facilities.** *Hospital* facilities have been organized to provide services for bariatric surgical procedures, such as gastric bypass and other surgical procedures for weight loss programs. **These procedures are covered only when performed at a *BDCSC*.**

An *Anthem Prudent Buyer PPO Provider* in the Prudent Buyer Plan or the Blue Cross and/or Blue Shield Plan network is not necessarily a *CME* or *BDCSC* facility. For additional information, please call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

## YOUR MEDICAL BENEFITS

### Maximum Allowed Amount

#### General

This section describes the term *maximum allowed amount* as used in this *benefit booklet*, and what the term means to you when obtaining *covered services* under this *plan*. The *maximum allowed amount* is the total reimbursement payable under your *plan* for *covered services* you receive from *Anthem Prudent Buyer PPO Providers* and *Out-of-Network Providers*. It is the *plan's* payment towards the services billed by your *provider* combined with any *deductible* or *copayment* owed by you. In some cases, you may be required to pay the entire *maximum allowed amount*. For instance, if you have not met your *calendar year deductible* under this *plan*, then you could be responsible for paying the entire *maximum allowed amount* for *covered services*. In addition, if these services are received from an *Out-of-Network Provider*, you may be billed by the *provider* for the difference between its charges and the *maximum allowed amount*. In many situations, this difference could be significant.

Below are two examples, which illustrate how the *maximum allowed amount* works. These examples are for illustration purposes only.

**Example:** The *plan* has a *member copayment* of 20% for *Anthem Prudent Buyer PPO Provider* services after the *calendar year deductible* has been met.

- The *member* receives services from a participating surgeon. The charge is \$2,000. The *maximum allowed amount* under the *plan* for the surgery is \$1,000. The *member's copayment* responsibility when a participating surgeon is used is 20% of \$1,000, or \$200. This is what the *member* pays. The *plan* pays 80% of \$1,000, or \$800. The participating surgeon accepts the total of \$1,000 as payment for the surgery regardless of the charges.

**Example:** The *plan* has a *member copayment* of 50% for *Out-of-Network Provider* services after the *calendar year deductible* has been met.

- The *member* receives services from an out-of-network surgeon. The charge is \$2,000. The *maximum allowed amount* under the *plan* for the surgery is \$1,000. The *member's copayment* responsibility when an out-of-network surgeon is used is 50% of \$1,000, or \$500. The *plan* pays the remaining 50% of \$1,000, or \$500. In addition, the out-of-network surgeon could bill the *member* the difference between \$2,000 and \$1,000. So the *member's* total out-of-pocket charge would be \$500 plus an additional \$1,000, for a total of \$1,500.

When you receive *covered services*, the *claims administrator* will, to the extent applicable, apply claim processing rules to the claim submitted. The *claims administrator* uses these rules to evaluate the claim information and determine the accuracy and appropriateness of the procedure and diagnosis codes included in the submitted claim. Applying these rules may affect the *maximum allowed amount* if the *claims administrator* determines that the procedure and/or diagnosis codes used were inconsistent with procedure coding rules and/or reimbursement policies. For example, if your *provider* submits a claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed, the *maximum allowed amount* will be based on the single procedure code.

#### Provider Network Status

The *maximum allowed amount* may vary depending upon whether the *provider* is an *Anthem Prudent Buyer PPO Provider*, an *Out-of-Network Provider* or *Other Health Care Provider*.

**Anthem Prudent Buyer PPO Providers.** For *covered services* performed by an *Anthem Prudent Buyer PPO Provider*, the *maximum allowed amount* for this *plan* will be the rate the *Anthem Prudent Buyer PPO Provider* has agreed with the *claims administrator* to accept as reimbursement for the *covered services*. Because *Anthem Prudent Buyer PPO Providers* have agreed to accept the *maximum allowed amount* as payment in full for those *covered services*, they should not send you a bill or collect for amounts above the *maximum allowed amount*. However, you may receive a bill or be asked to pay all or a portion of the *maximum allowed amount* to the extent you have not met your *calendar year deductible* or have a

copayment. Please call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) for help in finding an *Anthem Prudent Buyer PPO Provider* or visit [www.anthem.com/ca/uc](http://www.anthem.com/ca/uc).

If you go to a *hospital* which is an *Anthem Prudent Buyer PPO Provider*, you should not assume all *providers* in that *hospital* are also *Anthem Prudent Buyer PPO Providers*. To receive the greater *benefits* afforded when *covered services* are provided by an *Anthem Prudent Buyer PPO Provider*, you should request that all your *provider services* (such as services by an anesthesiologist) be performed by *Anthem Prudent Buyer PPO Providers* whenever you enter a *hospital*.

If you are planning to have outpatient surgery, you should first find out if the facility where the surgery is to be performed is an *ambulatory surgical center*. An *ambulatory surgical center* is licensed as a separate facility even though it may be located on the same grounds as a *hospital* (although this is not always the case). If the center is licensed separately, you should find out if the facility is an *Anthem Prudent Buyer PPO Provider* before undergoing the surgery.

**Note:** If an *Other Health Care Provider* is participating in a Blue Cross and/or Blue Shield Plan at the time you receive services, such *provider* will be considered an *Anthem Prudent Buyer PPO Provider* for the purposes of determining the *maximum allowed amount*.

If a *provider* defined in this *benefit booklet* as an *Anthem Prudent Buyer PPO Provider* is of a type not represented in the local Blue Cross and/or Blue Shield Plan at the time you receive services, such *provider* will be considered an *Out-of-Network Provider* for the purposes of determining the *maximum allowed amount*.

#### **Out-of-Network Providers and Other Health Care Providers.\***

*Providers* who are not in the Prudent Buyer network are *Out-of-Network Providers* or *Other Health Care Providers*, subject to Blue Cross Blue Shield Association rules governing claims filed by certain ancillary providers. For *covered services* you receive from an *Out-of-Network Provider* or *Other Health Care Provider* the *maximum allowed amount* will be based on the applicable *Out-of-Network Provider* rate or fee schedule for this *plan*, an amount negotiated by the *claims administrator* or a third party vendor which has been agreed to by the *Out-of-Network Provider*, an amount derived from the total charges billed by the *Out-of-Network Provider*, or an amount based on information provided by a third party vendor, or an amount based on reimbursement or cost information from the Centers for Medicare and Medicaid Services ("CMS"). When basing the *maximum allowed amount* upon the level or method of reimbursement used by CMS, the *claims administrator* will update such information, which is unadjusted for geographic locality, no less than annually.

*Providers* who are not contracted for this product, but are contracted for other products, are also considered *Out-of-Network Providers*. For this *plan*, the *maximum allowed amount* for services from these *providers* will be one of the methods shown above unless the provider's contract specifies a different amount.

For *covered services* rendered outside the Anthem Blue Cross service area by *Out-of-Network Providers*, claims may be priced using the local Blue Cross Blue Shield plan's *Out-of-Network Provider* fee schedule / rate or the pricing arrangements required by applicable state or federal law. In certain situations, the *maximum allowed amount* for out of area claims may be based on billed charges, the pricing we would use if the healthcare services had been obtained within the Anthem Blue Cross service area, or a special negotiated price.

Unlike an *Anthem Prudent Buyer PPO Provider*, *Out-of-Network Providers* and *Other Health Care Providers* may send you a bill and collect for the amount of the *Out-of-Network Provider's* or *Other Health Care Provider's* charge that exceeds the *maximum allowed amount* under this *plan*. You may be responsible for paying the difference between the *maximum allowed amount* and the amount the *Out-of-Network Provider* or *Other Health Care Provider* charges. This amount can be significant. Choosing an *Anthem Prudent Buyer PPO Provider* will likely result in lower out of pocket costs to you. Please call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) for help in finding an *Anthem Prudent Buyer PPO Provider* or visit the website [www.anthem.com/ca/uc](http://www.anthem.com/ca/uc). Member Services is also available to assist you in determining this *plan's maximum allowed amount* for a particular *covered service* from an *Out-of-Network Provider* or *Other Health Care Provider*.



Please see the “Inter-Plan Arrangements” provision in the section entitled GENERAL PROVISIONS for additional information.

**\*Exceptions:**

- **Clinical Trials of Cancer and Other Life Threatening Conditions Benefits.** The *maximum allowed amount* for services and supplies provided in connection with clinical trials will be the lesser of the billed charge or the amount that ordinarily applies when services are provided by an *Anthem Prudent Buyer PPO Provider*.
- **If Medicare is the primary payor, the *maximum allowed amount* does not include any charge:**
  1. By a *hospital*, in excess of the approved amount as determined by Medicare; or
  2. By a *physician* who is an *Anthem Prudent Buyer PPO Provider* who accepts Medicare assignment, in excess of the approved amount as determined by Medicare; or
  3. By a *physician* who is an *Out-of-Network Provider* or *Other Health Care Provider* who accepts Medicare assignment, in excess of the lesser of *maximum allowed amount* stated above, or the approved amount as determined by Medicare; or
  4. By a *physician* or *Other Health Care Provider* who does not accept Medicare assignment, in excess of the lesser of the *maximum allowed amount* stated above, or the limiting charge as determined by Medicare.

**You will always be responsible for expense *incurred* which is not covered under this *plan*.**

### **Member Cost Share**

For certain *covered services*, and depending on your plan design, you may be required to pay all or a part of the *maximum allowed amount* as your cost share amount (*deductibles* or *copayments*). Your cost share amount and the Out-Of-Pocket Amounts may be different depending on whether you received *covered services* from an *Anthem Prudent Buyer PPO Provider* or *Out-of-Network Provider*. Specifically, you may be required to pay higher cost-sharing amounts or may have limits on your *benefits* when using *Out-of-Network Providers*. Please see the SUMMARY OF BENEFITS section for your cost share responsibilities and limitations, or call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) to learn how this *plan's benefits* or cost share amount may vary by the type of *provider* you use.

The *claims administrator* will not provide any reimbursement for non-*covered services*. You may be responsible for the total amount billed by your *provider* for non-*covered services*, regardless of whether such services are performed by an *Anthem Prudent Buyer PPO Provider* or *Out-of-Network Provider*. Non-*covered services* include services specifically excluded from coverage by the terms of your *plan* and services received after *benefits* have been exhausted. *Benefits* may be exhausted by exceeding, for example, Medical Benefit Maximums or day/visit limits.

In some instances you may only be asked to pay the lower *Anthem Prudent Buyer PPO Provider* cost share percentage when you use an *Out-of-Network Provider*. For example, if you go to an in-network *hospital* or facility and receive *covered services* from an *Out-of-Network Provider* such as a radiologist, anesthesiologist or pathologist providing services at the *hospital* or facility, you will pay the *Anthem Prudent Buyer PPO Provider* cost share percentage of the *maximum allowed amount* for those *covered services*. However, you also may be liable for the difference between the *maximum allowed amount* and the *Out-of-Network Provider's* charge.

## Authorized Referrals

In some circumstances the *claims administrator* may authorize *Anthem Prudent Buyer PPO Provider* cost share amounts (*deductibles* or *copayments*) to apply to a claim for a *covered service* you receive from an *Out-of-Network Provider*. In such circumstance, you or your *physician* must contact the *claims administrator* in advance of obtaining the *covered service*. It is your responsibility to ensure that the *claims administrator* has been contacted. If the *claims administrator* authorizes an *Anthem Prudent Buyer PPO Provider* cost share amount to apply to a *covered service* received from an *Out-of-Network Provider*, you also may still be liable for the difference between the *maximum allowed amount* and the *Out-of-Network Provider's* charge. If you receive prior authorization for an *Out-of-Network Provider* due to network adequacy issues, **you** will not be responsible for the difference between the *Out-of-Network Provider's* charge and the *maximum allowed amount*. Please call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) for *authorized referral* information or to request authorization.

## Deductibles, Copayments, Out-of-Pocket Amounts and Medical Benefit Maximums

After any applicable *deductible* and your *copayment* are subtracted, the *plan* will pay *benefits* up to the *maximum allowed amount*, not to exceed any applicable Medical Benefit Maximum. The *deductible* amounts, *copayments*, Out-Of-Pocket Amounts and Medical Benefit Maximums are set forth in the SUMMARY OF BENEFITS.

### Deductibles

Each *deductible* under this *plan* is separate and distinct from the other. Only the covered charges that make up the *maximum allowed amount* will apply toward the satisfaction of any *deductible* except as specifically indicated in this booklet.

**Calendar Year Deductible.** Each *year*, you will be responsible for satisfying the *member's calendar year deductible* before *benefits* are paid.

**Prior Plan Calendar Year Deductibles.** If you were covered under the *prior plan* any amount paid during the same *calendar year* toward your *calendar year deductible* under the *prior plan*, will be applied toward your *calendar year deductible* under this *plan*; provided that, such payments were for charges that would be covered under this *plan*.

### Copayments

After you have satisfied any applicable *deductible*, your *copayment* will be subtracted from the remaining *maximum allowed amount*.

Depending on the type of service rendered, your *copayment* will either be a percentage or a set-dollar *copayment*. If your *copayment* is a percentage, the *plan* will apply the applicable percentage to the *maximum allowed amount* remaining after any *deductible* has been met. If your *copayment* is a set-dollar *copayment*, the *plan* will apply the applicable set-dollar *copayment*, such as an office visit or emergency room visit.

### Anthem Prudent Buyer PPO Provider and Out-of-Network Provider Out-of-Pocket-Amounts

**Satisfaction of the Anthem Prudent Buyer PPO Provider Out-Of-Pocket Amount.** If, after you have met your *calendar year deductibles* and you pay *copayments* equal to your Out-of-Pocket Amount per *member* during a *calendar year*, you will no longer be required to make *copayments* for any additional *covered services* or supplies during the remainder of that *year*, except as specifically stated below under Charges Which Do Not Apply Toward the Out-of-Pocket Amount.

If enrolled *members* of a family pay *copayments* in a *year* equal to the Out-of-Pocket Amount per family, the Out-of-Pocket Amount for all *family members* will be considered to have been met. Once the family Out-of-Pocket Amount is satisfied, no *family member* will be required to make *copayments* for any additional *covered services* or supplies during the remainder of that *year*, except as specifically stated under Charges Which Do Not Apply Toward the Out-of-Pocket Amount below. However, any expense previously applied to the Out-of-Pocket Amount per *member* in the same *year* will not be credited for any other *family member*.

**Note:** Any covered expense applied to any *copayments* for prescription drugs will apply towards your Out-of-Pocket Amount (for additional information contact **Optum** at 885-489-0651 or [www.optumrx.com](http://www.optumrx.com)).

**Charges Which Do Not Apply Toward the Out-Of-Pocket Amount.** The following charges will not be applied toward satisfaction of an Out-Of-Pocket Amount:

- Charges for services or supplies not covered under this *plan*.
- Charges which exceed the *maximum allowed amount*.
- Charges which exceed the *prescription drug maximum allowed amount*.

### Medical Benefit Maximums

The *plan* does not make *benefit* payments for any *member* in excess of any of the Medical Benefit Maximums.

**Prior Plan Maximum Benefits.** If you were covered under the *prior plan*, any *benefits* paid to you under the *prior plan* will reduce any maximum amounts you are eligible for under this *plan* which apply to the same benefit.

### **Crediting Prior Plan Coverage**

If you were covered by the *plan administrator's prior plan* immediately before the *plan administrator* signs up with the *claims administrator*, with no lapse in coverage, then you will get credit for any accrued *calendar year deductible* and, if applicable and approved by the *claims administrator*, out-of-pocket amounts under the *prior plan*. This does not apply to *individuals* who were not covered by the *prior plan* on the day before the *plan administrator's* coverage with the *claims administrator* began, or who join the *plan administrator* later.

If the *plan administrator* moves from one of the *claims administrator's* plans to another, (for example, changes its coverage from HMO to PPO), and you were covered by the other product immediately before enrolling in this product with no break in coverage, then you may get credit for any accrued *calendar year deductible* and out-of-pocket amounts, if applicable and approved by the *claims administrator*. Any maximums, when applicable, will be carried over and charged against the Medical Benefit Maximums under this *plan*.

If the *plan administrator* offers more than one of the *claims administrator's* products, and you change from one product to another with no break in coverage, you will get credit for any accrued *calendar year deductible* and, if applicable, out-of-pocket amounts and any maximums will be carried over and charged against Medical Benefit Maximums under this *plan*.

If the *plan administrator* offers coverage through other products or carriers in addition to the *claims administrator's*, and you change products or carriers to enroll in this product with no break in coverage, you will get credit for any accrued *calendar year deductible*, out-of-pocket amount, and any Medical Benefit Maximums under this *plan*.

#### **This Section Does Not Apply To You If:**

- The *plan administrator* moves to this *plan* at the beginning of a *calendar year*;
- You change from one of the *claims administrator's* individual policies to the *plan administrator's* plan;
- You change *employers*; or
- You are a new *member* of the *plan administrator* who joins after the *plan administrator's* initial enrollment with the *claims administrator*.

### **Conditions of Coverage**

The following conditions of coverage must be met for expense *incurred* for services or supplies to be covered under this *plan*.

1. You must incur this expense while you are covered under this *plan*. Expense is *incurred* on the date you receive the service or supply for which the charge is made.
2. The expense must be for a medical service or supply furnished to you as a result of illness or injury or pregnancy, unless a specific exception is made.
3. The expense must be for a medical service or supply included in Medical Care That Is Covered. Additional limits on covered charges are included under specific *benefits* and in the SUMMARY OF BENEFITS.
4. The expense must not be for a medical service or supply listed in Medical Care That Is NOT Covered. If the service or supply is partially excluded, then only that portion which is not excluded will be covered under this *plan*.

5. The expense must not exceed any of the maximum *benefits* or limitations of this *plan*.
6. Any services received must be those which are regularly provided and billed by the provider. In addition, those services must be consistent with the illness, injury, degree of disability and your medical needs. *Benefits* are provided only for the number of days required to treat your illness or injury.
7. All services and supplies must be ordered by a *physician*.

## Medical Care That Is Covered

Subject to the Medical Benefit Maximums in the SUMMARY OF BENEFITS, the requirements set forth under Conditions of Coverage and the exclusions or limitations listed under Medical Care That Is NOT Covered, the *plan* will provide *benefits* for the following services and supplies:

**Acupuncture Benefits.** The services of a *physician* for acupuncture treatment to treat a disease, illness or injury, including a patient history visit, physical examination, treatment planning and treatment evaluation, electroacupuncture, cupping and moxibustion. The *plan* will pay for up to 24 visits (combined with “Chiropractic Benefits”) during a *calendar year*.

If your *plan* has a *calendar year deductible*, the number of visits will start counting toward the maximum when services are first provided even if the *calendar year deductible* has not been met.

**Advanced Imaging Procedure Benefits.** Imaging procedures, including, but not limited to, Magnetic Resonance Imaging (MRI), Computerized Tomography (CT scans), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan), Echocardiography and nuclear cardiac imaging are subject to pre-service review to determine whether *medically necessary*. You may call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) to find out if an imaging procedure requires pre-service review. See UTILIZATION REVIEW PROGRAM for details.

Advanced imaging procedures, when performed by an *Out-of-Network Provider*, will have a maximum payment of **\$280** per visit.

**Allergy Testing and Treatment Benefits.** Allergy testing and treatment, including serum and serum injections.

**Ambulance Benefits.** 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 the *claims administrator* 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 the *claims administrator* to one that does, or
  - Between a *hospital* and another approved facility.

All non-*emergency* ambulance services (ground, air or water) are subject to medical necessity reviews. Emergency ground ambulance services do not require pre-service review. Pre-service review is required for air ambulance in a non-medical *emergency*. When using an air ambulance in a non-*emergency* situation, the *claims administrator* reserves the right to select the air ambulance provider. If you do not use the air ambulance the *claims administrator* selects in a non-*emergency* situation, no coverage will be provided by the *plan* and *members* will be responsible for the entire cost of transport.

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 *physician* are not a *covered service*.

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

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

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

**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 if you are taken to a *physician'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 *physician* prefers a specific *hospital* or *physician*.

\* If you have an *emergency* medical condition that requires an *emergency* response, please call the "911" emergency response system if you are in an area where the system is established and operating.

**Ambulatory Surgery Center Benefits.** Services and supplies provided by an *ambulatory surgical center* in connection with outpatient surgery.

For the services of an *Out-of-Network Provider* facility only, the *plan's* maximum payment is limited to **\$280** per visit each time you have outpatient surgery at an *ambulatory surgical center*.

*Ambulatory surgical center* services are subject to pre-service review to determine whether *medically necessary*. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

**Bariatric Surgery Benefits.** Services and supplies in connection with *medically necessary* surgery for weight loss, only for morbid obesity and only when performed at a designated *BDCSC* facility. See UTILIZATION REVIEW PROGRAM for details.

You must obtain pre-service review for all bariatric surgical procedures. **Charges for services provided for or in connection with a bariatric surgical procedure performed at a facility other than a *BDCSC* will not be covered.**

**Bariatric Travel Expense Benefits.** Certain travel expenses *incurred* in connection with an approved, specified bariatric surgery, performed at a designated *BDCSC* that is fifty (50) miles or more from the *member's* place of residence, are covered, provided the expenses are authorized by the *claims administrator* in advance. The fifty (50) mile radius around the *BDCSC* will be determined by the *bariatric BDCSC coverage area* (See DEFINITIONS). The *plan's* maximum payment will not exceed **\$5,000** per surgery for the following travel expenses *incurred* by the *member* and/or one companion:

- Transportation for the *member* and/or one companion to and from the *BDCSC*.
- Lodging, limited to one room, double occupancy.
- Other reasonable expenses. Tobacco, alcohol, drug expenses, and meals are excluded from coverage.

Member Services will confirm if the “Bariatric Travel Expense Benefit” is available in connection with access to the selected bariatric *BDCSC*. Details regarding reimbursement can be obtained by calling Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific). A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

**Blood Benefits.** Blood transfusions, including blood processing and the cost of unreplaced blood and blood products. Charges for the collection, processing and storage of self-donated blood are covered, but only when specifically collected for a planned and covered surgical procedure.

**Breast Cancer Benefits.** Services and supplies provided in connection with the screening for, diagnosis of, and treatment for breast cancer whether due to illness or injury, including:

1. Diagnostic mammogram examinations in connection with the treatment of a diagnosed illness or injury. Routine mammograms will be covered initially under the “Preventive Care Benefits”.
2. Breast cancer (BRCA) testing, if appropriate, in conjunction with genetic counseling and evaluation. When done as a *preventive care service*, BRCA testing will be covered under the “Preventive Care Benefits”.
3. Mastectomy and lymph node dissection; complications from a mastectomy including lymphedema.
4. Reconstructive surgery of both breasts performed to restore and achieve symmetry following a *medically necessary* mastectomy.
5. Breast prostheses following a mastectomy (see “Prosthetic Devices Benefits”).

This coverage is provided according to the terms and conditions of this *plan* that apply to all other medical conditions.

**Chemotherapy Benefits.** This includes the treatment of disease using chemical or antineoplastic agents and the cost of such agents in a professional or facility setting.

**Chiropractic Benefits.** *Chiropractic services* for manual manipulation of the spine to correct subluxation demonstrated by *physician-read x-ray*. The *plan* will pay for up to 24 visits (combined with “Acupuncture Benefits”) during a *calendar year*.

If your *plan* has a *calendar year deductible*, the number of visits will start counting toward the maximum when services are first provided even if the *calendar year deductible* has not been met.

**Clinical Trial of Cancer and Other Life Threatening Conditions Benefits.** Coverage is provided for routine patient costs you receive as a participant in an approved clinical trial. The services must be those that are listed as covered by this *plan* for *members* who are not enrolled in a clinical trial.

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

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

1. Federally funded trials approved or funded by one or more of the following:
  - a. The National Institutes of Health,
  - b. The Centers for Disease Control and Prevention,
  - c. The Agency for Health Care Research and Quality,
  - d. The Centers for Medicare and Medicaid Services,
  - e. A cooperative group or center of any of the four entities listed above or the Department of Defense or the Department of Veterans Affairs,



- f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants, or
  - g. 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:
    - i. The Department of Veterans Affairs,
    - ii. The Department of Defense, or
    - iii. The Department of Energy.
2. Studies or investigations done as part of an investigational new drug application reviewed by the Food and Drug Administration.
  3. 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 *physician* after determining participation has a meaningful potential to benefit you. All requests for clinical trials services, including requests that are not part of approved clinical trials, will be reviewed according to the *plan's* Clinical Coverage Guidelines, related policies and procedures.

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

1. The investigational item, device, or service.
2. 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.
3. Any service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
4. 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 be financially responsible for the costs associated with non-covered services.

### Dental Care Benefits

1. **Admissions for Dental Care.** Listed inpatient *hospital* services for up to three days during a *hospital stay*, when such *stay* is required for dental treatment and has been ordered by a *physician* (M.D.) and a dentist (D.D.S. or D.M.D.). The *claims administrator* will make the final determination as to whether the dental treatment could have been safely rendered in another setting due to the nature of the procedure or your medical condition. *Hospital stays* for the purpose of administering general anesthesia are not considered necessary and are not covered except as specified in #2, below.
2. **General Anesthesia.** General anesthesia and associated facility charges when your clinical status or underlying medical condition requires that dental procedures be rendered in a *hospital* or *ambulatory surgical center*. This applies only if (a) the *member* is less than seven years old, (b) the *member* is developmentally disabled, or (c) the *member's* health is compromised and general anesthesia is *medically necessary*. Charges for the dental procedure itself, including professional fees of a dentist, may not be covered.
3. **Dental Injury.** Services of a *physician* (M.D.) or dentist (D.D.S. or D.M.D.) solely to treat an *accidental injury* to natural teeth. Coverage shall be limited to only such services that are *medically necessary* to repair the damage done by *accidental injury* and/or restore function lost as a direct result of the *accidental injury*. Damage to natural teeth due to chewing or biting is not *accidental injury* unless the chewing or biting results from a medical or mental condition.

4. **Cleft Palate.** *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.
5. **Orthognathic Surgery.** 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.

**Important:** If you decide to receive dental services that are not covered under this *plan*, an *Anthem Prudent Buyer PPO Provider* who is a dentist 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 Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific). To fully understand your coverage under this *plan*, please carefully review this *benefit booklet* document.

**Diabetes Care Benefits.** Services and supplies provided for the treatment of diabetes, including:

1. The following equipment and supplies:
  - a. Blood glucose monitors, including monitors designed to assist the visually impaired, and blood glucose testing strips.
  - b. Insulin pumps.
  - c. Pen delivery systems for insulin administration (non-disposable).
  - d. Visual aids (but not eyeglasses) to help the visually impaired to properly dose insulin.
  - e. Podiatric devices, such as therapeutic shoes and shoe inserts, to treat diabetes-related complications.

Items a. through d. above are covered under your *plan's benefits* for durable medical equipment (see "Durable Medical Equipment Benefits"). Item e. above is covered under your *plan's benefits* for *prosthetic devices* (see "Prosthetic Devices Benefit").

2. Diabetes education program which:
  - a. Is designed to teach a *member* who is a patient and covered *members* of the patient's family about the disease process and the daily management of diabetic therapy;
  - b. Includes self-management training, education, and medical nutrition therapy to enable the *member* to properly use the equipment, supplies, and medications necessary to manage the disease; and
  - c. Is supervised by a *physician*.

Diabetes education services are covered under *plan benefits* for office visits to *physicians*.

3. The following items are covered as medical supplies:
  - a. Insulin syringes, disposable pen delivery systems for insulin administration. Charges for insulin and other prescriptive medications are not covered.
  - b. Testing strips, lancets, and alcohol swabs.
4. Screenings for gestational diabetes are covered under your "Preventive Care Benefits". Please see that provision for further details.

**Diagnostic Services.** Outpatient diagnostic imaging and laboratory services. This does not include services covered under the "Advanced Imaging Procedure Benefits" provision of this section.

**Durable Medical Equipment Benefits.** Rental or purchase of dialysis equipment; dialysis supplies. Rental or purchase of other medical equipment and supplies which are:

1. Of no further use when medical needs end;

2. For the exclusive use of the patient;
3. Not primarily for comfort or hygiene;
4. Not for environmental control or for exercise; and
5. Manufactured specifically for medical use.

Specific durable medical equipment is subject to pre-service review to determine whether *medically necessary*. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

**Emergency Room.** *Benefits* are provided for *medically necessary* services provided in the emergency room of a *hospital*.

**Family Planning Benefits.** Family planning services, counseling and planning for problems of fertility and *infertility*, as *medically necessary*. Artificial insemination, in vitro fertilization, and any related laboratory procedures are not covered.

**Hemodialysis Treatment Benefits.** This includes services related to renal failure and chronic (end-stage) renal disease, including hemodialysis, home intermittent peritoneal dialysis home continuous cycling peritoneal dialysis and home continuous ambulatory peritoneal dialysis.

The following renal dialysis services are covered:

- Outpatient maintenance dialysis treatments in an outpatient dialysis facility;
- Home dialysis; and
- Training for self-dialysis at home including the instructions for a person who will assist with self-dialysis done at a home setting.

Treatment provided by a freestanding outpatient hemodialysis center which is a *non-participating provider* is limited to **\$240** per day.

**Home Health Care Benefits.** The following services provided by a *home health agency*:

1. Services of a registered nurse or licensed vocational nurse under the supervision of a registered nurse or a *physician*.
2. Services of a licensed therapist for physical therapy, occupational therapy, speech therapy, or respiratory therapy.
3. Services of a medical social service worker.
4. Services of a health aide who is employed by (or who contracts with) a *home health agency*. Services must be ordered and supervised by a registered nurse employed by the *home health agency* as professional coordinator. These services are covered only if you are also receiving the services listed in 1 or 2 above.
5. *Medically necessary* supplies provided by the *home health agency*.

*Benefits* are also available for *intensive in-home behavioral health services*. These do not require confinement to the home. Please see the "Mental Health Conditions and Substance Abuse" for a description of this coverage.

In no event will *benefits* exceed 100 visits during a *calendar year*. A visit of four hours or less by a home health aide shall be considered as one home health visit.

If your *plan* has a *calendar year deductible*, the number of visits will start counting toward the maximum when services are first provided even if the *calendar year deductible* has not been met.

Home health care services are subject to pre-service review to determine whether *medically necessary*. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

Home health care services are not covered if received while you are receiving *benefits* under the "Hospice Care Benefits" provision of this section.

**Hospice Care Benefits.** The services and supplies listed below are covered when provided by a *hospice* for the palliative treatment of pain and other symptoms associated with a terminal disease. Palliative care is care that controls pain and relieves symptoms but is not intended to cure the illness. You must be suffering from a terminal illness for which the prognosis of life expectancy is one *year* or less, as certified by your *physician* and submitted to the *claims administrator*. *Covered services* are available on a 24-hour basis for the management of your condition.

1. Interdisciplinary team care with the development and maintenance of an appropriate plan of care.
2. Short-term inpatient *hospital* care when required in periods of crisis or as respite care. Coverage of inpatient respite care is provided on an occasional basis and is limited to a maximum of five consecutive days per admission.
3. Skilled nursing services provided by or under the supervision of a registered nurse. Certified home health aide services and homemaker services provided under the supervision of a registered nurse.
4. Social services and counseling services provided by a qualified social worker.
5. Dietary and nutritional guidance. Nutritional support such as intravenous feeding or hyperalimentation.
6. Physical therapy, occupational therapy, speech therapy, and respiratory therapy provided by a licensed therapist.
7. Volunteer services provided by trained *hospice* volunteers under the direction of a *hospice* staff member.
8. Pharmaceuticals, medical equipment, and supplies necessary for the management of your condition. Oxygen and related respiratory therapy supplies.
9. Bereavement services, including assessment of the needs of the bereaved family and development of a care plan to meet those needs, both prior to and following the *member's* or the *dependent's* death. Bereavement services are available to surviving *members* of the immediate family for a period of one *year* after the death. Your immediate family means your *spouse*, children, step-children, parents, and siblings.
10. Palliative care (care which controls pain and relieves symptoms, but does not cure) which is appropriate for the illness.

Your *physician* 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 the *claims administrator* every 30 days.

### **Hospital Benefits**

1. Inpatient services and supplies, provided by a *hospital*. The *maximum allowed amount* will not include charges in excess of the *hospital's* prevailing two-bed room rate unless there is a negotiated per diem rate between the *claims administrator* and the *hospital*, or unless your *physician* orders, and the *claims administrator* authorizes, a private room as *medically necessary*. For inpatient services and supplies provided by an *Out-of-Network Provider* facility, the *plan's* maximum payment is limited to **\$480\*** per day.
2. Services in *special care units*.
3. Outpatient services and supplies provided by a *hospital*, including outpatient surgery. For outpatient services and supplies provided by an *Out-of-Network Provider*, the *plan's* maximum payment is limited to **\$280\*** per day.

\*The *Out-of-Network Provider* facility maximums do not apply to *emergency services*.

*Hospital* services are subject to pre-service review to determine whether *medically necessary*. Please refer to the section UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

**Infertility Treatment Benefits.** Diagnosis of cause of *infertility*, provided you are under the direct care and treatment of a *physician*.

**Infusion / Injectable Therapy Benefits.** The following services and supplies, when provided in your home by a *infusion / injectable therapy provider* or in any other outpatient setting by a qualified health care provider, for the intravenous administration of your total daily nutritional intake or fluid requirements, including but not limited to Parenteral Therapy and Total Parenteral Nutrition (TPN), medication related to illness or injury, chemotherapy, antibiotic therapy, aerosol therapy, tocolytic therapy, special therapy, intravenous hydration, or pain management:

1. Medication, ancillary medical supplies and supply delivery, (not to exceed a 14-day supply); however, medication which is delivered but not administered is not covered;
2. Pharmacy compounding and dispensing services (including pharmacy support) for intravenous solutions and medications;
3. *Hospital* and home clinical visits related to the administration of infusion therapy, including skilled nursing services including those provided for: (a) patient or alternative caregiver training; and (b) visits to monitor the therapy;
4. Rental and purchase charges for durable medical equipment; maintenance and repair charges for such equipment;
5. Laboratory services to monitor the patient's response to therapy regimen.
6. Total Parenteral Nutrition (TPN), Enteral Nutrition Therapy, antibiotic therapy, pain management, chemotherapy, and may also include injections (intra-muscular, subcutaneous, or continuous subcutaneous).

**Please note:** Only specified *In-Network Providers* have been approved by the *claims administrator* to provide medications to treat hemophilia. To find an approved *In-Network Provider* who can provide medications to treat hemophilia, please call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) if you have any questions about making this determination. Drugs to treat hemophilia that you receive from a *provider* other than an *In-Network Provider* approved by the *claims administrator* will be considered *Out-of-Network Provider* charges subject to the cost shares and any limitations associated with those services.

Infusion / injectable therapy services are subject to pre-service review to determine whether *medically necessary*. (See UTILIZATION REVIEW PROGRAM.)

**Jaw Joint Disorder Benefits.** The *plan* will pay for splint therapy or surgical treatment for disorders or conditions directly affecting the upper or lower jawbone or the joints linking the jawbones and the skull (the temporomandibular joints), including the complex of muscles, nerves and other tissues related to those joints.

**Mental Health Conditions and Substance Abuse Benefits.** This *plan* provides coverage for the *medically necessary* treatment of *mental health conditions* and substance abuse. This coverage is provided according to the terms and conditions of this *plan* that apply to all other medical conditions, except as specifically stated in this section.

Services for the treatment of *mental health conditions* and substance abuse covered under this *plan* are subject to the same deductibles and *copayments* that apply to services provided for other covered medical conditions and prescription drugs

*Covered services* shown below for the *medically necessary* treatment of *mental health conditions* and substance abuse, or to prevent the deterioration of chronic conditions.

1. Inpatient *hospital* services and services from a *residential treatment center* (including crisis residential treatment) as stated in the "Hospital Benefits" provision of this section, for inpatient services and supplies, and *physician* visits during a covered inpatient *stay*.
2. Outpatient Office Visits 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 delivered in an office setting.
- Other Outpatient Items and Services:
    - Partial hospitalization, including *intensive outpatient programs* and visits to a *day treatment center*. Partial hospitalization is covered as stated in the “Hospital Benefits” provision of this section, for outpatient services and supplies.
    - Psychological testing,
    - Multidisciplinary treatment in an intensive outpatient psychiatric treatment program,
    - Behavioral health treatment for Pervasive Developmental Disorder or autism delivered at home.
3. Behavioral health treatment for pervasive developmental disorder or autism. Inpatient services, office visits, and other outpatient items and services are covered under this section. See the section BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM for a description of the services that are covered. **Note:** You must obtain pre-service review for all behavioral health treatment services for the treatment of pervasive developmental disorder or autism in order for these services to be covered by this *plan* (see UTILIZATION REVIEW PROGRAM for details).
  4. Diagnosis and all *medically necessary* treatment of *severe mental disorder* of a person of any age and serious emotional disturbances of a child.

Treatment for substance abuse does not include smoking cessation programs, nor treatment for nicotine dependency or tobacco use. Certain services are covered under the “Preventive Care Benefits”. Please see that provision for further details.

**Online Visits.** When available in your area, your coverage will include visits from a LiveHealth Online Provider. *Covered services* include medical consultations using the internet via webcam, chat, or voice. Online visits are covered under *plan* only from *providers* who contract with LiveHealth Online. Please visit [www.anthem.com/ca/uc](http://www.anthem.com/ca/uc) and choose Resources for more information.

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

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

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

For *mental health conditions* or substance abuse online care visits, please see the SUMMARY OF BENEFITS under “Mental Health Conditions and Substance Abuse Benefits” section for a description of this coverage.

**Osteoporosis Benefits.** Coverage for services related to diagnosis, treatment, and appropriate management of osteoporosis including, but not limited to, all Food and Drug Administration approved technologies, including bone mass measurement technologies as deemed *medically necessary*.

**Pediatric Asthma Equipment and Supplies Benefits.** The following items and services when required for the *medically necessary* treatment of asthma in a *dependent* child:

1. Nebulizers, including face masks and tubing, inhaler spacers, and peak flow meters. These items are covered under the *plan's* medical *benefits* and are not subject to any limitations or maximums that apply to coverage for durable medical equipment (see "Durable Medical Equipment Benefits").
2. Education for pediatric asthma, including education to enable the child to properly use the items listed above. This education will be covered under the *plan's benefits* for office visits to a *physician*.

**Phenylketonuria (PKU) Benefits.** *Benefits* for the testing and treatment of phenylketonuria (PKU) are paid on the same basis as any other medical condition. Coverage for treatment of PKU shall include those formulas and special food products that are part of a diet prescribed by a licensed *physician* and managed by a health care professional in consultation with a *physician* who specializes in the treatment of metabolic disease and who participates in or is authorized by the *plan*. The diet must be deemed *medically necessary* to avert the development of serious physical or mental disabilities or to promote normal development or function as a consequence of PKU.

The cost of the necessary formulas and special food products is covered only as it exceeds the cost of a normal diet. “Formula” means an enteral product or products for use at home. The formula must be prescribed by a *physician* or nurse practitioner, or ordered by a registered dietician upon referral by a health care *provider* authorized to prescribe dietary treatments, and is *medically necessary* for the treatment of PKU. Formulas and special food products that are not obtained from a pharmacy are covered under this *benefit*.

“Special food product” means a food product that is all of the following:

- Prescribed by a *physician* or nurse practitioner for the treatment of PKU, and
- Consistent with the recommendations and best practices of qualified *physicians* with expertise in the treatment and care of PKU, and
- Used in place of normal food products, such as grocery store foods, used by the general population.

**Note:** It does not include a food that is naturally low in protein, but may include a food product that is specially formulated to have less than one gram of protein per serving.

**Physical Therapy, Physical Medicine and Occupational Therapy Benefits.** The following services provided by a *physician* under a treatment plan:

1. Physical therapy and physical medicine provided on an outpatient basis for the treatment of illness or injury including the therapeutic use of heat, cold, exercise, electricity, ultra violet radiation, manipulation of the spine, or massage for the purpose of improving circulation, strengthening muscles, or encouraging the return of motion. (This includes many types of care which are customarily provided by chiropractors, physical therapists and osteopaths. It does not include massage therapy services at spas or health clubs.)
2. Occupational therapy provided on an outpatient basis when the ability to perform daily life tasks has been lost or reduced by, or has not been developed due to, illness or injury including programs which are designed to rehabilitate mentally, physically or emotionally handicapped persons. Occupational therapy programs are designed to maximize or improve a patient's upper extremity function, perceptual motor skills and ability to function in daily living activities.

*Benefits* are not payable for care provided to relieve general soreness or for conditions that may be expected to improve without treatment. For the purposes of this *benefit*, the term "visit" shall include any visit by a *physician* in that *physician's* office, or in any other outpatient setting, during which one or more of the services covered under this limited *benefit* are rendered, even if other services are provided during the same visit.

### **Pregnancy and Maternity Care Benefits**

1. All medical *benefits* for an enrolled *member* when provided for pregnancy or maternity care, including the following services:
  - a. Prenatal, postnatal and postpartum care;
  - b. Ambulatory care services (including ultrasounds, fetal non-stress tests, *physician* office visits, and other *medically necessary* maternity services performed outside of a *hospital*);
  - c. Involuntary complications of pregnancy;
  - d. Diagnosis of genetic disorders in cases of high-risk pregnancy; and
  - e. Inpatient *hospital* care including labor and delivery.

Inpatient *hospital benefits* in connection with childbirth will be provided for at least 48 hours following a normal delivery or 96 hours following a cesarean section, unless the mother and her *physician* decide on an earlier discharge. Please see the section entitled FOR YOUR INFORMATION for a statement of your rights under federal law regarding these services.

2. Medical *hospital benefits* for routine nursery care of a newborn child, if the child's natural mother is an enrolled *member*. 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.
3. Certain services are covered under the "Preventive Care Benefits". Please see that provision for further details.

**Prescription Drug for Abortion Benefits.** Mifepristone is covered when provided under the Food and Drug Administration (FDA) approved treatment regimen.

**Prescription Drugs Obtained From Or Administered By a Medical Provider.** Your *plan* includes *benefits* for prescription drugs, including specialty drugs, that must be administered to you as part of a *physician* visit, services from a *home health agency*, or at an outpatient *hospital* when they are *covered services*. This may include drugs for infusion therapy / injectable therapy, chemotherapy, blood products, certain injectables and any drug that must be administered by a *physician*. This section describes your *benefits* when your *physician* orders the medication and administers it to you.

*Benefits* for drugs that you inject or get at a retail pharmacy (i.e., self-administered drugs) are not covered under this section. *Benefits* for those and other covered drugs are described under your *plan's* prescription drug *benefits* (if such *benefits* are included).

Non-duplication of *benefits* applies to pharmacy drugs under this *plan*. When *benefits* are provided for pharmacy drugs under the *plan's* medical *benefits*, they will not be provided under your prescription drug *benefits*, if included. Conversely, if *benefits* are provided for pharmacy drugs under your prescription drug *benefits*, if included, they will not be provided under the *plan's* medical *benefits*.

**Preventive Care Benefits.** 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 for *preventive care services*, the *calendar year deductible* will not apply to these services or supplies when they are provided by an *Anthem Prudent Buyer PPO Provider*. No *copayment* will apply to these services or supplies when they are provided by an *Anthem Prudent Buyer PPO Provider*.



Certain *benefits* for *members* who have current symptoms or a diagnosed health problem may be covered under a different *benefit* instead of this benefit, if the coverage does not fall within the state or ACA-recommended *preventive care services*.

1. A *physician's* services for routine physical examinations.
2. Immunizations prescribed by the examining *physician*.
3. Radiology and laboratory services and tests ordered by the examining *physician* in connection with a routine physical examination, excluding any such tests related to an illness or injury. Those radiology and laboratory services and tests related to an illness or injury will be covered as any other medical service available under the terms and conditions of the provision "Diagnostic Services Benefit".
4. Health screenings as ordered by the examining *physician* for the following: breast cancer, including BRCA testing if appropriate (in conjunction with genetic counseling and evaluation), cervical cancer, including human papillomavirus (HPV), prostate cancer, colorectal cancer, and other medically accepted cancer screening tests, blood lead levels, high blood pressure, type 2 diabetes mellitus, cholesterol, obesity, and screening for iron deficiency anemia in pregnant women.
5. Human immunodeficiency virus (HIV) testing, regardless of whether the testing is related to a primary diagnosis.
6. Counseling and risk factor reduction intervention services for sexually transmitted infections, human immunodeficiency virus (HIV), contraception, tobacco use, and tobacco use-related diseases.
7. Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration, including the following:
  - a. All FDA-approved contraceptive drugs, devices and other products for women, including over-the-counter items, if prescribed by a *physician*. This includes contraceptive drugs, injectable contraceptives, patches and devices such as diaphragms, intra uterine devices (IUDs) and implants, as well as voluntary sterilization procedures, contraceptive education and counseling. It also includes follow-up services related to the drugs, devices, products and procedures, including but not limited to management of side effects, counseling for continued adherence, and device insertion and removal.

At least one form of contraception in each of the methods identified in the FDA's Birth Control Guide will be covered as preventive care under this section. If there is only one form of contraception in a given method, or if a form of contraception is deemed not medically advisable by a *physician*, 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 prescription drugs must be either a generic or single-source brand name drug (those without a generic equivalent). Multi-source brand name drugs (those with a generic equivalent) 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* (if such *benefits* are included).

- b. Breast feeding support, supplies, and counseling. One breast pump will be covered per pregnancy under this benefit.
  - c. Gestational diabetes screening.
  - d. Preventive prenatal care.
8. Preventive services for certain high-risk populations as determined by your *physician*, based on clinical expertise.

This list of *preventive care services* 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 with no *copayment* and will not apply to the *calendar year deductible*.

See the definition of “*preventive care services*” in the DEFINITIONS section starting at page 91, for more information about services that are covered by this *plan*.

### **Professional Services Benefit**

1. Services of a *physician*.
2. Services of an anesthetist (M.D. or C.R.N.A.).

### **Prosthetic Devices Benefits**

1. Breast prostheses following a mastectomy.
2. *Prosthetic devices* to restore a method of speaking when required as a result of a covered *medically necessary* laryngectomy.
3. The *plan* will pay for other *medically necessary prosthetic devices*, including:
  - a. Surgical implants;
  - b. Artificial limbs or eyes;
  - c. The first pair of contact lenses when required as a result of a covered *medically necessary eye* surgery;
  - d. Therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications; and
  - e. Orthopedic footwear used as an integral part of a brace; shoe inserts that are custom molded to the patient.

**Radiation Therapy Benefits.** This includes treatment of disease using x-ray, radium or radioactive isotopes, other treatment methods (such as teletherapy, brachytherapy, intra operative radiation, photon or high energy particle sources), material and supplies used in the therapy process and treatment planning. These services can be provided in a facility or professional setting.

**Reconstructive Surgery Benefits.** 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.

This does not apply to orthognathic surgery. Please see the “Dental Care Benefits” provision for a description of this service.

**Retail Health Clinic Benefits.** Services and supplies provided by medical professionals who provide basic medical services in a *retail health clinic* including, but not limited to:

1. Exams for minor illnesses and injuries.
2. Preventive services and vaccinations.
3. Health condition monitoring and testing.

**Skilled Nursing Facility Benefits.** Inpatient services and supplies provided by a *skilled nursing facility*, for up to 100 days per *calendar year*. The amount by which your room charge exceeds the prevailing two-bed room rate of the *skilled nursing facility* is not considered covered under this *plan*.

*Skilled nursing facility* services and supplies are subject to pre-service review to determine whether *medically necessary*. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

If covered charges are applied toward the *calendar year deductible* and payment is not provided, those days will be included in the 100 days for that *year*.

**Speech Therapy and Speech-language pathology (SLP) Benefits.** Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults. Therapy that will develop or treat communication or swallowing skills to correct a speech impairment.

**Sterilization Benefits.** *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.

Certain sterilizations for women are covered under the “Preventive Care Benefits”. Please see that provision for further details.

**Transgender Benefits.** Services and supplies provided in connection with gender transition when you have been diagnosed with gender identity disorder or gender dysphoria by a *physician*. 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, utilization management, and exclusions for cosmetic services. 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).

Transgender services are subject to prior authorization in order for coverage to be provided. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

**Transgender Travel Expense Benefits.** 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 the *claims administrator*. The *plan’s* maximum payment will not exceed **\$10,000** per transgender surgery, or series of surgeries (if multiple surgical procedures are performed), for the following travel expenses *incurred* by you and one companion:

- 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.

No *copayments* will be required for transgender travel expenses authorized in advance by the *claims administrator*. *Benefits* will be provided for lodging, transportation, and other reasonable expenses up to the current limits set forth in the Internal Revenue Code, not to exceed the maximum amount specified above. This travel expense *benefit* is not available for non-surgical transgender services.

Details regarding reimbursement can be obtained by calling the Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific). A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

**Transplant Benefits.** Services and supplies provided in connection with a non-*investigative* organ or tissue transplant, if you are:

1. The recipient; or
2. The donor.

*Benefits* for an organ donor are as follows:

- When both the person donating the organ and the person getting the organ are covered *members* under this *plan*, each will get *benefits* under their plans.
- When the person getting the organ is a *member* under this *plan*, but the person donating the organ is not, *benefits* under this *plan* are limited to *benefits* not available to the donor from any other source. This includes, but is not limited to, other insurance, grants, foundations, and government programs.
- If a *member* covered under this *plan* is donating the organ to someone who is **not** a *member*, *benefits* are not available under this *plan*.

The *maximum allowed amount* for a donor, including donor testing and donor search, is limited to expense *incurred* for *medically necessary* medical services only. The *maximum allowed amount* for services incident to obtaining the transplanted material from a living donor or a human organ transplant bank will be covered. Such charges, including complications from the donor procedure for up to six weeks from the date of procurement, are covered. Services for treatment of a condition that is not directly related to, or a direct result of, the transplant are not covered.

An unrelated donor search may be required when the patient has a disease for which a transplant is needed and a suitable donor within the family is not available. The *plan's* payment for unrelated donor searches from an authorized, licensed registry for bone marrow/stem cell transplants will not exceed **\$30,000** per transplant.

*Covered services* are subject to any applicable *deductibles*, *copayments* and medical benefit maximums set forth in the SUMMARY OF BENEFITS. The *maximum allowed amount* does not include charges for services received without first obtaining the *claims administrator's* prior authorization or which are provided at a facility other than a transplant center approved by the *claims administrator*. See UTILIZATION REVIEW PROGRAM for details.

To maximize your *benefits*, you should call the Transplant Department as soon as you think you may need a transplant to talk about your *benefit* options. You must do this before you have an evaluation or work-up for a transplant. The *claims administrator* will help you maximize your benefits by giving you coverage information, including details on what is covered and if any clinical coverage guidelines, medical policies, *Centers of Medical Excellence (CME)* or *Blue Distinction Centers for Specialty Care (BDCSC)* rules, or exclusions apply. Call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) and ask for the transplant coordinator.

You or your *physician* must call the Transplant Department for pre-service review prior to the transplant, whether it is performed in an inpatient or outpatient setting. Prior authorization is required before *benefits* for a transplant will be provided. Your *physician* must certify, and the *claims administrator* must agree, that the transplant is *medically necessary*. Your *physician* should send a written request for prior authorization to the *claims administrator* as soon as possible to start this process. Not getting prior authorization will result in a denial of *benefits*.

Please note that your *physician* may ask for approval for HLA (human leukocyte antigen) testing, donor searches, or collection and storage of stem cells prior to the final decision as to what transplant procedure will be needed. In these cases, the HLA testing and donor search charges will be covered as routine diagnostic tests. The collection and storage request will be reviewed for medical necessity and may be approved. However, such an approval for HLA testing, donor search, or collection and storage is NOT an approval for the later transplant. A separate medical necessity decision will be needed for the transplant itself.

#### Specified Transplant Benefits

You must obtain the *claims administrator's* prior authorization for all services including, but not limited to, preoperative tests and postoperative care related to the following specified transplants: heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous pancreas-kidney, or bone marrow/stem cell and similar procedures. Specified transplants must be performed at *Centers of Medical Excellence (CME)* or *Blue Distinction Centers for Specialty Care (BDCSC)*. **Charges for services provided for or in connection with a specified transplant performed at a facility other than a CME or BDCSC will not be considered covered.** Call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) if your *physician* recommends a specified transplant for your medical care. A case manager

transplant coordinator will assist in facilitating your access to a *CME* or *BDCSC*. See UTILIZATION REVIEW PROGRAM for details.

### Transplant Travel Expense Benefits

Certain travel expenses *incurred* in connection with an approved, specified transplant (heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous pancreas-kidney, or bone marrow/stem cell and similar procedures) performed at a designated *CME* or *BDCSC* that is 75 miles or more from the recipient's or donor's place of residence are covered, provided the expenses are authorized by the *claims administrator* in advance. The *plan's* maximum payment will not exceed **\$10,000** per transplant for the following travel expenses *incurred* by the recipient and one companion\* or the donor:

- Ground transportation to and from the *CME* or *BDCSC* when the designated *CME* or *BDCSC* is 75 miles or more from the recipient's or donor's place of residence.
- Coach airfare to and from the *CME* or *BDCSC* when the designated *CME* or *BDCSC* is 300 miles or more from the recipient's or donor's residence
- Lodging, limited to one room, double occupancy
- Other reasonable expenses. Tobacco, alcohol, drug expenses, and meals are excluded.

\*Note: When the *member* recipient is under 18 years of age, this *benefit* will apply to the recipient and two companions or caregivers.

No *copayments* will be required for transplant travel expenses authorized in advance by the *claims administrator*. The *plan* will provide *benefits* for lodging and ground transportation, up to the current limits set forth in the Internal Revenue Code.

Expense *incurred* for the following is not covered: interim visits to a medical care facility while waiting for the actual transplant procedure; travel expenses for a companion and/or caregiver for a transplant donor; return visits for a transplant donor for treatment of a condition found during the evaluation; rental cars, buses, taxis or shuttle services; and mileage within the city in which the medical transplant facility is located.

Details regarding reimbursement can be obtained by calling the Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific). A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

### Travel Immunization Benefits

1. ACA Travel Vaccinations:
  - a. Hepatitis A
  - b. Hepatitis B
  - c. Meningitis
  - d. Polio
2. Other Travel Vaccinations:
  - a. Japanese Encephalitis
  - b. Rabies
  - c. Typhoid
  - d. Yellow Fever

**Urgent Care Benefits.** Services and supplies received to prevent serious deterioration of your health or, in the case of pregnancy, the health of the unborn child, resulting from an unforeseen illness, medical condition, or complication of an existing condition, including pregnancy, for which treatment cannot be delayed. *Urgent care* services are not *emergency services*. Services for *urgent care* are typically provided by an *urgent care center* or other facility such as a *physician's office*. *Urgent care* can be obtained from *Anthem Prudent Buyer PPO Providers* or *Out-of-Network Providers*. For *covered services* from *Out-of-Network Providers* you may be required to pay higher cost-sharing amounts or may have limits on your *benefits*.

## Medical Care That Is NOT Covered

No payment will be made under this *plan* for services or supplies that are not *medically necessary* or that were *incurred* before the *member's effective date* or after a *member's* coverage has ended in connection with any of the items below. (The titles given to these exclusions and limitations are for ease of reference only; they are not meant to be an integral part of the exclusions and limitations and do not modify their meaning.)

**Acupuncture.** Acupuncture treatment except as specifically stated in the "Acupuncture Benefits" provision of Medical Care That Is Covered. Acupressure, or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

**Air Conditioners.** Air purifiers, air conditioners, or humidifiers.

**Clinical Trials.** Services and supplies in connection with clinical trials, except as specifically stated in the "Clinical Trial of Cancer and Other Life Threatening Conditions Benefits" provision under the section Medical Care That Is Covered.

**Commercial Weight Loss Programs.** Weight loss programs, whether or not they are pursued under medical or *physician* 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 dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as stated in the "Bariatric Surgery Benefits" provision of Medical Care That Is Covered.

**Contraceptive Devices.** Contraceptive devices prescribed for birth control except as specifically stated in the "Contraceptive Benefits" provision in Medical Care That Is Covered.

**Cosmetic Surgery.** Cosmetic surgery or other services performed to alter or reshape normal (including aged) structures or tissues of the body to improve appearance.

**Crime or Nuclear Energy.** Conditions that result from: (1) your commission of or attempt to commit a felony, as long as any injuries are not a result of a medical condition or an act of domestic violence; or (2) any release of nuclear energy, whether or not the result of war, when government funds are available for treatment of illness or injury arising from such release of nuclear energy.

**Custodial Care or Rest Cures.** Inpatient room and board charges in connection with a *hospital stay* primarily for environmental change or physical therapy. *Custodial care*, rest cures, except as specifically provided under the "Hospice Care Benefits" or "Infusion Therapy / Injectable Therapy" provision of MEDICAL CARE THAT IS COVERED. Services provided by a rest home, a home for the aged, a nursing home or any similar facility. Services provided by a *skilled nursing facility*, except as specifically stated in the "Skilled Nursing Facility Benefits" provision of Medical Care That Is Covered.

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

**Educational or Academic Services.** This *plan* does not cover:

1. Educational or academic counseling, remediation, or other services that are designed to increase academic knowledge or skills.
2. Educational or academic counseling, remediation, or other services that are designed to increase socialization, adaptive, or communication skills.
3. Academic or educational testing.
4. Teaching skills for employment or vocational purposes.
5. Teaching art, dance, horseback riding, music, play, swimming, or any similar activities.
6. Teaching manners and etiquette or any other social skills.
7. Teaching and support services to develop planning and organizational skills such as daily activity planning and project or task planning.

This exclusion does not apply to the *medically necessary* treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM.

**Excess Amounts.** Any amounts in excess of *maximum allowed amounts* or any Medical Benefit Maximum.

**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 request that the denial be reviewed.

**Eye Surgery for Refractive Defects.** Any eye surgery solely or primarily for the purpose of correcting refractive defects of the eye such as nearsightedness (myopia) and/or astigmatism. Contact lenses and eyeglasses required as a result of this surgery.

**Food or Dietary Supplements.** Nutritional and/or dietary supplements and counseling, except as provided in this *plan* or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

**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 you actually received that were provided by a local, state, or federal government agency, or by a public school system or school district, except when payment under this *plan* is expressly required by federal or state law. The *plan* 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*.

**Health Club Memberships.** 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 *physician*. This exclusion also applies to health spas.

**Hearing Aids or Tests.** Hearing aids. Routine hearing tests, except as specifically provided as part of a routine exam under the "Preventive Care Benefits" provision of Medical Care That Is Covered.

**Infertility Treatment.** Services or supplies furnished in connection with the treatment of *infertility*, except as specifically stated in the "Infertility Treatment" provision of Medical Care That Is Covered.

**Inpatient Diagnostic Tests.** Inpatient room and board charges in connection with a *hospital stay* primarily for diagnostic tests which could have been performed safely on an outpatient basis.

**Lifestyle Programs.** Programs to alter one's lifestyle which may include but are not limited to diet, exercise, imagery or nutrition. This exclusion will not apply to cardiac rehabilitation programs approved by the *claims administrator*.

**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.

This exclusion does not apply to the *medically necessary* treatment of specifically stated in "Durable Medical Equipment Benefits" provision of Medical Care That Is Covered.

**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 *physician*, except as specifically provided or arranged by the *claims administrator*. This exclusion does not apply to the *medically necessary* treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM.

**Not Medically Necessary.** Services or supplies that are not *medically necessary*, as defined. See page 94 in the DEFINITIONS section for more information.

**Optometric Services or Supplies.** Optometric services, eye exercises including orthoptics. Routine eye exams and routine eye refractions, except when provided as part of a routine exam under the "Preventive Care Benefits" provision of Medical Care That Is Covered. Eyeglasses or contact lenses, except as specifically stated in the "Prosthetic Devices Benefits" provision of MEDICAL CARE THAT IS COVERED.

**Orthodontia.** Braces and other orthodontic appliances or services, except as specifically stated in the "Reconstructive Surgery Benefits" or "Dental Care Benefits" provisions of Medical Care That Is Covered.

**Orthopedic Supplies.** Orthopedic shoes and shoe inserts. This exclusion does not apply to orthopedic footwear used as an integral part of a brace, shoe inserts that are custom molded to the patient, or therapeutic shoes and inserts designed to treat foot complications due to diabetes, as specifically stated in the "Prosthetic Devices Benefits" provision of Medical Care That Is Covered.

**Outpatient Occupational Therapy.** Outpatient occupational therapy, except as specifically stated in the "Infusion Therapy / Injectable Therapy Benefits" provision of Medical Care That Is Covered, or when provided by a *home health agency* or *hospice*, as specifically stated in the "Home Health Care Benefits", "Hospice Care Benefits" or "Physical Therapy, Physical Medicine and Occupational Therapy Benefits" provisions of that section. This exclusion also does not apply to the *medically necessary* treatment of *severe mental disorders*, or to the *medically necessary* treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM.

**Outpatient Prescription Drugs and Medications.** Outpatient prescription drugs or medications and insulin, except as specifically stated in the "Infusion Therapy" / Injectable Therapy Benefits", "Prescription Drug for Abortion Benefits", or "Preventive Care Benefits" provisions of Medical Care That Is Covered. Cosmetics, health or beauty aids. However, health aids that are *medically necessary* and meet the requirements for durable medical equipment as specified under the "Durable Medical Equipment Benefits" provision of Medical Care That Is Covered, are covered, subject to all terms of this *plan* that apply to that benefit. Your *benefits* for prescription drugs are administered by a different *plan administrator*. For further information, please refer to [www.optumrx.com](http://www.optumrx.com).

**Personal Items.** Any supplies for comfort, hygiene or beautification.

**Physical Therapy or Physical Medicine.** Services of a *physician* for physical therapy or physical medicine, except when provided during a covered inpatient confinement, or as specifically stated in the "Home Health



Care Benefits", "Hospice Care Benefits", "Infusion Therapy / Injectable Therapy" or "Physical Therapy, Physical Medicine and Occupational Therapy Benefits" provisions of Medical Care That Is Covered. This exclusion also does not apply to the *medically necessary* treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM.

**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 of a registered nurse or licensed vocational nurse under the supervision of a registered nurse or a *physician*.

**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*.

**Routine Exams or Tests.** Routine physical exams or tests which do not directly treat an actual illness, injury or condition, including those required by employment or government authority, except as specifically stated in the "Preventive Care Benefits" provision of Medical Care That Is Covered.

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

**Services of Relatives.** Professional services received from a person who lives in your home or who is related to you by blood or marriage, except as specifically stated in the "Infusion Therapy / Injectable Therapy Benefits" provision of Medical Care That Is Covered.

**Speech Therapy.** Speech therapy except as stated in the "Speech Therapy and Speech language pathology (SLP) Benefits" provision of Medical Care That Is Covered. This exclusion also does not apply the *medically necessary* treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM.

**Sterilization Reversal.** Reversal of 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).

**Telephone, Facsimile Machine, and Electronic Mail Consultations.** Consultations provided using telephone, facsimile machine, or electronic mail.

**Varicose Vein Treatment.** Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

**Voluntary Payment.** Services for which you have no legal obligation to pay, or for which no charge would be made in the absence of insurance coverage or other health plan coverage, except services received at a non-governmental charitable research *hospital*. Such a *hospital* must meet the following guidelines:

1. It must be internationally known as being devoted mainly to medical research;
2. At least **10%** of its yearly budget must be spent on research not directly related to patient care;
3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. It must accept patients who are unable to pay; and
5. Two-thirds of its patients must have conditions directly related to the *hospital's* research.

**Waived Cost-Shares Out-of-Network Provider.** For any service for which you are responsible under the terms of this *plan* to pay a *copayment* or *deductible*, and the *copayment* or *deductible* is waived by an *Out-of-Network Provider*.

**Work-Related.** Work-related conditions if *benefits* are recovered or can be recovered, either by adjudication, settlement or otherwise, under any workers' compensation, *employer's* liability law or occupational disease law, even if you do not claim those *benefits*.

## BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM

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

Behavioral health treatment services covered under this *plan* are subject to the same *deductibles* and *copayments* that apply to services provided for other covered medical conditions. Services provided by Qualified Autism Service Providers, Qualified Autism Service Professionals, and Qualified Autism Service Paraprofessionals (see the “Definitions” below) will be covered under *plan benefits* that apply for outpatient office visits or other outpatient items and services. Services provided in a facility, such as the outpatient department of a *hospital*, will be covered under *plan benefits* that apply to such facilities. See also see the “Mental Health Conditions and Substance Abuse Benefits” under Medical Care That Is NOT Covered.

You must obtain pre-service review for all behavioral health treatment services for the treatment of Pervasive Developmental Disorder or autism in order for these services to be covered by this *plan* (see UTILIZATION REVIEW PROGRAM for details). No *benefits* are payable for these services if pre-service review is not obtained.

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

### DEFINITIONS

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

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

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

**Qualified Autism Service Provider** is either of the following:

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

The *claims administrator's* network of *Anthem Prudent Buyer PPO Providers* is limited to licensed Qualified Autism Service Providers who contract with the *claims administrator* or a Blue Cross and/or Blue Shield Plan and who may supervise and employ Qualified Autism Service Professionals or Qualified Autism Service Paraprofessionals who provide and administer Behavioral Health Treatment.

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

- Provides behavioral health treatment,
- Is employed and supervised by a Qualified Autism Service Provider,

- Provides treatment according to a treatment plan developed and approved by the Qualified Autism Service Provider,
- Is a behavioral service *provider* approved as a vendor by a California regional center to provide services as an associate behavior analyst, behavior analyst, behavior management assistant, behavior management consultant, or behavior management program as defined in state regulation or who meets equivalent criteria in the state in which he or she practices if not providing services in California, and
- Has training and experience in providing services for Pervasive Developmental Disorder or autism pursuant to applicable state law.

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

- Is employed and supervised by a Qualified Autism Service Provider,
- Provides treatment and implements services pursuant to a treatment plan developed and approved by the Qualified Autism Service Provider,
- Meets the criteria set forth in any applicable state regulations adopted pursuant to state law concerning the use of paraprofessionals in group practice *provider* behavioral intervention services, and
- Has adequate education, training, and experience, as certified by a Qualified Autism Service Provider.

#### **BEHAVIORAL HEALTH TREATMENT SERVICES COVERED**

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

- The treatment must be prescribed by a licensed *physician* and surgeon (an M.D. or D.O.) or developed by a licensed psychologist,
- The treatment must be provided under a treatment plan prescribed by a Qualified Autism Service Provider and administered by one of the following: (a) Qualified Autism Service Provider, (b) Qualified Autism Service Professional supervised and employed by the Qualified Autism Service Provider, or (c) Qualified Autism Service Paraprofessional supervised and employed by a Qualified Autism Service provider, and
- The treatment plan must have measurable goals over a specific timeline and be developed and approved by the Qualified Autism Service Provider for the specific patient being treated. The treatment plan must be reviewed no less than once every six months by the Qualified Autism Service Provider and modified whenever appropriate, and must be consistent with applicable state law that imposes requirements on the provision of Applied Behavioral Analysis services and Intensive Behavioral Intervention services to certain persons pursuant to which the Qualified Autism Service Provider does all of the following:
  - ◆ Describes the patient's behavioral health impairments to be treated,
  - ◆ Designs an intervention plan that includes the service type, number of hours, and parent participation needed to achieve the intervention plan's goal and objectives, and the frequency at which the patient's progress is evaluated and reported,
  - ◆ Provides intervention plans that utilize evidence-based practices, with demonstrated clinical efficacy in treating Pervasive Developmental Disorder or autism,
  - ◆ Discontinues Intensive Behavioral Intervention services when the treatment goals and objectives are achieved or no longer appropriate, and

- ◆ The treatment plan is not used for purposes of providing or for the reimbursement of respite care, day care, or educational services, and is not used to reimburse a parent for participating in the treatment program. The treatment plan must be made available to the *claims administrator* upon request.

## SUBROGATION AND REIMBURSEMENT

These provisions apply when the *plan* pays benefits as a result of injuries or illnesses you sustained and you have a right to a Recovery or have received a Recovery from any source. A "Recovery" includes, but is not limited to, monies received from any person or party, any person's or party's liability insurance, uninsured/underinsured motorist proceeds, worker's compensation insurance or fund, "no-fault" insurance and/or automobile medical payments coverage, whether by lawsuit, settlement or otherwise. Regardless of how you or your representative or any agreements characterize the money you receive as a Recovery, it shall be subject to these provisions.

### Subrogation

The *plan* has the right to recover payments it makes on your behalf from any party responsible for compensating you for your illnesses or injuries. The following apply:

- The *plan* has first priority from any Recovery for the full amount of benefits it has paid regardless of whether you are fully compensated, and regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries.
- You and your legal representative must do whatever is necessary to enable the *plan* to exercise the *plan's* rights and do nothing to prejudice those rights.
- In the event that you or your legal representative fails to do whatever is necessary to enable the *plan* to exercise its subrogation rights, the *plan* shall be entitled to deduct the amount the *plan* paid from any future benefits under the *plan*.
- The *plan* has the right to take whatever legal action it sees fit against any person, party or entity to recover the benefits paid under the *plan*.
- To the extent that the total assets from which a Recovery is available are insufficient to satisfy in full the *plan's* subrogation claim and any claim held by you, the *plan's* subrogation claim shall be first satisfied before any part of a Recovery is applied to your claim, your attorney fees, other expenses or costs.
- The *plan* is not responsible for any attorney fees, attorney liens, other expenses or costs you incur. The "common fund" doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the *plan*.

### Reimbursement

If you obtain a Recovery and the *plan* has not been repaid for the benefits the *plan* paid on your behalf, the *plan* shall have a right to be repaid from the Recovery in the amount of the benefits paid on your behalf and the following provisions will apply:

- You must reimburse the *plan* from any Recovery to the extent of benefits the *plan* paid on your behalf regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries.
- Notwithstanding any allocation or designation of your Recovery (e.g., pain and suffering) made in a settlement agreement or court order, the *plan* shall have a right of full recovery, in first priority, against any Recovery. Further, the *plan's* rights will not be reduced due to your negligence.
- You and your legal representative must hold in trust for the *plan* the proceeds of the gross Recovery (*i.e.*, the total amount of your Recovery before attorney fees, other expenses or costs) to be paid to the *plan* immediately upon your receipt of the Recovery. You and your legal representative acknowledge that the portion of the Recovery to which the *plan's* equitable lien applies is a *plan* asset.

- Any Recovery you obtain must not be dissipated or disbursed until such time as the *plan* has been repaid in accordance with these provisions.
- You must reimburse the *plan*, in first priority and without any set-off or reduction for attorney fees, other expenses or costs. The "common fund" doctrine does not apply to any funds recovered by any attorney you hire regardless of whether funds recovered are used to repay benefits paid by the *plan*.
- If you fail to repay the *plan*, the *plan* shall be entitled to deduct any of the unsatisfied portion of the amount of benefits the *plan* has paid or the amount of your Recovery whichever is less, from any future benefit under the *plan* if:
  1. The amount the *plan* paid on your behalf is not repaid or otherwise recovered by the *plan*; or
  2. You fail to cooperate.
- In the event that you fail to disclose the amount of your settlement to the *plan*, the *plan* shall be entitled to deduct the amount of the *plan*'s lien from any future benefit under the *plan*.
- The *plan* shall also be entitled to recover any of the unsatisfied portion of the amount the *plan* has paid or the amount of your Recovery, whichever is less, directly from the *providers* to whom the *plan* has made payments on your behalf. In such a circumstance, it may then be your obligation to pay the *provider* the full billed amount, and the *plan* will not have any obligation to pay the Provider or reimburse you.
- The *plan* is entitled to reimbursement from any Recovery, in first priority, even if the Recovery does not fully satisfy the judgment, settlement or underlying claim for damages or fully compensate you or make you whole.

### **Your Duties**

- You must promptly notify the *plan* of how, when and where an accident or incident resulting in personal injury or illness to you occurred and all information regarding the parties involved and any other information requested by the *plan*.
- You must cooperate with the *plan* in the investigation, settlement and protection of the *plan*'s rights. In the event that you or your legal representative fails to do whatever is necessary to enable the *plan* to exercise its subrogation or reimbursement rights, the *plan* shall be entitled to deduct the amount the *plan* paid from any future benefits under the *plan*.
- You must not do anything to prejudice the *plan*'s rights.
- You must send the *plan* copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal injury or illness to you.
- You must promptly notify the *plan* if you retain an attorney or if a lawsuit is filed on your behalf.
- You must immediately notify the *plan* if a trial is commenced, if a settlement occurs or if potentially dispositive motions are filed in a case.

The *plan* has sole discretion to interpret the terms of the Subrogation and Reimbursement provision of this *plan* in its entirety and reserves the right to make changes as it deems necessary.

If the covered person is a minor, any amount recovered by the minor, the minor's trustee, guardian, parent, or other representative, shall be subject to this provision. Likewise, if the covered person's relatives, heirs, and/or assignees make any Recovery because of injuries sustained by the covered person, that Recovery shall be subject to this provision.

The *plan* is entitled to recover its attorney's fees and costs incurred in enforcing this provision.

The *plan* shall be secondary in coverage to any medical payments provision, no-fault automobile insurance policy or personal injury protection policy regardless of any election made by you to the contrary. The *plan* shall also be secondary to any excess insurance policy, including, but not limited to, school and/or athletic policies.



## COORDINATION OF BENEFITS

If you are covered by more than one group medical plan, your benefits under *this plan* (referred to as "This Plan" under this section) will be coordinated with the benefits of those Other Plans, as shown below. These coordination provisions apply separately to each *member*, per *calendar year*, and are largely determined by California law. Any coverage you have for medical or dental benefits will be coordinated as shown below.

### DEFINITIONS

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

**Allowable Expense** is any necessary, reasonable and customary item of expense which is at least partially covered by any plan covering the person for whom claim is made. When a plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid. An expense that is not covered by any plan covering the person for whom a claim is made is not 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. This does not include Medicare when, by law, its benefits are secondary to those of any private insurance program or other non-governmental program.

The term "Other Plan" refers separately to each agreement, policy, contract, or other arrangement for services and benefits, and only to that portion of such agreement, policy, contract, or arrangement which reserves the right to take the services or benefits of other *plans* into consideration in determining benefits.

**Principal Plan** is the plan which will have its benefits determined first.

**This Plan** is that portion of this *plan* which 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 Principal Plan, then its benefits will be determined first without taking into account the benefits or services of any Other Plan.
2. If This Plan is not the Principal Plan, then its benefits may be reduced so that the benefits and services of all the plans do not exceed Allowable Expense.
3. The *benefits* of This Plan will never be greater than the sum of the benefits that would have been paid if you were covered under This Plan only.

### **ORDER OF BENEFITS DETERMINATION**

The first of the following rules which applies will determine the order in which benefits are payable:

1. A plan which has no Coordination of Benefits provision pays before a plan which has a Coordination of Benefits provision. This would include Medicare in all cases, except when the law requires that This Plan pays before Medicare.
2. A plan which covers you as a *member* pays before a plan which covers you as a *dependent*. But, if you are retired and eligible for Medicare, Medicare pays (a) after the plan which covers you as a *dependent* of an active *employee*, but (b) before the plan which covers you as a retired *employee*.

**For example:** You are covered as a retired *employee* under This Plan and entitled to Medicare (Medicare would normally pay first). You are also covered as a *dependent* of an active *employee* under another plan (in which case Medicare would pay second). In this situation, the plan which covers you as a *dependent* will pay first, Medicare will pay second, and the plan which covers you as a retired *employee* would pay last.

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 *calendar year*. But if one plan does not have a birthday rule provision, the provisions of that plan determine the order of benefits.

**Exception to rule 3:** For a *dependent* child of parents who are divorced or separated, the following rules will be used in place of Rule 3:

- a. If the parent with custody of that child for whom a claim has been made has not remarried, then the plan of the parent with custody that covers that child as a *dependent* pays first.
- b. If the parent with custody of that child for whom a claim has been made has remarried, then the order in which benefits are paid will be 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. Regardless of a and b above, if there is a court decree which establishes a parent's financial responsibility for that child's health care coverage, a plan which covers that child as a *dependent* of that parent pays first.

4. The plan covering you as a laid-off or retired *employee* or as a *dependent* of a laid-off or retired *employee* pays after a *plan* covering you as other than a laid-off or retired *employee* or the *dependent* of such a person. But if either *plan* does not have a provision regarding laid-off or retired *employees*, provision 6 applies.
5. The plan covering you under a continuation of coverage provision in accordance with state or federal law pays after a *plan* covering you as an employee, a dependent or otherwise, but not under a continuation of coverage provision in accordance with state or federal law. If the order of benefit determination provisions of the Other Plan do not agree under these circumstances with the Order of Benefit Determination provisions of This Plan, this rule will not apply.
6. When the above rules do not establish the order of payment, the *plan* on which you have been enrolled the longest pays first unless two of the plans have the same effective date. In this case, Allowable Expense is split equally between the two plans.

#### **OUR RIGHTS UNDER THIS PROVISION**

**Responsibility For Timely Notice.** The *plan administrator* is not responsible for coordination of benefits unless timely information has been provided by the requesting party regarding the application of this provision.

**Reasonable Cash Value.** If any Other Plan provides benefits in the form of services rather than cash payment, the reasonable cash value of services provided will be considered Allowable Expense. The reasonable cash value of such service will be considered a benefit paid, and *our* liability reduced accordingly.

**Facility of Payment.** If payments which should have been made under This Plan have been made under any Other Plan, we have the right to pay that Other Plan any amount we determine to be warranted to satisfy the intent of this provision. Any such amount will be considered a benefit paid under This Plan, and such payment will fully satisfy *our* liability under this provision.

**Right of Recovery.** If payments made under This Plan exceed the maximum payment necessary to satisfy the intent of this provision, the *claims administrator* has the right to recover that excess amount from any persons or organizations to or for whom those payments were made, or from any insurance company or service plan.

## BENEFITS FOR MEDICARE ELIGIBLE MEMBERS

If you are entitled to Medicare, you will receive the full *benefits* of this *plan*, except as listed below:

1. You are receiving treatment for end-stage renal disease following the first 30 months you are entitled to end-stage renal disease benefits under Medicare; or
2. You are entitled to Medicare *benefits* as a disabled person, unless you have a current employment status as determined by Medicare rules through a group of 100 or more employees (according to federal OBRA legislation).

In cases where exceptions 1 or 2 apply, payment will be determined according to the provisions in the section entitled COORDINATION OF BENEFITS and the provision "Coordinating Benefits With Medicare", below.

**Coordinating Benefits With Medicare.** *Benefits* will not be provided under this *plan* that duplicate any *benefits* to which you would be entitled under Medicare. This exclusion applies to all parts of Medicare in which you can enroll without paying additional premium. If you are required to pay additional premium for any part of Medicare, this exclusion will apply to that part of Medicare only if you are enrolled in that part.

If you are entitled to Medicare, your Medicare coverage will not affect the services covered under this *plan* except as follows:

1. Medicare must provide benefits first to any services covered both by Medicare and under this *plan*.
2. For services you receive that are covered both by Medicare and under this *plan*, coverage under this *plan* will apply only to Medicare *deductibles* and other charges for *covered services* over and above what Medicare pays.
3. For any given claim, the combination of benefits provided by Medicare and the *benefits* provided under this *plan* will not exceed the *maximum allowed amount* for the *covered services*.

The *claims administrator* will apply any charges paid by Medicare for services covered under this *plan* toward your *plan deductible*, if any.

## UTILIZATION REVIEW PROGRAM

Your *plan* includes the process of utilization review to decide when services are *medically necessary*, *experimental*, or *investigative* as those terms are defined in this booklet. 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. A service must be *medically necessary* to be a *covered service*. When level of care, setting or place of service is part of the review, 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.

Certain services must be reviewed to determine medical necessity in order for you to get *benefits*. Utilization review criteria will be based on many sources including medical policy and clinical guidelines. The *claims administrator* may decide that a service that was asked for is not *medically necessary* if you have not tried other treatments that are more cost-effective.

If you have any questions about the information in this section, you may call Anthem Health Guide number at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

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

1. You must be eligible for *benefits*;
2. The service or supply must be a *covered service* under your *plan*;
3. The service cannot be subject to an exclusion under your *plan* (please see Medical Care That Is NOT Covered for more information); and
4. 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 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 an *emergency*, you, your authorized representative or *physician* must tell the *plan* within 24 hours or as soon as it is 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 / Concurrent Review** – A utilization review of a service, treatment or admission for a *benefit* coverage determination which must be done during an ongoing *stay* in a facility or course of treatment.
  - Both pre-service and continued *stay* / concurrent reviews may be considered urgent when, in the view of the treating *provider* or any *physician* 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 the *plan*.

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

- Scheduled, non-*emergency* inpatient *hospital stays* and *residential treatment center* admissions, including detoxification and rehabilitation.

**Exceptions:** Pre-service review is not required for inpatient *hospital stays* for the following services:

- ◆ Maternity care of 48 hours or less following a normal delivery or 96 hours or less following a cesarean section, and
  - ◆ Mastectomy and lymph node dissection.
- Specific non-*emergency* outpatient services, including diagnostic treatment and other services.
  - Specific outpatient surgeries performed in an outpatient facility or a doctor's office.
  - Transplant services, including transplant travel expense. The following criteria must be met for certain transplants, as follows:
    - ◆ For bone, skin or cornea transplants, if the *physicians* on the surgical team and the facility in which the transplant is to take place are approved for the transplant requested.
    - ◆ For transplantation of heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous pancreas-kidney or bone marrow/stem cell and similar procedures, if the *providers* of the related preoperative and postoperative services are approved and the transplant will be performed at a *Centers of Medical Excellence (CME)* or a *Blue Distinction Centers for Specialty Care (BDCSC)* facility.
  - Air ambulance in a non-medical *emergency*.
  - Specific durable medical equipment.
  - Infusion therapy / injectable therapy, if the attending *physician* has submitted both a prescription and a plan of treatment before services are rendered.
  - Home health care. The following criteria must be met:
    - ◆ The services can be safely provided in your home, as certified by your attending *physician*;
    - ◆ Your attending *physician* manages and directs your medical care at home; and
    - ◆ Your attending *physician* has established a definitive treatment plan which must be consistent with your medical needs and lists the services to be provided by the *home health agency*.
  - Admissions to a *skilled nursing facility* if you require daily skilled nursing or rehabilitation, as certified by your attending *physician*.
  - Bariatric surgical services, such as gastric bypass and other surgical procedures for weight loss, including bariatric travel expense, if:
    - ◆ The services are to be performed for the treatment of morbid obesity;
    - ◆ The *physicians* on the surgical team and the facility in which the surgical procedure is to take place are approved for the surgical procedure requested; and
    - ◆ The bariatric surgical procedure will be performed at a *BDCSC* facility.

- Advanced imaging procedures, including but not limited to: Magnetic Resonance Imaging (MRI), Computerized Tomography (CT scan), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan), Echocardiography, and Nuclear Cardiac Imaging. You may call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) to find out if an imaging procedure requires pre-service review.
- Behavioral health treatment for pervasive developmental disorder or autism, as specified in the section BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM.
- Partial hospitalization, *intensive outpatient programs*, transcranial magnetic stimulation (TMS).
- Transgender services, including transgender travel expense, as specified under the “Transgender Benefits” provision of YOUR MEDICAL BENEFITS - Medical Care That Is Covered. You must be diagnosed with gender identity disorder or gender dysphoria by a *physician*.

For a list of current procedures requiring precertification, please call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

## Who is Responsible for Precertification?

Typically, *Anthem Prudent Buyer PPO Providers* know which services need precertification and will get any precertification when needed. Your *physician* and other *Anthem Prudent Buyer PPO Providers* have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering provider, *hospital* or attending *physician* (“requesting provider”) will get in touch with the *plan* 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 Prudent Buyer PPO Providers</i>	Provider	<ul style="list-style-type: none"> <li>The <i>provider</i> must get precertification when required.</li> </ul>
<i>Out-of-Network Providers</i>	<i>Member</i>	<ul style="list-style-type: none"> <li><i>Member</i> must get precertification when required. (Call Anthem Health Guide)</li> <li><i>Member</i> should contact Anthem Health Guide before seeking care with an <i>Out-of-Network Provider</i> when outside of the U.S.</li> <li><i>Member</i> may be financially responsible for charges or costs related to the service and/or setting in whole or in part if the service and/or setting is found to not be <i>medically necessary</i>.</li> </ul>
Blue Card Provider	<i>Member</i> <b>(Except for Inpatient Admissions)</b>	<ul style="list-style-type: none"> <li><i>Member</i> must get precertification when required. (Call Anthem Health Guide)</li> <li><i>Member</i> may be financially responsible for charges or costs related to the service and/or setting in whole or in part if the service and or setting is found to not be <i>medically necessary</i>.</li> <li><b>Blue Card Providers must obtain precertification for all Inpatient Admissions.</b></li> </ul>
<p><b>NOTE: For an <i>emergency</i> admission, precertification is not required. However, you, your authorized representative or <i>physician</i> must notify the <i>plan</i> within 24 hours or as soon as it is possible within a reasonable period of time.</b></p>		

## How Decisions Are Made

Decisions are based on multiple sources, such as medical policy, clinical guidelines, and other applicable policies and procedures to help make medical necessity determinations. Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. The *claims administrator* reserves 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, please call Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

If you are not satisfied with the *claims administrator's* decision under this section of your *benefits*, please refer to the "YOUR RIGHT TO APPEALS" section to see what rights may be available to you.

### Decision Notice and Requirements

The *claims administrator* will review requests for medical necessity 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, the *plan* will follow state laws. 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 identification card for more details.

Request Category	Timeframe Requirement for Decision
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
Continued Stay / Concurrent Review when hospitalized at the time of the request and no previous authorization exists	72 hours from the receipt of the request
Urgent Continued Stay / Concurrent 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 / Concurrent 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 / Concurrent 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 *claims administrator* will tell the requesting *physician* of the specific information needed to finish the review. If the *plan* does not get the specific information it needs by the required timeframe identified in the written notice, the *claims administrator* will make a decision based upon the information received.

The *claims administrator* will notify you and your *physician* of a 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 Anthem Health Guide toll free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

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

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

## HEALTH PLAN INDIVIDUAL CASE MANAGEMENT

The health plan individual case management program enables the *claims administrator* to authorize 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, the *claims administrator* has the right to recommend 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 does the *claims administrator* have an obligation to provide it; the *claims administrator* provides these services at their sole and absolute discretion.

### How Health Plan Individual Case Management Works

The 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. The programs coordinate *benefits* and educate *members* who agree to take part in the Case Management program to help meet their health-related needs.

The 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, then *claims administrator* 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 *physicians*, and other providers.

In addition, the *claims administrator* 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, the *plan* may provide *benefits* for alternate care that is not listed as a *covered service*. The *claims administrator* may also extend services beyond the *benefit* maximums of this *plan*. A decision will be made case-by-case, if in the *claims administrator's* discretion the alternate or extended *benefit* is in the best interest of the *member* and the *plan* or your authorized representative agree to the alternate or extended *benefit* in writing. A decision to provide extended *benefits* or approve alternate care in one case does not obligate the *plan* to provide the same *benefits* again to you or to any other *member*. The *claims administrator* reserves the right, at any time, to alter or stop providing extended *benefits* or approving alternate care. In such case, the *claims administrator* will notify you or your authorized representative in writing.

### Exceptions to the Utilization Review Program

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

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

The *claims administrator* also may identify certain *providers* to review for potential fraud, waste, abuse or other inappropriate activity if the claims data suggests there may be inappropriate billing practices. If a *provider* is selected under this program, then the *claims administrator* 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 by checking the *claims administrator's* online *provider* directory on the website at [www.anthemcom/ca/uc](http://www.anthemcom/ca/uc) or by calling Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

## **ELIGIBILITY, ENROLLMENT AND TERMINATION PROVISIONS**

The University establishes its own medical plan eligibility, enrollment and termination criteria based on the University of California Group Insurance Regulations and any corresponding Administrative Supplements.

### **Employees**

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the “Group Insurance Eligibility Fact Sheet for Employees and Eligible Family Members”. A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

### **Retirees**

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the “Group Insurance Eligibility Fact Sheet for Retirees and Eligible Family Members”. A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

## CONTINUATION OF COVERAGE

Most *employers* who employ 20 or more people on a typical business day are subject to The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). If the *employer* who provides coverage under the *plan* is subject to the federal law which governs this provision (Title X of P. L. 99-272), you may be entitled to continuation of coverage. Check with your *plan administrator* for details.

### DEFINITIONS

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

**Initial Enrollment Period** is the period of time following the original Qualifying Event, as indicated in the "Terms of COBRA Continuation" provisions below.

**Qualified Beneficiary** means: (a) a person enrolled for this COBRA continuation coverage who, on the day before the Qualifying Event, was covered under this *plan* as either a *member* or *dependent*; and (b) a child who is born to or placed for adoption with the *member* during the COBRA continuation period. Qualified Beneficiary does not include any person who was not enrolled during the Initial Enrollment Period, including any *dependents* acquired during the COBRA continuation period, with the exception of newborns and adoptees as specified above.

**Qualifying Event** means any one of the following circumstances which would otherwise result in the termination of your coverage under the *plan*. The events will be referred to throughout this section by number.

1. **For Members and Dependents:**

- a. The *member's* termination of employment, for any reason other than gross misconduct; or
- b. Loss of coverage under an *employer's* health plan due to a reduction in the *member's* work hours.

2. **For Retired Employees and their Dependents.** Cancellation or a substantial reduction of retiree *benefits* under the *plan* due to the *plan's* filing for Chapter 11 bankruptcy, provided that:

- a. The *plan* expressly includes coverage for retirees; and
- b. Such cancellation or reduction of *benefits* occurs within one *year* before or after the *plan's* filing for bankruptcy.

3. **For Dependents:**

- a. The death of the *member*;
- b. The *spouse's* divorce or legal separation from the *member*;
- c. The end of a *domestic partner's* partnership with the *member*;
- d. The end of a child's status as a *dependent* child, as defined by the *plan*; or
- e. The *member's* entitlement to Medicare.

### ELIGIBILITY FOR COBRA CONTINUATION

A *member* or *dependent* may choose to continue coverage under the *plan* if his or her coverage would otherwise end due to a Qualifying Event.

## TERMS OF COBRA CONTINUATION

**Notice.** The *plan administrator* will notify either the *member* or *dependent* of the right to continue coverage under COBRA, as provided below:

1. For Qualifying Events 1, or 2, the *plan administrator* will notify the *member* of the right to continue coverage.
2. For Qualifying Events 3(a) or 3(e) above, a *dependent* will be notified of the COBRA continuation right.
3. You must inform the *plan administrator* within 60 days of Qualifying Events 3(b), 3(c), or 3(d) above, if you wish to continue coverage. The *plan administrator*, in turn, will promptly give you official notice of the COBRA continuation right.

If you choose to continue coverage you must notify the *plan administrator* within 60 days of the date you receive notice of your COBRA continuation right. The COBRA continuation coverage may be chosen for all *dependents* within a family, or only for selected *dependent*.

If you fail to elect the COBRA continuation during the Initial Enrollment Period, you may not elect the COBRA continuation at a later date.

Notice of continued coverage, along with the initial required monthly contribution, must be delivered to us within 45 days after you elect COBRA continuation coverage.

**Additional Dependents.** A *spouse*, *domestic partner* or child acquired during the COBRA continuation period is eligible to be enrolled as a *dependent*. The standard enrollment provisions of the *plan* apply to enrollees during the COBRA continuation period.

**Cost of Coverage.** The *plan administrator* may require that you pay the entire cost of your COBRA continuation coverage. This cost, called the "required monthly contribution", must be remitted to the *plan administrator* each month during the COBRA continuation period in order to maintain the coverage in force.

Besides applying to the *member*, the *member's* rate will also apply to:

1. A *spouse* whose COBRA continuation began due to divorce, separation or death of the *member*;
2. A *domestic partner* whose COBRA continuation began due to the end of the domestic partnership or death of the *member*;
3. A child, if neither the *member* nor the *spouse* has enrolled for this COBRA continuation coverage (if more than one child is so enrolled, the required monthly contribution will be the two-party or three-party rate depending on the number of children enrolled); and
4. A child whose COBRA continuation began due to the person no longer meeting the *dependent* child definition.

**Subsequent Qualifying Events.** Once covered under the COBRA continuation, it's possible for a second Qualifying Event to occur. If that happens, a *member* or *dependent*, who is a Qualified Beneficiary, may be entitled to an extended COBRA continuation period. This period will in no event continue beyond 36 months from the date of the first qualifying event.

For example, a child may have been originally eligible for this COBRA continuation due to termination of the *member's* employment, and enrolled for this COBRA continuation as a Qualified Beneficiary. If, during the COBRA continuation period, the child reaches the upper age limit of the *plan*, the child is eligible for an extended continuation period which would end no later than 36 months from the date of the original Qualifying Event (the termination of employment).

**When COBRA Continuation Coverage Begins.** When COBRA continuation coverage is elected during the Initial Enrollment Period and the required monthly contribution is paid, coverage is reinstated back to the date of the original Qualifying Event, so that no break in coverage occurs.

For *dependents* properly enrolled during the COBRA continuation, coverage begins according to the enrollment provisions of the *plan*.

**When the COBRA Continuation Ends.** This COBRA continuation will end on the earliest of:

1. The end of 18 months from the Qualifying Event, if the Qualifying Event was termination of employment or reduction in work hours;\*
2. The end of 36 months from the Qualifying Event, if the Qualifying Event was the death of the *member*, divorce or legal separation, the end of a domestic partnership, or the end of *dependent* child status;\*
3. The end of 36 months from the date the *member* became entitled to Medicare, if the Qualifying Event was the *member's* entitlement to Medicare. If entitlement to Medicare does not result in coverage terminating and Qualifying Event 1 occurs within 18 months after Medicare entitlement, coverage for Qualified Beneficiaries other than the *member* will end 36 months from the date the *member* became entitled to Medicare;
4. The date the *plan* terminates;
5. The end of the period for which required monthly contributions are last paid;
6. The date, following the election of COBRA, the *member* first becomes covered under any other group health plan; or
7. The date, following the election of COBRA, the *member* first becomes entitled to Medicare. However, entitlement to Medicare will not preclude a person from continuing coverage which the person became eligible for due to Qualifying Event 2.

Subject to the *plan* remaining in effect, a retired *employee* whose COBRA continuation coverage began due to Qualifying Event 2 may be covered for the remainder of his or her life; that person's covered *dependents* may continue coverage for 36 months after the *member's* death. However, coverage could terminate prior to such time for either *member* or *dependent* in accordance with items 4, 5 or 6 above.

**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. 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).

## **EXTENSION OF CONTINUATION DURING TOTAL DISABILITY**

If at the time of termination of employment or reduction in hours, or at any time during the first 60 days of the COBRA continuation, a Qualified Beneficiary is determined to be disabled for Social Security purposes, all covered *members* may be entitled to up to 29 months of continuation coverage after the original Qualifying Event.

**Eligibility for Extension.** To continue coverage for up to 29 months from the date of the original Qualifying Event, the disabled *member* must:

1. Satisfy the legal requirements for being totally and permanently disabled under the Social Security Act; and
2. Be determined and certified to be so disabled by the Social Security Administration.

**Notice.** The *member* must furnish the *plan administrator* with proof of the Social Security Administration's determination of disability during the first 18 months of the COBRA continuation period and no later than 60 days after the later of the following events:

1. The date of the Social Security Administration's determination of the disability;
2. The date on which the original Qualifying Event occurs;
3. The date on which the Qualified Beneficiary loses coverage; or
4. The date on which the Qualified Beneficiary is informed of the obligation to provide the disability notice.

**Cost of Coverage.** For the 19th through 29th months that the total disability continues, the cost for the extended continuation coverage must be remitted to us. This cost (called the "required monthly contribution") shall be subject to the following conditions:

1. If the disabled *member* continues coverage during this extension, this charge shall be **150%** of the applicable rate for the length of time the disabled *member* remains covered, depending upon the number of covered *dependents*. If the disabled *member* does not continue coverage during this extension, this charge shall remain at **102%** of the applicable rate.
2. The cost for extended continuation coverage must be remitted to us each month during the period of extended continuation coverage. We must receive timely payment of the required monthly contribution in order to maintain the extended continuation coverage in force.
3. You may be required to pay the entire cost of the extended continuation coverage.

If a second Qualifying Event occurs during this extended continuation, the total COBRA continuation may continue for up to 36 months from the date of the first Qualifying Event. The required monthly contribution shall then be **150%** of the applicable rate for the 19th through 36th months if the disabled *member* remains covered. The charge will be **102%** of the applicable rate for any periods of time the disabled *member* is not covered following the 18th month.

**When The Extension Ends.** This extension will end at the earlier of:

1. The end of the month following a period of 30 days after the Social Security Administration's final determination that you are no longer totally disabled;
2. The end of 29 months from the Qualifying Event\*;
3. The date the *plan* terminates;
4. The end of the period for which required monthly contributions are last paid;
5. The date, following the election of COBRA, the *member* first becomes covered under any other group health plan; or
6. The date, following the election of COBRA, the *member* first becomes entitled to Medicare. However, entitlement to Medicare will not preclude a person from continuing coverage which the person became eligible for due to Qualifying Event 2.

You must inform the *plan administrator* within 30 days of a final determination by the Social Security Administration that you are no longer totally disabled.



## GENERAL PROVISIONS

**Providing of Care.** We are not responsible for providing any type of *hospital*, medical or similar care, nor are we responsible for the quality of any such care received.

**Independent Contractors.** The *claims administrator's* relationship with *providers* is that of an independent contractor. *Physicians*, and other health care professionals, *hospitals*, *skilled nursing facilities* and other community agencies are not the *claims administrator's* agents nor are they, or any of their *employees*, an *employee* or agent of any *hospital*, medical group or medical care *provider* of any type.

**Non-Regulation of Providers.** The *benefits* of this *plan* do not regulate the amounts charged by *providers* of medical care, except to the extent that the rates for *covered services* are regulated with *Anthem Prudent Buyer PPO Providers*.

### 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.

#### Inter-Plan Arrangements Eligibility – Claim Types

Most claim types are eligible to be processed through Inter-Plan Arrangements, as described above. Examples of claims that are not included are prescription drugs that you obtain from a pharmacy and most dental or vision *benefits*.

#### A. BlueCard® Program

Under the BlueCard® Program, when you receive *covered services* within the geographic area served by a Host Blue, we will still fulfill *our* contractual obligations. But, the Host Blue is responsible for: (a) contracting with its providers; and (b) handling its interactions with those providers.

When you receive *covered services* outside the Anthem Blue Cross Service Area and the claim is processed through the BlueCard Program, the amount you pay is calculated based on the lower of:

- The billed charges for *covered services*; or
- The negotiated price that the Host Blue makes available to *the claims administrator*.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Blue pays to the provider. Sometimes, it is an estimated price that takes into account special arrangements with that provider. Sometimes, such an arrangement may be an average price, based on a discount that results in expected average savings for services provided by similar types of providers. Estimated and average pricing arrangements may also involve types of settlements, incentive payments and/or other credits or charges.

Estimated pricing and average pricing also take into account adjustments to correct for over- or underestimation of past pricing of claims, as noted above. However, such adjustments will not affect the price we used for your claim because they will not be applied after a claim has already been paid.

## **B. Negotiated (non–BlueCard Program) Arrangements**

With respect to one or more Host Blues, instead of using the BlueCard Program, Anthem Blue Cross may process your claims for *covered services* through Negotiated Arrangements for National Accounts.

The amount you pay for *covered services* under this arrangement will be calculated based on the lower of either billed charges for *covered services* or the negotiated price (refer to the description of negotiated price under Section A. BlueCard Program) made available to Anthem Blue Cross by the Host Blue.

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

### **BlueCard® Program**

If you receive *covered services* under a Value-Based Program inside a Host Blue's Service Area, you will not be responsible for paying any of the *provider* Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Anthem Blue Cross through average pricing or fee schedule adjustments. Additional information is available upon request.

Value-Based Programs: Negotiated (non–BlueCard Program) Arrangements

If Anthem Blue Cross has entered into a Negotiated Arrangement with a Host Blue to provide Value-Based Programs to the group on your behalf, Anthem Blue Cross will follow the same procedures for Value-Based Programs administration and Care Coordinator Fees as noted above for the BlueCard Program.

## **D. Inter-Plan Programs: Federal/State Taxes/Surcharges/Fees**

Federal or state laws or regulations may require a surcharge, tax or other fee. If applicable, we will include any such surcharge, tax or other fee as part of the claim charge passed on to you.

## **E. Non-participating Providers Outside Our Service Area**

### **1. Allowed Amounts and Member Liability Calculation**

When *covered services* are provided outside of Anthem Blue Cross's Service Area by non-participating providers, we may determine *benefits* and make payment based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount you pay for such services as a *deductible* or *copayment* will be based on that allowed amount. Also, you may be responsible for the difference between the amount that the non-participating *provider* bills and the payment we will make for the *covered services* as set forth in this paragraph. Federal or state law, as applicable, will govern payments for out-of-network *emergency services*.

### **2. Exceptions**

In certain situations, we may use other pricing methods, such as billed charges or the pricing we would use if the healthcare services had been obtained within the Anthem Blue Cross Service Area, or a special negotiated price to determine the amount we will pay for services provided by non-participating providers. In these situations, you may be liable for the difference between the amount that the non-participating *provider* bills and the payment we make for the *covered services* as set forth in this paragraph.

## **F. Blue Cross Blue Shield Global Core® Program**

*Benefits* will also be provided for *emergency* and non-*emergency covered services* received outside of the United States, Puerto Rico, and U.S. Virgin Islands. If you live or plan to travel outside the United States, call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) to find out your Blue Cross Blue Shield Global Core *benefits*. *Benefits* for services received outside of the United States may be different from services received in the United States. Remember to take an up to date health ID card with you.

When you are traveling abroad and need medical care, you can call the Blue Cross Blue Shield Global Core Service Center any time. They are available 24 hours a day, seven days a week. The toll free number is **(800) 810-BLUE (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 UTILIZATION REVIEW PROGRAM section in this booklet for further information. You can learn how to get pre-authorization when you need to be admitted to the *hospital* for *emergency* or non-*emergency* care.

### **How Claims are Paid with Blue Cross Blue Shield Global Core**

In most cases, when you arrange inpatient *hospital* care with Blue Cross Blue Shield Global Core, claims will be filed for you. The only amounts that you may need to pay up front are any *copayment* or *deductible* amounts that may apply.

You will typically need to pay for the following services up front:

- Physician services;
- Inpatient *hospital* care not arranged through Blue Cross Blue Shield Global Core; and
- Outpatient services.

You will need to file a claim form for any payments made up front.

When you need Blue Cross Blue Shield Global Core claim forms you can get international claims forms in the following ways:

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

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

### **Terms of Coverage**

1. In order for you to be entitled to *benefits* under the *plan*, both the *plan* and your coverage under the *plan* must be in effect on the date the expense giving rise to a claim for *benefits* is *incurred*.
2. The *benefits* to which you may be entitled will depend on the terms of coverage in effect on the date the expense giving rise to a claim for *benefits* is *incurred*. An expense is *incurred* on the date you receive the service or supply for which the charge is made.
3. The *plan* is subject to amendment, modification or termination according to the provisions of the *plan* without your consent or concurrence.

**Nondiscrimination.** No person who is eligible to enroll will be refused enrollment based on health status, health care needs, genetic information, previous medical information, disability, sexual orientation or identity, gender, or age.

**Protection of Coverage.** The *plan administrator* does not have the right to cancel your coverage under this *plan* while: (1) this *plan* is in effect; (2) you are eligible; and (3) your required monthly contributions are paid according to the terms of the *plan*.

**Free Choice of Provider.** This *plan* in no way interferes with your right as a *member* entitled to *hospital benefits* to select a *hospital*. You may choose any *physician* who holds a valid *physician* and surgeon's certificate and who is a member of, or acceptable to, the attending staff and board of directors of the *hospital* where services are received. You may also choose any other health care professional or facility which provides care covered under this *plan*, and is properly licensed according to appropriate state and local laws. However, your choice may affect the *benefits* payable according to this *plan*.

**Provider Reimbursement.** *Physicians* and other professional *providers* are paid on a fee-for-service basis, according to an agreed schedule. A participating *physician* may, after notice from the *claims administrator*, be subject to a reduced negotiated rate in the event the participating *physician* fails to make routine referrals to *Anthem Prudent Buyer PPO Providers*, except as otherwise allowed (such as for *emergency services*). *Hospitals* and other health care facilities may be paid either a fixed fee or on a discounted fee-for-service basis.

Other forms of payment arrangement are Payment Innovation Programs. These programs may include financial incentives to help improve quality of care and promote the delivery of health care services in a cost-efficient manner. The programs may vary in methodology and subject area of focus and may be modified by the *plan administrator* from time to time, but they will be generally designed to tie a certain portion of an *Anthem Prudent Buyer PPO Provider's* total compensation to pre-defined quality, cost, efficiency or service standards or metrics. In some instances, *Anthem Prudent Buyer PPO Provider* may be required to make payment to the *plan* under the program as a consequence of failing to meet these pre-defined standards. The programs are not intended to affect the *member's* access to health care. The program payments are not made as payment for specific *covered services* provided to the *member*, but instead, are based on the *Anthem Prudent Buyer PPO Provider's* achievement of these pre-defined standards. The *member* is not responsible for any *copayment* amounts related to payments made by the *plan* or to the *plan* under the programs and the *member* does not share in any payments made by *Anthem Prudent Buyer PPO Providers* to the *plan* under the programs.

**Availability of Care.** If there is an epidemic or public disaster and you cannot obtain care for *covered services*, we refund the unearned part of the required monthly contribution paid. A written request for that refund and satisfactory proof of the need for care must be sent to us within 31 days. This payment fulfills our obligation under this *plan*.

**Medical Necessity.** The *benefits* of this *plan* are provided only for services which the *claims administrator* determines to be *medically necessary*. The services must be ordered by the attending *physician* for the direct care and treatment of a covered condition. They must be standard medical practice where received for the condition being treated and must be legal in the United States. The process used to authorize or deny health care services under this *plan* is available to you upon request.

**Expense in Excess of Benefits.** We are not liable for any expense you incur in excess of the *benefits* of this *plan*.

**Benefits Not Transferable.** Only the *member* is entitled to receive *benefits* under this *plan*. The right to *benefits* cannot be transferred.

**Notice of Claim.** You must send the *claims administrator* properly and fully completed claim forms within 90 days of the date you receive the service or supply for which a claim is made. If it is not reasonably possible to submit the claim within that time frame, an extension of up to 12 months will be allowed. The *plan administrator* is not liable for the *benefits* of the *plan* if you do not file claims within the required time period. The *plan administrator* will not be liable for *benefits* if the *claims administrator* does not receive written proof of loss on time.

Services received and charges for the services must be itemized, and clearly and accurately described. Claim forms must be used; canceled checks or receipts are not acceptable.

To obtain a claim form you or someone on your behalf may call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) or go to the website at [www.anthem.com/ca/uc](http://www.anthem.com/ca/uc) and download and print one.

**Payment to Providers.** The *benefits* of this *plan* will be paid directly to *Anthem Prudent Buyer PPO Providers* and medical transportation providers. If you or one of your *dependents* receives services from *Out-of-Network Providers*, payment may be made directly to the *member* and you will be responsible for payment to the provider. Any assignment of *benefits*, even if assignment includes the provider's right to receive payment, is void unless an *authorized referral* has been approved by the *claims administrator*. The *plan* will pay other *providers* of service directly when *emergency services* and care are provided to you or one of your *dependents*. The *plan* will continue such direct payment until the *emergency* care results in stabilization. If you are a MediCal beneficiary and you assign *benefits* in writing to the State Department of

Health Services, the *benefits* of this *plan* will be paid to the State Department of Health Services. These payments will fulfill the *plan's* obligation to you for those *covered services*.

**Care Coordination.** The *plan* pays *Anthem Prudent Buyer PPO Providers* in various ways to provide *covered services* to you. For example, sometimes *Anthem Prudent Buyer PPO Providers* are paid a separate amount for each *covered service* they provide. The *plan* may also pay one amount for all *covered services* related to treatment of a medical condition. Other times, a periodic, fixed pre-determined amount may be paid to cover the costs of *covered services*. In addition, the *plan* may pay *Anthem Prudent Buyer PPO Providers* financial incentives or other amounts to help improve quality of care and/or promote the delivery of health care services in a cost-efficient manner, or compensate *Anthem Prudent Buyer PPO Providers* for coordination of your care. In some instances, *Anthem Prudent Buyer PPO Providers* may be required to make payment to the *plan* because they did not meet certain standards. You do not share in any payments made by *Anthem Prudent Buyer PPO Providers* to the *plan* under these programs.

**Right of Recovery.** Whenever payment has been made in error, the *claims administrator* will have the right to recover such payment from you or, if applicable, the provider, in accordance with applicable laws and regulations. In the event the *claims administrator* recovers a payment made in error from the provider, except in cases of fraud or misrepresentation on the part of the provider, the *claims administrator* will only recover such payment from the *provider* within 365 days of the date the payment was made on a claim submitted by the provider. The *claims administrator* reserves the right to deduct or offset any amounts paid in error from any pending or future claim.

Under certain circumstances, if the *claims administrator* pays your healthcare *provider* amounts that are your responsibility, such as *deductibles* or *copayments*, the *claims administrator* may collect such amounts directly from you. You agree that the *claims administrator* has the right to recover such amounts from you.

The *claims administrator* has oversight responsibility for compliance with *provider* and vendor and subcontractor contracts. The *claims administrator* 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.

The *claims administrator* has 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. The *claims administrator* will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. The *claims administrator* may not provide you with notice of overpayments made by the *plan* or you if the recovery method makes providing such notice administratively burdensome.

**Plan Administrator - COBRA.** In no event will the *claims administrator* be plan administrator for the purposes of compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA). The term "*plan administrator*" refers to Regents of The University of California or to a person or entity other than the *claims administrator*, engaged by to perform or assist in performing administrative tasks in connection with the *plan*. In providing notices and otherwise performing under the CONTINUATION OF COVERAGE section of this *benefit booklet*, the *plan administrator* is fulfilling statutory obligations imposed on it by federal law and, where applicable, acting as your agent.

**Workers' Compensation Insurance.** The *plan* does not affect any requirement for coverage by workers' compensation insurance. It also does not replace that insurance.

**Prepayment Fees.** The *plan administrator* may require that you contribute all or part of the costs of the required monthly contributions. Please consult your *plan administrator* for details.

**Financial Arrangements with Providers.** The *claims administrator* or an affiliate has contracts with certain health care *providers* and suppliers (hereafter referred to together as "Providers" in this section) for the provision of and payment for health care services rendered to its members and members entitled to health care benefits under individual certificates and group policies or contracts to which *claims administrator* or an affiliate is a party, including all persons covered under the *plan*.

Under the above-referenced contracts between Providers and *claims administrator* or an affiliate, the negotiated rates paid for certain medical services provided to persons covered under the *plan* may differ from the rates paid for persons covered by other types of products or programs offered by the *claims administrator* or an affiliate for the same medical services. In negotiating the terms of the *plan*, the *plan administrator* was aware that the *claims administrator* or its affiliates offer several types of products and programs. The *members* and *plan administrator* are entitled to receive the *benefits* of only those discounts, payments, settlements, incentives, adjustments and/or allowances specifically set forth in the *plan*.

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

**Transition Assistance for New Members:** Transition Assistance is a process that allows for completion of *covered services* for new *members* receiving services from an *out-of network provider*. If you are a new *member*, you may request Transition Assistance if any one of the following conditions applies:

1. 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.
2. 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 the *claims administrator* in consultation with you and the *out-of network provider* and consistent with good professional practice. Completion of *covered services* shall not exceed twelve (12) months from the time you enroll in this *plan*.
3. 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.
4. 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.
5. 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 in this *plan*.
6. Performance of a surgery or other procedure that the *claims administrator* have 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 in this *plan*.

Please contact Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) to request Transition Assistance or to obtain 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*.

You will be notified 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* and *copayments* under the *plan*. Financial arrangements with *out-of network providers* are negotiated on a case-by-case basis. The *out-of network provider* will be asked to agree to accept reimbursement and contractual requirements that apply to *Anthem Prudent Buyer PPO Providers*, including payment terms. If the *out-of network provider* does not agree to accept said reimbursement and contractual requirements, the *out-of network provider's* services will not be continued. If you do not meet the criteria for Transition Assistance, you are afforded due process including having a *physician* review the request.

**Continuity of Care after Termination of Provider:** Subject to the terms and conditions set forth below, *benefits* will be provided at the *Anthem Prudent Buyer PPO Provider* level for *covered services* (subject to applicable *copayments*, *deductibles* and other terms) received from a *provider* at the time the provider's contract with the *claims administrator* terminates (unless the provider's contract terminates for reasons of medical disciplinary cause or reason, fraud, or other criminal activity).

You must be under the care of the *Anthem Prudent Buyer PPO Provider* at the time the provider's contract terminates. The terminated *provider* must agree in writing to provide services to you in accordance with the terms and conditions of his or her agreement with the *claims administrator* prior to termination. The *provider* must also agree in writing to accept the terms and reimbursement rates under his or her agreement with the *claims administrator* prior to termination. If the *provider* does not agree with these contractual terms and conditions, the provider's services will not be continued beyond the contract termination date.

*Benefits* for the completion of *covered services* by a terminated *provider* will be provided only for the following conditions:

1. 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.
2. 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 the *claims administrator* in consultation with you and the terminated *provider* and consistent with good professional practice. Completion of *covered services* shall not exceed twelve (12) months from the date the provider's contract terminates.
3. 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.
4. 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.
5. 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 provider's contract terminates.
6. Performance of a surgery or other procedure that the *claims administrator* has 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 provider's contract terminates.

Such *benefits* will not apply to *providers* who have been terminated due to medical disciplinary cause or reason, fraud, or other criminal activity.

Please contact Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) to request continuity of care or to obtain a copy of the written policy. Eligibility is based on your clinical condition and is not determined by diagnostic classifications. Continuity of care does not provide coverage for services not otherwise covered under the *plan*.

You will be notified by telephone, and the *provider* 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* and *copayments* under the *plan*. Financial arrangements with terminated *providers* are negotiated on a case-by-case basis. The terminated *provider* will be asked to agree to accept reimbursement and contractual requirements that apply to *Anthem Prudent Buyer PPO Providers*, including payment terms. If the terminated *provider* does not agree to accept the same reimbursement and contractual requirements, that provider's services will not be continued. If you disagree with the determination regarding continuity of care, you may file complaint as described in the COMPLAINT NOTICE.

**Voluntary Clinical Quality Programs.** The *claims administrator* may offer additional opportunities to assist you in obtaining certain covered preventive or other care (e.g., well child check-ups or certain laboratory screening tests) that you have not received in the recommended timeframe. These opportunities are called voluntary clinical quality programs. They are designed to encourage you to get certain care when you need it and are separate from *covered services* under your *plan*. These programs are not guaranteed and could be discontinued at any time. The *claims administrator* will give you the choice and if you choose to participate in one of these programs, and obtain the recommended care within the program's timeframe, you may receive incentives such as gift cards or retailer coupons, which we encourage you to use for health and wellness related activities or items. Under other clinical quality programs, you may receive a home test kit that allows you to collect the specimen for certain covered laboratory tests at home and mail it to the laboratory for processing. You may also be offered a home visit appointment to collect such specimens and complete biometric screenings. You may need to pay any cost shares that normally apply to such covered laboratory tests (e.g., those applicable to the laboratory processing fee) but will not need to pay for the home test kit or the home visit. If you have any questions about whether receipt of a gift card or retailer coupon results in taxable income to you, we recommend that you consult your tax advisor.

**Voluntary Wellness Incentive Programs.** The *claims administrator* may offer health or fitness related program options for purchase by the *plan administrator* to help you achieve your best health. These programs are not *covered services* under your plan, but are separate components, which are not guaranteed under this *plan* and could be discontinued at any time. If the *plan administrator* has selected one of these options to make available to all *employees*, you may receive incentives such as gift cards by participating in or completing such voluntary wellness promotion programs as health assessments, weight management or tobacco cessation coaching. Under other options the *plan administrator* may select, you may receive such incentives by achieving specified standards based on health factors under wellness programs that comply with applicable law. If you think you might be unable to meet the standard, you might qualify for an opportunity to earn the same reward by different means. You may contact Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) and the *claims administrator* will work with you (and, if you wish, your *physician*) to find a wellness program with the same reward that is right for you in light of your health status. If you receive a gift card as a wellness reward and use it for purposes other than for qualified medical expenses, this may result in taxable income to you. For additional guidance, please consult your tax advisor.

**Program Incentives.** The *plan administrator* may offer incentives from time to time at its discretion in order to introduce you to new programs and services available under this *plan*. The purpose of these incentives include, but is not limited to, making you aware of cost effective *benefit* options or services, helping you achieve your best health, and encouraging you to update member-related information. These incentives may be offered in various forms such as retailer coupons, gift cards and health-related merchandise. Acceptance of these incentives is voluntary as long as the *plan* offers the incentives program. The *plan administrator* may discontinue an incentive for a particular new service or program at any time. If you have any questions about whether receipt of an incentive or retailer coupon results in taxable income to you, please consult your tax advisor.



## Plan Notice of Privacy Practices for Claims Administrator\*

### Notice of Privacy Practices

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is a federal law governing the privacy of individually identifiable health information. The *claims administrator* is required by HIPAA to notify you of the availability of its Notice of Privacy Practices. The notice describes the privacy practices, legal duties and your rights concerning your Protected Health Information. The *claims administrator* must follow the privacy practices described in the notice while it is in effect (it will remain in effect unless and until the *claims administrator* publishes and issues a new notice).

The *claims administrator* may collect, use and share your Protected Health Information (PHI) for the following reasons and others as allowed or required by law, including the HIPAA Privacy Rule:

For payment: use and share PHI to manage your account or *benefits*; or to pay claims for health care you get through your *plan*.

For health care operations: use and share PHI for health care operations.

For treatment activities: do not provide treatment. This is the role of a health care provider, such as your doctor or a *hospital*. Examples of ways the *claims administrator* uses your information for payment, treatment and health care operations:

- keep information about your premium and *deductible* payments.
- may give information to a doctor's office to confirm your *benefits*.
- may share explanation of *benefits* (EOB) with the *member* of your *plan* for payment purposes.
- may share PHI with your health care *provider* so that the *provider* may treat you.
- may use PHI to review the quality of care and services you get.
- may use PHI to provide you with case management or care coordination services for conditions like asthma, diabetes or traumatic injury.
- may also use and share PHI directly or indirectly with or through health information exchanges for payment, health care operations and treatment. If you do not want your PHI to be shared for payment, health care operations, or treatment purposes in health information exchanges, please visit [anthem.com/health-insurance/about-us/privacy](https://www.anthem.com/health-insurance/about-us/privacy) for more information.

The *claims administrator*, including our affiliates or vendors, may call or text any telephone numbers provided by you using an automated telephone dialing system and/or a prerecorded message. Without limitation, these calls may concern treatment options, other health-related *benefits* and services, enrollment, payment, or billing.

You may obtain a full copy of the Notice of Privacy Practices at <https://www.anthem.com/ca/health-insurance/about-us/privacy> or you may contact Anthem Health Guide toll-free at (844) 437-0486, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

**\*Business Associate to the UC CORE Plan**

### Notice of Privacy Practice for Plan

A copy of the University of California Healthcare Plan Notice of Privacy Practices- Self-Funded Plans (Notice) that applies to your *plan* can be found at [ucal.us/hipaa](http://ucal.us/hipaa) or you may obtain a paper copy of the UC Notice by calling the UC Healthcare Plan Privacy Office at 800-888-8267, press 1.

## BINDING ARBITRATION

A dispute regarding a claim for *benefits*, including prescription drug benefits administered as a *covered service*, must proceed first through the claims process described in YOUR RIGHT TO APPEALS section before any further legal action can be taken with respect to that claim. Otherwise any dispute or claim, of whatever nature, including a claim for *benefits* that has completed the internal appeals process, that arises out of, in connection with, or in relation to this *plan*, 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 BINDING 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 the *plan administrator* agree to be bound by this Binding Arbitration provision and acknowledge that they are each giving up their right to a trial by court or jury.

The *member* and the *plan administrator* agree to give up the right to participate in class arbitration 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 the *plan administrator* and the *plan administrator* 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 begun by the *member* making written demand on the *plan administrator*. 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 mutual agreement of the *member* and the *plan administrator*, or by order of the court, if the *member* and the *plan administrator* cannot agree that has completed the internal appeals process.

## DEFINITIONS

The meanings of key terms used in this booklet are shown below. Whenever any of the key terms shown below appear, it will appear in italicized letters. When any of the terms below are italicized in this booklet, you should refer to this section.

***Accidental injury*** is physical harm or disability which is the result of a specific unexpected incident caused by an outside force. The physical harm or disability must have occurred at an identifiable time and place. *Accidental injury* does not include illness or infection, except infection of a cut or wound.

***Ambulatory surgical center*** is a freestanding outpatient surgical facility. It must be licensed as an outpatient clinic according to state and local laws and must meet all requirements of an outpatient clinic providing surgical services. It must also meet accreditation standards of the Joint Commission on Accreditation of Health Care Organizations or the Accreditation Association of Ambulatory Health Care.

***Anthem Prudent Buyer PPO Provider*** is one of the following *providers* or other licensed health care professionals who have a Prudent Buyer Plan Participating Provider Agreement in effect with the *claims administrator* or is participating in a Blue Cross and/or Blue Shield Plan at the time services are rendered:

- *A hospital*
- *A physician*
- *An ambulatory surgical center*
- *A home health agency*
- *A facility which provides diagnostic imaging services*
- *A durable medical equipment outlet*
- *A skilled nursing facility*
- *A clinical laboratory*
- *A home infusion/home injection therapy provider*
- *An urgent care center*
- *Centers for Medical Excellence (CME)*
- *Blue Distinction Centers for Specialty Care (BDCSC)*
- *A retail health clinic*
- *A hospice*
- *A licensed ambulance company*
- *A licensed qualified autism service provider*

*Anthem Prudent Buyer PPO Providers* agree to accept the *maximum allowed amount* as payment for covered services. A directory of *Anthem Prudent Buyer PPO Provider* is available upon request.

***Authorized referral*** occurs when you, because of your medical needs, require the services of a specialist who is an *out-of network provider*, or require special services, but only when the referral has been authorized by the *claims administrator* before services are rendered and when the following conditions are met:

1. there is no *Anthem Prudent Buyer PPO Provider* who practices in the appropriate specialty, or has the necessary facilities;
2. that meets the adequacy and accessibility requirements of state or federal law.
3. the *member* is referred to *hospital* or *physician* that does not have an agreement with Anthem for a covered service by an *Anthem Prudent Buyer PPO Provider*.

*Benefits* for *medically necessary* and appropriate *authorized referral* services received from an *Out-of Network Provider* will be payable as shown in the Medical Benefit Summary Notes.

You or your *physician* must call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) prior to scheduling an admission to, or receiving the services of an *Out-of-Network Provider*.

Such *authorized referrals* are not available to bariatric surgical services. These services are only covered when performed at a designated bariatric *BDCSC*.

**Balance billed** is when a *provider* bills you for the difference between the amount it charges and the amount that the *plan* will pay.

**Bariatric BDCSC coverage area** is the area within the 50-mile radius surrounding a designated bariatric *BDCSC*.

**Benefit** is a *benefit* provided to eligible *members* under the *plan* consistent with any terms and conditions stated in the *plan*.

**Benefit booklet (benefit booklet)** is this written description of the *benefits* provided under the *plan*.

**Blue Distinction Centers for Specialty Care (BDCSC)** are health care *providers* designated by the *claims administrator* as a selected facility for specified medical services. A *provider* participating in a *BDCSC* network has an agreement in effect with the *claims administrator* at the time services are rendered or is available through their affiliate companies or *our* relationship with the Blue Cross and Blue Shield Association. *BDCSC* agree to accept the *maximum allowed amount* as payment in full for *covered services*.

An *Anthem Prudent Buyer PPO Provider* in the Prudent Buyer Plan network or the Blue Cross and/or Blue Shield Plan is not necessarily a *BDCSC* facility.

**Centers of Medical Excellence (CME)** are health care *providers* designated by the *claims administrator* as a selected facility for specified medical services. A *provider* participating in a *CME* network has an agreement in effect with the *claims administrator* at the time services are rendered or is available through their affiliate companies or their relationship with the Blue Cross and Blue Shield Association. *CME* agree to accept the *maximum allowed amount* as payment in full for *covered services*.

An *Anthem Prudent Buyer PPO Provider* in the Prudent Buyer Plan network or the Blue Cross and/or Blue Shield Plan is not necessarily a *CME* facility.

**Chiropractic services** means medically necessary care by means of adjustment of the spine (to correct a subluxation) performed by a legally licensed chiropractor pursuant to the terms of their license. (Subluxation is a term used in the chiropractic field to describe what happens when one of the vertebrae in your spine moves out of position.)

**Claims administrator** refers to Anthem Blue Cross Life and Health Insurance Company. On behalf of Anthem Blue Cross Life and Health Insurance Company, Anthem Blue Cross shall perform all administrative services in connection with the processing of claims under the *plan*.

**Copayment** is the dollar amount or percentage of the *maximum allowed amount* unless otherwise specified that a *member* is required to pay for specific *covered services* after meeting any applicable *deductible*. See page 35 under YOUR MEDICAL BENEFITS section.

**Covered services** are those *medically necessary* services and supplies associated with a *benefit* under the *plan*.

**Creditable coverage** is any individual or group plan that provides medical, hospital and surgical coverage, including continuation coverage, coverage under Medicare or Medicaid, TRICARE, the Federal Employees Health Benefits Program, programs of the Indian Health Service or of a tribal organization, a state health benefits risk pool, coverage through the Peace Corps, the State Children's Health Insurance Program, or a public health plan established or maintained by a state, the United States government, or a foreign country. *Creditable coverage* does not include accident only, credit, coverage for on-site medical clinics, disability income, coverage only for a specified disease or condition, hospital indemnity or other fixed indemnity insurance, Medicare supplement, long-term care insurance, dental, vision, workers' compensation insurance, automobile insurance, no-fault insurance, or any medical coverage designed to supplement other

private or governmental plans. *Creditable coverage* is used to set up eligibility rules for children who cannot get a self-sustaining job due to a physical or mental condition. In addition, eligible children were covered under one of the above types of health coverage on his or her own and not as a *dependent* child.

If your prior coverage was through an *employer*, you will receive credit for that coverage if it ended because your employment ended, the availability of medical coverage offered through employment or sponsored by the *employer* terminated, or the *employer's* contribution toward medical coverage terminated, and any lapse between the date that coverage ended and the date you become eligible under this *plan* is no more than 180 days (not including any waiting period imposed under this *plan* by the *employer*).

If your prior coverage was not through an *employer*, you will receive credit for that coverage if any lapse between the date that coverage ended and the date you become eligible under this *plan* is no more than 63 days (not including any waiting period imposed under this *plan* by the *employer*).

**Custodial care** is care provided primarily to meet 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 administration of medicine which is usually self-administered or any other care which does not require continuing services of medical personnel.

If *medically necessary*, *benefits* will be provided for feeding (by tube or gastrostomy) and suctioning.

**Day treatment center** is an outpatient psychiatric facility which is licensed according to state and local laws to provide outpatient programs and treatment of *mental health conditions* or substance abuse under the supervision of *physicians*.

**Deductible** is the *calendar year* amount which you must pay for specific *covered services* that are a *benefit* of the *plan* before you become entitled to receive *benefit* payments from the *plan* for those services. See page 35 under YOUR MEDICAL BENEFITS section.

**Dependent** as defined in the "Eligible Family Members" section of the "Group Insurance Eligibility Fact Sheet for Employees (or Retirees) and Eligible Family Members". A copy of this factsheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

**Domestic partner** as defined in the "Eligible Family Members" section of the "Group Insurance Eligibility Fact Sheet for Employees (or Retirees) and Eligible Family Members". A copy of this factsheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

**Effective date** is the date your coverage begins under this *plan*.

**Emergency** is a sudden, serious, and unexpected acute illness, injury, or condition (including without limitation sudden and unexpected severe pain), or a *psychiatric emergency medical condition*, which the *member* reasonably perceives, could permanently endanger health if medical treatment is not received immediately. Final determination as to whether services were rendered in connection with an emergency will rest solely with the *claims administrator*.

**Emergency services** are services provided in connection with the initial treatment of a medical or psychiatric *emergency* or active labor.

**Employee** is an *individual* who meets the eligibility requirements established by the Employer and accepted by the *claims administrator*.

**Employer** is the Regents of the University of California and its affiliate, Hastings College of Law

**Experimental** procedures are those that are mainly limited to laboratory and/or animal research.

**Family member** is the *member* and all enrolled *dependents*.

**Home health agencies** are home health care *providers* which are licensed according to state and local laws to provide skilled nursing and other services on a visiting basis in your home, and recognized as home health *providers* under Medicare and/or accredited by a recognized accrediting agency such as the Joint Commission on the Accreditation of Healthcare Organizations.

**Hospice** is an agency or organization providing a specialized form of interdisciplinary health care that provides palliative care (pain control and symptom relief) and alleviates the physical, emotional, social, and spiritual discomforts of a terminally ill person, as well as providing supportive care to the primary caregiver and the patient's family. A *hospice* must be: currently licensed as a *hospice* pursuant to Health and Safety Code section 1747 or a licensed *home health agency* with federal Medicare certification pursuant to Health and Safety Code sections 1726 and 1747.1. A list of hospices meeting these criteria is available upon request.

**Hospital** is a facility which provides diagnosis, treatment and care of persons who need acute inpatient *hospital* care under the supervision of *physicians*. It must be licensed as a general acute care *hospital* according to state and local laws. It must also be registered as a general *hospital* by the American Hospital Association and meet accreditation standards of the Joint Commission on Accreditation of Health Care Organizations.

For the limited purpose of inpatient care, the definition of *hospital* also includes: (1) *psychiatric health facilities* (only for the acute phase of a *mental health conditions* or substance abuse), and (2) *residential treatment centers*.

**Incurred** is a charge that will be considered *incurred* on the date the particular services or supply which gives rise to it is provided or obtained.

**Infertility** is: (1) the presence of a condition recognized by a *physician* as a cause of *infertility*; or (2) the inability to conceive a pregnancy or to carry a pregnancy to a live birth after a *year* or more of regular sexual relations without contraception or after 3 cycles of artificial insemination.

**Infusion therapy provider / injectable therapy provider** is a *provider* licensed according to state and local laws as a pharmacy, and must be either certified as a home health care *provider* by Medicare, or accredited as a home pharmacy by the Joint Commission on Accreditation of Health Care Organizations.

**In-Network Provider** refers to a *provider* who has contracted with the *claims administrator* to accept payment, plus any applicable *member deductible*, *copayment*, or amounts in excess of specified *benefit* maximums, as payment in full for *covered services* provided to *members*.

**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 conditions* or substance abuse, put the *members* and others at risk of harm.

**Intensive outpatient program** is a short-term behavioral health treatment that provides a combination of *individual*, group and family therapy.

**Investigative** procedures or medications are those that have progressed to limited use on humans, but which are not widely accepted as proven and effective within the organized medical community.

**Maximum allowed amount** is the maximum amount of reimbursement the *claims administrator* will allow for covered medical services and supplies under this *plan*. See YOUR MEDICAL BENEFITS - Maximum Allowed Amount.

**Medically necessary** procedures, supplies equipment or services are those the *claims administrator* determines to be:

1. Appropriate and necessary for the diagnosis or treatment of the medical condition;
2. Clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient's illness, injury or disease
3. Provided for the diagnosis or direct care and treatment of the medical condition;

4. Within standards of good medical practice within the organized medical community;
5. Not primarily for your convenience, or for the convenience of your *physician* or another provider;
6. Not more costly than an equivalent service 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; and
7. 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:
  - a. There must be valid scientific evidence demonstrating that the expected health *benefits* from the procedure, supply, equipment or service 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
  - b. Generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable.

**Member/Individual** is the *employee, spouse, or dependent* covered by the *plan*.

**Mental health conditions** include conditions that constitute *severe mental disorders* and serious emotional disturbances of a child, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), as well as any mental health condition identified as a "mental disorder" in the DSM, Fourth Edition Text Revision (DSM IV). Substance abuse means drug or alcohol abuse or dependence.

**Out-of-Network Provider** is one of the following *providers* which does NOT have a Prudent Buyer Plan Participating Provider Agreement in effect with the *claims administrator* or is NOT participating in a Blue Cross and/or Blue Shield Plan at the time services are rendered:

- A *hospital*
- A *physician*
- An *ambulatory surgical center*
- A *home health agency*
- A facility which provides diagnostic imaging services
- A durable medical equipment outlet
- A *skilled nursing facility*
- A clinical laboratory
- A *home infusion/home injection therapy provider*
- An *urgent care center*
- A *retail health clinic*
- A *hospice*
- A licensed ambulance company
- A licensed qualified autism service provider

These *providers* are not *Anthem Prudent Buyer PPO Providers*. Remember that the *maximum allowed amount* may only represent a portion of the amount which an *Out-of-Network Provider* charges for services. See YOUR MEDICAL BENEFITS - *Maximum Allowed Amount*.

**Other Health Care Provider** is one of the following providers:

- A certified registered nurse anesthetist
- A blood bank

The *provider* must be licensed according to state and local laws to provide covered medical services.

**Partial hospitalization program** is a structured, short-term behavioral health treatment that offers nursing care and active treatment in a program that operates no less than 6 hours per day, 5 days per week.

**Physician** means:

1. A doctor of medicine (M.D.) or doctor of osteopathy (D.O.) who is licensed to practice medicine or osteopathy where the care is provided; or
2. One of the following providers, but only when the *provider* is licensed to practice where the care is provided, is rendering a service within the scope of that license and such license is required to render that service, and is providing a service for which *benefits* are specified in this booklet:
  - A dentist (D.D.S. or D.M.D.)
  - An optometrist (O.D.)
  - A dispensing optician
  - A podiatrist or chiropodist (D.P.M., D.S.P. or D.S.C.)
  - A licensed clinical psychologist
  - A licensed educational psychologist or other *provider* permitted by California law to provide behavioral health treatment services for the treatment of pervasive developmental disorder or autism only
  - A chiropractor (D.C.)
  - An acupuncturist (A.C.)
  - A licensed clinical social worker (L.C.S.W.)
  - A marriage and family therapist (M.F.T.)
  - A licensed professional clinical counselor (L.P.C.C.)\*
  - A physical therapist (P.T. or R.P.T.)\*
  - A speech pathologist\*
  - An audiologist\*
  - An occupational therapist (O.T.R.)\*
  - A respiratory care practitioner (R.C.P.)\*
  - A nurse midwife\*\*
  - A nurse practitioner
  - A *physician* assistant
  - A *psychiatric mental health nurse* (R.N.)\*
  - A registered dietitian (R.D.)\* 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. A registered dietitian or other nutritional professional as described here are covered for the provision of diabetic medical nutrition therapy and nutritional counseling for the treatment of eating disorders such as anorexia nervosa and bulimia nervosa only.
  - A qualified autism service provider, qualified autism service professional, and a qualified autism service paraprofessional, as described under the BENEFITS FOR PERVASIVE DEVELOPMENTAL DISORDER OR AUTISM section.

**\*Note:** The *providers* indicated by asterisks (\*) are covered only by referral of a *physician* as defined in 1 above.

\*\*If there is no nurse midwife who is an *Anthem Prudent Buyer PPO Provider* in your area, you may call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) for a referral to an OB/GYN.

**Plan** is the CORE Plan (Medical and Behavioral Health Benefit Plan for eligible Employees of the Employer and their covered *dependents*).

**Plan administrator** is the Regents of The University of California.



**Plan sponsor** is The Regents of the University of California.

**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. Sources for determining which services are recommended include the following:

1. Services with an "A" or "B" rating from the United States Preventive Services Task Force (USPSTF);
2. Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
3. 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
4. Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration.

Please call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) 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.

<http://www.healthcare.gov/what-are-my-preventive-care-benefits>

<http://www.ahrq.gov>

<http://www.cdc.gov/vaccines/acip/index.html>

**Prior plan** is a *plan* sponsored by us which was replaced by this *plan* within 60 days. You are considered covered under the *prior plan* if you: (1) were covered under the *prior plan* on the date that plan terminated; (2) properly enrolled for coverage within 31 days of this *plan's* effective date; and (3) had coverage terminate solely due to the *prior plan's* termination.

**Prosthetic devices** are appliances which replace all or part of a function of a permanently inoperative, absent or malfunctioning body part. The term "*prosthetic devices*" includes orthotic devices, rigid or semi-supportive devices which restrict or eliminate motion of a weak or diseased part of the body.

**Provider** is a professional or facility licensed by law that gives health care services within the scope of that license and is approved by the *plan*. Providers that deliver *covered services* are described throughout this *benefit booklet*. If you have a question about a *provider* not described in this *plan*, please call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

**Psychiatric emergency medical condition** is a *mental disorder* that manifests itself by acute symptoms of sufficient severity that the patient is either (1) an immediate danger to himself or herself or to others, or (2) immediately unable to provide for or utilize food, shelter, or clothing due to the *mental disorder*.

**Psychiatric health facility** is an acute 24-hour facility as defined in California Health and Safety Code 1250.2. It must be:

1. Licensed by the California Department of Health Services;
2. Qualified to provide short-term inpatient treatment according to the California Insurance Code;
3. Accredited by the Joint Commission on Accreditation of Health Care Organizations; and
4. Staffed by an organized medical or professional staff which includes a *physician* as medical director.

**Psychiatric mental health nurse** is a registered nurse (R.N.) who has a master's degree in psychiatric mental health nursing, and is registered as a *psychiatric mental health nurse* with the state board of registered nurses.

**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.

**Residential treatment center** is a *provider* licensed and operated as required by law, which includes:

- Room, board and skilled nursing care (either an RN or LVN/LPN) available on-site at least eight hours daily with 24 hour availability;
- A staff with one or more *doctors* available at all times;
- Residential treatment that takes place in a structured facility-based setting;
- The resources and programming to adequately diagnose, care and treat a *mental health conditions* or substance abuse;
- Facilities that are designated for residential, sub-acute, or intermediate care and that may occur in care systems that provide multiple levels of care; and
- Accreditation 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).

The term Residential Treatment Center/Facility does not include a *provider*, or that part of a *provider*, used mainly for:

- Nursing care
- Rest care
- Convalescent care
- Care of the aged
- *Custodial Care*
- Educational care

**Retail health clinic** is a facility that provides limited basic medical care services to *members* on a “walk-in” basis. These clinics normally operate in major pharmacies or retail stores.

**Severe mental disorders** include severe mental illness as specified in California Health and Safety Code section 1374.72: schizophrenia, schizoaffective disorder, bipolar disorder, major depression, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia, and bulimia.

“Severe mental disorders” also includes serious emotional disturbances of a child as indicated by the presence of one or more mental disorders as identified in the most recent edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders, other than primary substance abuse or developmental disorder, resulting in behavior inappropriate to the child’s age according to expected developmental norms. The child must also meet one or more of the following criteria:

1. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and is at risk of being removed from the home or has already been removed from the home or the mental disorder has been present for more than six months or is likely to continue for more than one *year* without treatment.
2. The child is psychotic, suicidal, or potentially violent.
3. The child meets special education eligibility requirements under California law (Education Code Section 56320).

**Skilled nursing facility** is an institution that provides continuous skilled nursing services. It must be licensed according to state and local laws and be recognized as a skilled nursing facility under Medicare.

**Special care units** are special areas of a *hospital* which have highly skilled personnel and special equipment for acute conditions that require constant treatment and observation.

**Spouse** as defined in the “Eligible Family Members” section of the “Group Insurance Eligibility Fact Sheet for Employees (or Retirees) and Eligible Family Members”. A copy of this factsheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

**Stay** is inpatient confinement which begins when you are admitted to a facility and ends when you are discharged from that facility.

**Totally disabled dependent** is a *dependent* who is unable to perform all activities usual for persons of that age.

**Totally disabled member** is a *member* who, because of illness or injury, is unable to work for income in any job for which he/she is qualified or for which they become qualified by training or experience, and who are in fact unemployed.

**Urgent care** is the services received for a sudden, serious, or unexpected illness, injury or condition, other than one which is life threatening, which requires immediate care for the relief of severe pain or diagnosis and treatment of such condition.

**Urgent care center** is a *physician's* office or a similar facility which meets established ambulatory care criteria and provides medical care outside of a *hospital emergency* department, usually on an unscheduled, walk-in basis. *Urgent care centers* are staffed by medical doctors, nurse practitioners and *physician* assistants primarily for the purpose of treating patients who have an injury or illness that requires immediate care but is not serious enough to warrant a visit to an emergency room.

To find an *urgent care center*, please call Anthem Health Guide number at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific) or you can also search online using the “Find a Doctor” function on the website at [www.anthem.com/ca/uc](http://www.anthem.com/ca/uc). Please call the *urgent care center* directly for hours of operation and to verify that the center can help with the specific care that is needed.

**We (us, our)** refers to The Regents of the University of California.

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

**You (your)** refers to the *member* and *dependents* who are enrolled for *benefits* under this *plan*.

## YOUR RIGHT TO APPEALS

For purposes of these Appeal provisions, "claim for *benefits*" means a request for benefits under the *plan*. The term includes both pre-service and post-service claims.

- A pre-service claim is a claim for *benefits* under the *plan* for which you have not received the *benefit* or for which you may need to obtain approval in advance.
- A post-service claim is any other claim for *benefits* under the *plan* for which you have received the service.

If your claim is denied or if your coverage is rescinded:

- you will be provided with a written notice of the denial or rescission; and
- you are entitled to a full and fair review of the denial or rescission.

The procedure the *claims administrator* will follow will satisfy following the minimum requirements for a full and fair review under applicable federal regulations.

### Notice of Adverse Benefit Determination

If your claim is denied, the *claims administrator's* notice of the adverse benefit determination (denial) will include:

- information sufficient to identify the claim involved;
- the specific reason(s) for the denial;
- a reference to the specific *plan* provision(s) on which the *claims administrator's* determination is based;
- a description of any additional material or information needed to perfect your claim;
- an *explanation* of why the additional material or information is needed;
- a description of the *plan's* review procedures and the time limits that apply to them, including a statement of your right to bring a civil action under ERISA (if applicable) if you appeal and the claim denial is upheld;
- information about any internal rule, guideline, protocol, or other similar criterion relied upon in making the claim determination and about your right to request a copy of it free of charge, along with a discussion of the claims denial decision; and
- information about the scientific or clinical judgment for any determination based on medical necessity or *experimental* treatment, or about your right to request this explanation free of charge, along with a discussion of the claims denial decision; and
- the availability of, and contact information for, any applicable office of health insurance consumer assistance or ombudsman who may assist you.

For claims involving urgent/concurrent care:

- the *claims administrator's* notice will also include a description of the applicable urgent/concurrent review process; and
- the *claims administrator* may notify you or your authorized representative within 72 hours orally and then furnish a written notification.

### Appeals

You have the right to appeal an adverse benefit determination (claim denial or rescission of coverage). You or your authorized representative must file your appeal within 180 calendar days after you are notified of the denial or rescission. You will have the opportunity to submit written comments, documents, records, and other information supporting your claim. The *claims administrator's* review of your claim will take into account

all information you submit, regardless of whether it was submitted or considered in the initial benefit determination.

- The *claims administrator* shall offer a single mandatory level of appeal and an additional voluntary second level of appeal which may be a panel review, independent review, or other process consistent with the entity reviewing the appeal. The time frame allowed for the *claims administrator* to complete its review is *dependent* upon the type of review involved (e.g. pre-service, concurrent, post-service, urgent, etc.).

**For pre-service claims involving urgent/concurrent care**, you may obtain an expedited appeal. You or your authorized representative may request it orally or in writing. All necessary information, including the *claims administrator's* decision, can be sent between the *claims administrator* and you by telephone, facsimile or other similar method. To file an appeal for a claim involving urgent/concurrent care, you or your authorized representative must contact the *claims administrator* at the phone number listed on your ID card and provide at least the following information:

- the identity of the claimant;
- the date (s) of the medical service;
- the specific medical condition or symptom;
- the *provider's* name;
- the service or supply for which approval of *benefits* was sought; and
- any reasons why the appeal should be processed on a more expedited basis.

**All other requests for appeals** should be submitted in writing by the Member or the Member's authorized representative, except where the acceptance of oral appeals is otherwise required by the nature of the appeal (e.g. *urgent care*). You or your authorized representative must submit a request for review to:

Anthem Blue Cross Life and Health Insurance Company  
ATTN: Appeals  
P.O. Box 4310, Woodland Hills, CA 91365-4310

**You must include Your Member Identification Number when submitting an appeal.**

Upon request, the *claims administrator* will provide, without charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim. "Relevant" means that the document, record, or other information:

- was relied on in making the *benefit* determination; or
- was submitted, considered, or produced in the course of making the *benefit* determination; or
- demonstrates compliance with processes and safeguards to ensure that claim determinations are made in accordance with the terms of the *plan*, applied consistently for similarly-situated claimants; or
- is a statement of the *plan's* policy or guidance about the treatment or *benefit* relative to your diagnosis.

The *claims administrator* will also provide you, free of charge, with any new or additional evidence considered, relied upon, or generated in connection with your claim. In addition, before you receive an adverse benefit determination on review based on a new or additional rationale, the *claims administrator* will provide you, free of charge, with the rationale.

**For Out of State Appeals** You have to file Provider appeals with the Host Plan. This means Providers must file appeals with the same plan to which the claim was filed.

## How Your Appeal will be Decided

When the *claims administrator* considers your appeal, the *claims administrator* will not rely upon the initial benefit determination or, for voluntary second-level appeals, to the earlier appeal determination. The review will be conducted by an appropriate reviewer who did not make the initial determination and who does not work for the person who made the initial determination. A voluntary second-level review will be conducted by an appropriate reviewer who did not make the initial determination or the first-level appeal determination and who does not work for the person who made the initial determination or first-level appeal determination.

If the denial was based in whole or in part on a medical judgment, including whether the treatment is *experimental*, investigational, or not *medically necessary*, the reviewer will consult with a health care professional who has the appropriate training and experience in the medical field involved in making the judgment. This health care professional will not be one who was consulted in making an earlier determination or who works for one who was consulted in making an earlier determination.

## Notification of the Outcome of the Appeal

**If you appeal a claim involving urgent/concurrent care**, the *claims administrator* will notify you of the outcome of the appeal as soon as possible, but not later than 72 hours after receipt of your request for appeal.

**If you appeal any other pre-service claim**, the *claims administrator* will notify you of the outcome of the appeal within 30 days after receipt of your request for appeal.

**If you appeal a post-service claim**, the *claims administrator* will notify you of the outcome of the appeal within 60 days after receipt of your request for appeal.

## Appeal Denial

- If your appeal is denied, that denial will be considered an adverse benefit determination. The notification from the *claims administrator* will include all of the information set forth in the above subsection entitled "Notice of Adverse Benefit Determination".

## Voluntary Second Level Appeals

If you are dissatisfied with the *plan's* mandatory first level appeal decision, a voluntary second level appeal may be available. If you would like to initiate a second level appeal, please write to the address listed above. Voluntary appeals must be submitted within 60 calendar days of the denial of the first level appeal. You are not required to complete a voluntary second level appeal prior to submitting a request for an independent External Review.

## External Review

If the outcome of the mandatory first level appeal is adverse to you and it was based on medical judgment, or if it pertained to a rescission of coverage, you may be eligible for an independent External Review pursuant to federal law.

You must submit your request for External Review to the *claims administrator* within four (4) months of the notice of your final internal adverse determination.

A request for an External Review must be in writing unless the *claims administrator* determines that it is not reasonable to require a written statement. You do not have to re-send the information that you submitted for internal appeal. However, you are encouraged to submit any additional information that you think is important for review.

For pre-service claims involving urgent/concurrent care, you may proceed with an Expedited External Review without filing an internal appeal or while simultaneously pursuing an expedited appeal through the *claims administrator's* internal appeal process. You or your authorized representative may request it orally or in writing. All necessary information, including the *claims administrator's* decision, can be sent between the *claims administrator* and you by telephone, facsimile or other similar method. To proceed with an Expedited External Review, you or your authorized representative must contact the *claims administrator* at the phone number listed on your ID card and provide at least the following information:

- the identity of the claimant;
- the date (s) of the medical service;
- the specific medical condition or symptom;
- the *provider's* name;
- the service or supply for which approval of *benefits* was sought; and
- any reasons why the appeal should be processed on a more expedited basis.

All other requests for External Review should be submitted in writing unless the *claims administrator* determines that it is not reasonable to require a written statement. Such requests should be submitted by you or your authorized representative to:

Anthem Blue Cross Life and Health Insurance Company  
ATTN: Appeals  
P.O. Box 4310, Woodland Hills, CA 91365-4310

**You must include Your Member Identification Number when submitting an appeal.**

This is not an additional step that you must take in order to fulfill your appeal procedure obligations described above. Your decision to seek External Review will not affect your rights to any other *benefits* under this health care *plan*. There is no charge for you to initiate an independent External Review.

**Requirement to file an Appeal before taking further legal action**

No legal action of any kind related to a *benefit* decision may be filed by you in any other forum, unless it is commenced within three years of the *plan's* final decision on the claim or other request for *benefits*. If the *plan* decides an appeal is untimely, the *plan's* latest decision on the merits of the underlying claim or benefit request is the final decision date. You must exhaust the *plan's* internal Appeals Procedure but not including any voluntary level of appeal, before taking other legal action of any kind against the *plan*.

**The *claims administrator* reserves the right to modify the policies, procedures and timeframes in this section upon further clarification from Department of Health and Human Services and Department of Labor.**

## FOR YOUR INFORMATION

### **Anthem Blue Cross Web Site**

Information specific to your *benefits* and claims history are available by calling Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific). Anthem Blue Cross Life and Health is an affiliate of Anthem Blue Cross. You may use Anthem Blue Cross's web site to access *benefit* information, claims payment status, *benefit* maximum status, *In-Network Providers* or to order an ID card. Simply log on to [www.anthem.com/ca/uc](http://www.anthem.com/ca/uc), 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.

### **Identity Protection Services**

The *claims administrator* has made identity protection services available to *members*. To learn more about these services, please visit [www.anthem.com/resources](http://www.anthem.com/resources).

### **LANGUAGE ASSISTANCE PROGRAM**

Anthem Blue Cross Life and Health 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 following languages:

- Spanish
- Chinese
- Vietnamese
- Korean
- Tagalog

Oral interpretation services are available in additional languages.

Requesting a written or oral translation is easy. Just contact Member Services by calling the phone number on your ID card to update your language preference to receive future translated documents or to request interpretation assistance. Anthem Blue Cross Life and Health also sends/receives TDD/TTY messages at **866-333-4823** or by using the National Relay Service through **711**.

For more information about the Language Assistance Program visit [www.anthem.com/ca](http://www.anthem.com/ca).

### **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 *physician* (e.g., your *physician*, 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 *physician* or *other health care provider* obtain authorization for prescribing a length of *stay* of up to 48 hours (or 96 hours). However, to use certain *providers* or facilities, or to reduce your out-of-pocket costs, you may be required to obtain pre-certification. For information on pre-certification, please call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).



## **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 call Anthem Health Guide toll-free at **(844) 437-0486**, Monday through Friday, 5:00 a.m. to 8:00 p.m. (Pacific).

# Get help in your language

Curious to know what all this says? We would be too. Here's the English version:

You have the right to get this information and help in your language for free. Call the Member Services number on your ID card for help. (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 Member Services telephone number on the back of your ID card.

## Spanish

Tiene el derecho de obtener esta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. (TTY/TDD: 711)

## Arabic

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجاناً. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعريف الخاصة بك (TTY/TDD: 711) للمساعدة

## Armenian

Դուք իրավունք ունեք Ձեր լեզվով անվճար ստանալ այս տեղեկատվությունը և ցանկացած օգնություն: Օգնություն ստանալու համար զանգահարեք Անդամների սպասարկման կենտրոն՝ Ձեր ID քարտի վրա նշված համարով: (TTY/TDD: 711)

## Chinese

您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。(TTY/TDD: 711)

## Farsi

شما این حق را دارید که این اطلاعات و کمکی را به صورت رایگان به زبان خودتان دریافت کنید. برای دریافت کمک به شماره مرکز خدمات اعضاء که بر روی کارت شناساییتان درج شده است، تماس بگیرید. (TTY/TDD: 711)

## Hindi

आपके पास यह जानकारी और मदद अपनी भाषा में मुफ्त में प्राप्त करने का अधिकार है। मदद के लिए अपने ID कार्ड पर सदस्य सेवाएँ नंबर पर कॉल करें।(TTY/TDD: 711)

## Hmong

Koj muaj cai tau txais qhov lus qhia no thiab kev pab hais ua koj hom lus yam tsis xam tus nqi. Hu rau tus nab npawb xov tooj lis Cov Kev Pab Cuam Rau Tswv Cuab nyob rau ntawm koj daim ID txhawm rau thov kev pab. (TTY/TDD: 711)

## Japanese

この情報と支援を希望する言語で無料で受けることができます。支援を受けるには、IDカードに記載されているメンバーサービス番号に電話してください。(TTY/TDD: 711)

## Khmer

អ្នកមានសិទ្ធិក្នុងការទទួលបានព័ត៌មាននេះ និងទទួលបានជំនួយជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។ សូមហៅទូរស័ព្ទទៅលេខសេវាសមាជិកដែលមានលេខ ID របស់អ្នកដើម្បីទទួលបានជំនួយ។(TTY/TDD: 711)

**Korean**

귀하에게는 무료로 이 정보를 얻고 귀하의 언어로 도움을 받을 권리가 있습니다. 도움을 얻으려면 귀하의 ID 카드에 있는 회원 서비스 번호로 전화하십시오. (TTY/TDD: 711)

**Punjabi**

ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਇਹ ਜਾਣਕਾਰੀ ਅਤੇ ਮਦਦ ਮੁਫਤ ਵਿੱਚ ਪ੍ਰਾਪਤ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਮਦਦ ਲਈ ਆਪਣੇ ਆਈਡੀ ਕਾਰਡ ਉੱਤੇ ਮੈਂਬਰ ਸਰਵਿਸਿਜ਼ ਨੰਬਰ ਤੇ ਕਾਲ ਕਰੋ।(TTY/TDD: 711)

**Russian**

Вы имеете право получить данную информацию и помощь на вашем языке бесплатно. Для получения помощи звоните в отдел обслуживания участников по номеру, указанному на вашей идентификационной карте. (TTY/TDD: 711)

**Tagalog**

May karapatan kayong makuha ang impormasyon at tulong na ito sa ginagamit ninyong wika nang walang bayad. Tumawag sa numero ng Member Services na nasa inyong ID card para sa tulong. (TTY/TDD: 711)

**Thai**

ท่านมีสิทธิขอรับบริการสอบถามข้อมูลและความช่วยเหลือในภาษาของท่านฟรี

โทรไปที่หมายเลขฝ่ายบริการสมาชิกบนบัตรประจำตัวของท่านเพื่อขอความช่วยเหลือ(TTY/TDD: 711)

**Vietnamese**

Quý vị có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (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, Richmond, VA 23279 or by email to [compliance.coordinator@anthem.com](mailto:compliance.coordinator@anthem.com). 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>

*Claims Administered by:*

*ANTHEM BLUE CROSS*

*on behalf of*

ANTHEM BLUE CROSS LIFE AND HEALTH INSURANCE COMPANY