

# Certificate of Coverage

(Referred to as "Booklet" in the following pages)

## Anthem Bronze PPO 5900/0%/7150



**Si necesita ayuda en español para entender este documento, puede solicitarla sin costo adicional, llamando al número de servicio al cliente.**

If you need Spanish-language assistance to understand this document, you may request it at no additional cost by calling Member Services at the number on the back of your Identification Card.

### **Anthem Blue Cross and Blue Shield**

Anthem Blue Cross and Blue Shield is the trade name of Rocky Mountain Hospital and Medical Service, Inc. HMO products underwritten by HMO Colorado, Inc. dba HMO Nevada. Independent licensees of the Blue Cross and Blue Shield Association. ® ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. The Blue Cross and Blue Shield names and symbols are registered marks of the Blue Cross and Blue Shield Association.

# **Federal Patient Protection and Affordable Care Act Notices**

## **Choice of Primary Care Physician / Provider**

We generally allow the designation of a Primary Care Physician / Provider (PCP). You have the right to designate any PCP who participates in our network and who is available to accept you or your family members. For information on how to select a PCP, and for a list of PCPs, contact the telephone number on the back of your Identification Card or refer to our website, [www.anthem.com](http://www.anthem.com). For children, you may designate a pediatrician as the PCP.

## **Access to Obstetrical and Gynecological (ObGyn) Care**

You do not need precertification from us or from any other person (including a PCP) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining precertification for certain services or following a pre-approved treatment plan. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the telephone number on the back of your Identification Card or refer to our website, [www.anthem.com](http://www.anthem.com).

## **Additional Federal Notices**

### **Statement of Rights under the Newborns' and Mother's Health Protection Act**

Group health plans and health insurance issuers generally may not, under Federal law, 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 cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the Plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

### **Statement of Rights under the Women's Cancer Rights Act of 1998**

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending Physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymphedema.

These benefits will be provided subject to the same Deductibles and Coinsurance applicable to other medical and surgical benefits provided under this Plan. (See the "Schedule of Benefits" for details.) If you would like more information on WHCRA benefits, call us at the number on the back of your Identification Card.

### **Coverage for a Child Due to a Qualified Medical Support Order ("QMCSO")**

If you or your spouse are required, due to a QMCSO, to provide coverage for your child(ren), you may ask the Group to provide you, without charge, a written statement outlining the procedures for getting coverage for such child(ren).

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

### **Special Enrollment Notice**

If you are declining enrollment for yourself or your Dependents (including your spouse) because of other

health insurance coverage, you may in the future be able to enroll yourself or your Dependents in this Plan if you or your Dependents lose eligibility for that other coverage (or if the employer stops contributing towards your or your Dependents' other coverage). However, you must request enrollment within 31 days after your or your Dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new Dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and Your Dependents. However, you must request enrollment within 31 days after the marriage, birth, adoption, or placement for adoption.

Eligible Subscribers and Dependents may also enroll under two additional circumstances:

- The Subscriber's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- The Subscriber or Dependent becomes eligible for a subsidy (state premium assistance program)

The Subscriber or Dependent must request Special Enrollment within 60 days of the loss of Medicaid/CHIP or of the eligibility determination.

To request special enrollment or obtain more information, call us at the Member Services telephone number on your Identification Card, or contact the Group.

## Statement of ERISA Rights

Please note: This section applies to employer sponsored plans **other than** Church employer groups and government groups. If you have questions about whether this Plan is governed by ERISA, please contact the Plan Administrator (the Group).

The Employee Retirement Income Security Act of 1974 (ERISA) entitles you, as a Member of the Group under this Contract, to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations such as worksites and union halls, all plan documents, including insurance contracts, collective bargaining agreements and copies of all documents filed by this plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions;
- Obtain copies of all plan documents and other plan information upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for these copies; and
- Receive a summary of the plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary financial report.

In addition to creating rights for you and other employees, ERISA imposes duties on the people responsible for the operation of your employee benefit plan. The people who operate your plan are called plan fiduciaries. They must handle your plan prudently and in the best interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your right under ERISA. If your claim for welfare benefits is denied, in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have your claims reviewed and reconsidered.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the Plan Administrator and do not receive them within 30 days, you may file suit in a federal court. In such case, the court may require the Plan Administrator to provide you the materials and pay you up to \$110 a day until you receive the materials, unless the materials are not sent because of reasons beyond the control of the Plan Administrator. If your claim for benefits is denied or ignored, in whole or in part, you may file suit in a state or federal court. If plan fiduciaries misuse the plan's money or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of

Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. It may order you to pay these expenses, for example, if it finds your claim is frivolous. If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

## **Notices Required by State Law**

### **Division of Insurance Inquiries**

For inquiries about health care coverage in Nevada, please call the Division of Insurance within the Department of Business and Industry between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and ask for the Division of Insurance. The toll free number is (888) 872-3234 and the local numbers are (775) 687-0700 in Carson City and (702) 486-4009 in Las Vegas.

Although the numbers above are designed to assist members with inquiries and complaints about health care coverage in Nevada, the Division of Insurance is not equipped to resolve customer service related inquiries. Please continue to refer these types of inquiries to Anthem's Member Services department at (877) 833-5734.

# Introduction

## Welcome to Anthem!

We are pleased that you have become a Member of our health insurance Plan. We want to make sure that our services are easy to use. We've designed this Booklet to give a clear description of your benefits, as well as our rules and procedures.

The Booklet explains many of the rights and duties between you and us. It also describes how to get health care, what services are covered, and what part of the costs you will need to pay. Many parts of this Booklet are related. Therefore, reading just one or two sections may not give you a full understanding of your coverage. You should read the whole Booklet to know the terms of your coverage.

**Your Group 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.**

This Booklet replaces any Booklet issued to you in the past. The coverage described is based upon the terms of the Group Contract issued to your Group, and the Plan that your Group chose for you. The Group Contract, this Booklet, and any endorsements, amendments or riders attached, form the entire legal contract under which Covered Services are available.

Many words used in the Booklet have special meanings (e.g., Group, Covered Services, and Medical Necessity). These words are capitalized and are defined in the "Definitions" section. See these definitions for the best understanding of what is being stated. Throughout this Booklet you will also see references to "we," "us," "our," "you," and "your." The words "we," "us," and "our" mean Anthem Blue Cross and Blue Shield. The words "you" and "your" mean the Member, Subscriber and each covered Dependent.

If you have any questions about your Plan, please be sure to call Member Services at the number on the back of your Identification Card. Also be sure to check our website, [www.anthem.com](http://www.anthem.com) for details on how to find a Provider, get answers to questions, and access valuable health and wellness tips. Thank you again for enrolling in the Plan!

## How to Get Language Assistance

Anthem is committed to communicating with our Members about their health Plan, no matter what their language is. Anthem employs a language line interpretation service for use by all of our Member Services call centers. Simply call the Member Services phone number on the back of your Identification Card and a representative will be able to help you. Translation of written materials about your benefits can also be asked for by contacting Member Services. TTY/TDD services also are available by dialing 711. A special operator will get in touch with us to help with your needs.

## Identity Protection Services

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

A handwritten signature in dark ink that reads "Mike Murphy". The signature is written in a cursive style with a large, stylized "M" and "M".

Mike Murphy  
President and General Manager  
Anthem Blue Cross and Blue Shield



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## Schedule of Benefits

In this section you will find an outline of the benefits included in your Plan and a summary of any Deductibles, Coinsurance, and Copayments that you must pay. Also listed are any Benefit Period Maximums or limits that apply. Please read the “What’s Covered” and Prescription Drugs section(s) for more details on the Plan’s Covered Services. Read the “What’s Not Covered” section for details on Excluded Services.

All Covered Services are subject to the conditions, Exclusions, limitations, and terms of this Booklet including any endorsements, amendments, or riders.

**To get the highest benefits at the lowest out-of-pocket cost, you must get Covered Services from an In-Network Provider.** Benefits for Covered Services are based on the Maximum Allowed Amount, which is the most the Plan will allow for a Covered Service. When you use an Out-of-Network Provider you may have to pay the difference between the Out-of-Network Provider’s billed charge and the Maximum Allowed Amount in addition to any Coinsurance, Copayments, Deductibles, and non-covered charges. This amount can be substantial. Please read the “Claims Payment” section for more details.

Deductibles, Coinsurance, and Benefit Period Maximums are calculated based upon the Maximum Allowed Amount, not the Provider’s billed charges.

**Essential Health Benefits provided within this Booklet are not subject to lifetime or annual dollar maximums. Certain non-essential health benefits, however, are subject to either a lifetime and/or dollar maximum.**

**Essential Health Benefits are defined by federal law and refer to benefits in at least the following categories:**

- Ambulatory patient services,
- Emergency services,
- Hospitalization,
- Maternity and newborn care,
- Mental health and substance use disorder services, including behavioral health treatment,
- Prescription drugs,
- Rehabilitative and habilitative services and devices,
- Laboratory services,
- Preventive and wellness services, and
- Chronic disease management and pediatric services, including oral and vision care.

**Such benefits shall be consistent with those set forth under the Patient Protection and Affordable Care Act of 2010 and any regulations issued pursuant thereto.**

<b>Geographic Area Where Plan is Offered</b>	Statewide
<b>Benefit Period</b>	Calendar Year
<b>Dependent Age Limit</b>	To the end of the month in which the child attains age 26.
	Please see the “Eligibility and Enrollment – Adding Members” section for further details.

<b>Deductible</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Per Member	\$5,900	\$11,800
Per Family – All other Members combined	\$11,800	\$23,600
The In-Network and Out-of-Network Deductibles are separate and cannot be combined.		
When the Deductible applies, you must pay it before benefits begin. See the sections below to find out when the Deductible applies.		
You must pay the Deductible before you pay any Coinsurance listed below in the section “Dental Services For Members Through 18” for services other than diagnostic and preventive care.		
Copayments and Coinsurance are separate from and do not apply to the Deductible.		

<b>Coinsurance</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Plan Pays	100%	70%
Member Pays	0%	30%
Reminder: Your Coinsurance will be based on the Maximum Allowed Amount. If you use an Out-of-Network Provider, you may have to pay Coinsurance plus the difference between the Out-of-Network Provider's billed charge and the Maximum Allowed Amount.		
Note: The Coinsurance listed above may not apply to all benefits, and some benefits may have a different Coinsurance. Please see the rest of this Schedule for details.		

<b>Out-of-Pocket Limit</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Per Member	\$7,150	\$14,300
Per Family – All other Members combined	\$14,300	\$28,600
The Out-of-Pocket Limit includes all Deductibles, Coinsurance, and Copayments you pay during a Benefit Period unless otherwise indicated below. It does not include charges over the Maximum Allowed Amount or amounts you pay for non-Covered Services.		
The Out-of-Pocket Limit does not include amounts you pay for following benefits:		
<ul style="list-style-type: none"> <li>• Out-of-Network Human Organ and Tissue Transplant services.</li> <li>• Services listed under “Vision Services for Members Age 19 and Older.”</li> </ul>		
Once the Out-of-Pocket Limit is satisfied, you will not have to pay any additional Deductibles, Coinsurance, or Copayments for the rest of the Benefit Period, except for the services listed above.		
The In-Network and Out-of-Network Out-of-Pocket Limits are separate and do not apply toward each other.		

## Important Notice about Your Cost Shares

In certain cases, if we pay a Provider amounts that are your responsibility, such as Deductibles, Copayments or Coinsurance, we may collect such amounts directly from you. You agree that we have the right to collect such amounts from you.

The tables below outline the Plan's Covered Services and the cost share(s) you must pay. In many spots you will see the statement, "Benefits are based on the setting in which Covered Services are received." In these cases you should determine where you will receive the service (i.e., in a doctor's office, at an outpatient hospital facility, etc.) and look up that location to find out which cost share will apply. For example, you might get physical therapy in a doctor's office, an outpatient hospital facility, or during an inpatient hospital stay. For services in the office, look up "Office Visits." For services in the outpatient department of a hospital, look up "Outpatient Facility Services." For services during an inpatient stay, look up "Inpatient Services."

Benefits	In-Network	Out-of-Network
Allergy Services	Benefits are based on the setting in which Covered Services are received.	
Ambulance Services (Air and Water)	\$1,000 Copayment per trip after Deductible	
<b>Important Note:</b> Air ambulance services for non-Emergency Hospital to Hospital transfers must be approved through precertification. Please see “Getting Approval for Benefits” for details.		
Benefits for non-Emergency ambulance services will be limited to \$50,000 per occurrence if an Out-of-Network Provider is used.		
Out-of-Network Providers may also bill you for any charges over the Plan’s Maximum Allowed Amount.		
Ambulance Services (Ground)	\$1,000 Copayment per trip after Deductible	
<b>Important Note:</b> All scheduled ground ambulance services for non-Emergency transfers, except transfers from one acute Facility to another, must be approved through precertification. Please see “Getting Approval for Benefits” for details.		
Benefits for non-Emergency ambulance services will be limited to \$50,000 per occurrence if an Out-of-Network Provider is used.		
Out-of-Network Providers may also bill you for any charges over the Plan’s Maximum Allowed Amount.		
Autism Services	Benefits are based on the setting in which Covered Services are received.	
Benefit Maximum(s):		
• Applied Behavior Analysis	800 hours per Benefit Period	
• Therapy Services	See “Therapy Services.”	

Benefits	In-Network	Out-of-Network
Covered for Members under 18 years of age or, if enrolled in high school, until the Member reaches 22 years of age.		
Behavioral Health Services	See “Mental Health and Substance Abuse Services.”	
Cardiac Rehabilitation	See “Therapy Services.”	
Chemotherapy	See “Therapy Services.”	
Chiropractor Services	See “Therapy Services.”	
Clinical Trials	Benefits are based on the setting in which Covered Services are received.	
Dental Services For Members Through Age 18		
Note: To get the In-Network benefit, you must use a participating dental Provider. If you need help finding a participating dental Provider, please call us at the number on the back of your ID card.		
• Diagnostic and Preventive Services	No Copayment, Deductible, or Coinsurance	30% Coinsurance (No Deductible)
• Basic Restorative Services	40% Coinsurance after Deductible	50% Coinsurance after Deductible
• Endodontic Services	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Periodontal Services	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Oral Surgery Services	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Major Restorative Services	50% Coinsurance after Deductible	50% Coinsurance after Deductible
• Prosthodontic Services	50% Coinsurance after Deductible	50% Coinsurance after Deductible



<b>Benefits</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<ul style="list-style-type: none"> <li>Dentally Necessary Orthodontic Care</li> </ul>	50% Coinsurance after Deductible	50% Coinsurance after Deductible
<b>Dental Services (All Members / All Ages)</b>	Benefits are based on the setting in which Covered Services are received.	
<b>Diabetes Equipment, Education, and Supplies</b>  Screenings for gestational diabetes are covered under "Preventive Care."  Benefits for diabetic education are based on the setting in which Covered Services are received.	0% Coinsurance after Deductible	30% Coinsurance after Deductible
<b>Diagnostic Services</b>	Benefits are based on the setting in which Covered Services are received.	
<b>Dialysis</b>	See "Therapy Services."	
<b>Durable Medical Equipment (DME), Medical Devices, Medical and Surgical Supplies</b> (Received from a Supplier)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
<b>Prosthetics</b>  The cost-shares listed above only apply when you get the equipment or supplies from a third-party supplier. If you receive the equipment or supplies as part of an office or outpatient visit, or during a Hospital stay, benefits will be based on the setting in which the covered equipment or supplies are received.  Benefit Maximum(s):  Hearing Aids Benefit Maximum	0% Coinsurance after Deductible	30% Coinsurance after Deductible
	Per Benefit Period, one per ear every 3 years. In- and Out-of-Network combined	
<b>Emergency Room Services</b>		
Emergency Room		
<ul style="list-style-type: none"> <li>Emergency Room Facility Charge</li> </ul>	\$1,000 Copayment per visit after Deductible Copayment waived if admitted	
<ul style="list-style-type: none"> <li>Emergency Room Doctor Charge</li> </ul>	0% Coinsurance after Deductible	

Benefits	In-Network	Out-of-Network
<ul style="list-style-type: none"><li>Other Facility Charges (including diagnostic x-ray and lab services, medical supplies)</li><li>Advanced Diagnostic Imaging (including MRIs, CAT scans)</li></ul>	0% Coinsurance after Deductible	0% Coinsurance after Deductible
Out-of-Network Providers may also bill you for any charges over the Plan’s Maximum Allowed Amount.		
Habilitative Services	Benefits are based on the setting in which Covered Services are received. See “Therapy Services” for details on Benefit Maximums.	
Home Care		
<ul style="list-style-type: none"><li>Home Care Visits</li><li>Home Dialysis</li><li>Home Infusion Therapy</li><li>Specialty Prescription Drugs</li><li>Other Home Care Services / Supplies</li></ul>	0% Coinsurance after Deductible	30% Coinsurance after Deductible
	0% Coinsurance after Deductible	30% Coinsurance after Deductible
	0% Coinsurance after Deductible	30% Coinsurance after Deductible
	0% Coinsurance after Deductible	30% Coinsurance after Deductible
	0% Coinsurance after Deductible	30% Coinsurance after Deductible
Home Care Benefit Maximum	Unlimited	
Home Infusion Therapy	See “Home Care.”	
Hospice Care		
<ul style="list-style-type: none"><li>Home Care</li><li>Respite Care (inpatient and outpatient)</li></ul>	0% Coinsurance after Deductible	30% Coinsurance after Deductible
	0% Coinsurance after Deductible	30% Coinsurance after Deductible
Out-of-Network Providers may also bill you for any charges over the Plan’s Maximum Allowed Amount.		
Human Organ and Tissue Transplant (Bone Marrow / Stem Cell) Services	Benefits are based on the setting in which Covered Services are received.	
<ul style="list-style-type: none"><li>Precertification required</li></ul>		

Benefits	In-Network	Out-of-Network
<ul style="list-style-type: none"><li>• <b>Transportation and Lodging Limit</b></li><li>• <b>Donor Search Limit</b></li><li>• <b>Donor Health Service Limit</b></li></ul>	<p>Covered, as approved by us, up to \$10,000 per transplant. In- and Out-of-Network combined.</p> <p>Covered, as approved by us, up to \$30,000 per transplant. In- and Out-of-Network combined.</p> <p>Medically Necessary charges for getting an organ from a live donor are covered up to our Maximum Allowed Amount, including complications from the donor procedure for up to six weeks from the date of procurement.</p>	
<ul style="list-style-type: none"><li>• <b>Infertility Services</b></li></ul>	See “Maternity and Reproductive Health Services.”	
<b>Inpatient Services</b>		
Facility Room & Board Charge:		
<ul style="list-style-type: none"><li>• Hospital / Acute Care Facility</li></ul>	\$500 Copayment per admission after Deductible	30% Coinsurance after Deductible
<ul style="list-style-type: none"><li>• Skilled Nursing Facility</li></ul>	\$500 Copayment per admission after Deductible	30% Coinsurance after Deductible
Skilled Nursing Facility / Rehabilitation / Habilitative Services (Includes Services in an Outpatient Day Rehabilitation Program) Benefit Maximum	150 days per Benefit Period In- and Out-of-Network combined	
<ul style="list-style-type: none"><li>• Other Facility Services / Supplies (including diagnostic lab/x-ray, medical supplies, therapies, anesthesia)</li></ul>	0% Coinsurance after Deductible	30% Coinsurance after Deductible
Doctor Services for:		
<ul style="list-style-type: none"><li>• General Medical Care / Evaluation and Management (E&amp;M)</li></ul>	0% Coinsurance after Deductible	30% Coinsurance after Deductible
<ul style="list-style-type: none"><li>• Surgery</li></ul>	0% Coinsurance after Deductible	30% Coinsurance after Deductible
<b>Hospital Transfers:</b> If you are transferred between Facilities, only one Copayment will apply. You will not have to pay separate Copayments per Facility.		
<b>Hospital Readmissions:</b> If you are readmitted to the Hospital within 72 hours of your discharge for the same medical diagnosis, you will not have to pay an additional Copayment upon readmission.		

Benefits	In-Network	Out-of-Network
<b>Maternity and Reproductive Health Services</b>		
<ul style="list-style-type: none"><li>Maternity Visits (Global fee for the ObGyn’s prenatal, postnatal, and delivery services)</li><li>Inpatient Services (Delivery)</li></ul>	0% Coinsurance after Deductible  See “Inpatient Services.”	30% Coinsurance after Deductible
<b>Newborn / Maternity Stays:</b> If the newborn needs services other than routine nursery care or stays in the Hospital after the mother is discharged (sent home), benefits for the newborn will be treated as a separate admission.		
<ul style="list-style-type: none"><li><b>Infertility</b>  Infertility Benefit Maximum</li></ul>	Benefits are based on the setting in which Covered Services are received. Covered for six cycles of artificial insemination per lifetime. In- and Out-of-Network combined	
<b>Mental Health and Substance Abuse Services</b>		
<ul style="list-style-type: none"><li>Inpatient Facility Services</li><li>Residential Treatment Center Services</li><li>Inpatient Provider Services (e.g. Doctor and other Professional Providers)</li><li>Outpatient Facility Services (Partial Hospitalization Program / Intensive Outpatient Program)</li><li>Outpatient Provider Services (e.g., Doctor and other professional Providers in a Partial Hospitalization Program / Intensive Outpatient Program)</li><li>Office Visits (Including Online Visits and Intensive In-Home Behavioral Health Programs)</li></ul>	\$500 Copayment per admission after Deductible  \$500 Copayment per admission after Deductible  \$35 Copayment per visit after Deductible  0% Coinsurance after Deductible  0% Coinsurance after Deductible  \$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible  30% Coinsurance after Deductible  30% Coinsurance after Deductible  30% Coinsurance after Deductible  30% Coinsurance after Deductible
Mental Health and Substance Abuse Services will be covered as required by state and federal law. Please see “Mental Health Parity and Addiction Equity Act” in the “Additional Federal Notices” section for details.		
<b>Occupational Therapy</b>	See “Therapy Services.”	
<b>Office Visits</b>		

<b>Benefits</b>	<b>In-Network</b>	<b>Out-of-Network</b>
• Primary Care Physician / Provider (PCP)	\$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Specialty Care Physician / Provider (SCP)	\$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Retail Health Clinic Visit	\$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Online Visit (Other than Mental Health & Substance Abuse; see “Mental Health & Substance Abuse Services” section for that benefit)	No Copayment, Deductible, or Coinsurance for the first 12 visits, then \$10 Copayment per visit	Not covered
• Counseling – Includes Family Planning and Nutritional Counseling (Other Than Eating Disorders)	\$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Nutritional Counseling for Eating Disorders	\$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Allergy Testing	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Allergy Shots / Injections (other than allergy serum)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Preferred Diagnostic Labs (i.e., reference labs)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Other Diagnostic Lab (non-preventive)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Diagnostic X-ray (non-preventive)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Other Diagnostic Tests (non-preventive; including hearing and EKG)	0% Coinsurance after Deductible	30% Coinsurance after Deductible





<b>Benefits</b>	<b>In-Network</b>	<b>Out-of-Network</b>
<b>Radiation Therapy</b>	See "Therapy Services."	
<b>Rehabilitation Services</b>	Benefits are based on the setting in which Covered Services are received. See "Inpatient Services" and "Therapy Services" for details on Benefit Maximums	
<b>Respiratory Therapy</b>	See "Therapy Services."	
<b>Skilled Nursing Facility</b>	See "Inpatient Services."	
<b>Speech Therapy</b>	See "Therapy Services."	
<b>Surgery</b>	Benefits are based on the setting in which Covered Services are received.	
Benefit Maximum(s) for Bariatric Surgery/Gastric Bypass:	One procedure covered per lifetime. In- and Out-of-Network combined.	
<b>Telehealth Services</b>	Benefits are covered to the same extent as if a Covered Service is provided in person. Please see "Telehealth Services" in the "What's Covered" section for details.	
<ul style="list-style-type: none"> <li>Primary Care Physician / Provider (PCP)</li> </ul>	\$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible
<ul style="list-style-type: none"> <li>Specialty Care Physician / Provider (SCP)</li> </ul>	\$35 Copayment per visit for the first 3 visits, then 0% Coinsurance after Deductible	30% Coinsurance after Deductible
<b>Temporomandibular and Craniomandibular Joint Treatment</b>	Benefits are based on the setting in which Covered Services are received.	



Benefits	In-Network	Out-of-Network
<b>Therapy Services</b>	Benefits are based on the setting in which Covered Services are received.	
Benefit Maximum(s):	Benefit Maximum(s) are for In- and Out-of-Network visits combined, and for office and outpatient facility/provider visits combined, and for rehabilitative and habilitative services combined.	
	Therapy for rehabilitative and habilitative purposes are limited to a maximum of 60 days/visits each, and applies to inpatient and outpatient services combined, per Benefit Period. Covered therapy services include Physical Therapy, Occupational Therapy, and Speech Therapy.	
<ul style="list-style-type: none"><li>Physical Therapy (Rehabilitative)</li></ul>	20 visits per Benefit Period	
<ul style="list-style-type: none"><li>Physical Therapy (Habilitative)</li></ul>	20 visits per Benefit Period	
<ul style="list-style-type: none"><li>Occupational Therapy (Rehabilitative)</li></ul>	20 visits per Benefit Period	
<ul style="list-style-type: none"><li>Occupational Therapy (Habilitative )</li></ul>	20 visits per Benefit Period	
<ul style="list-style-type: none"><li>Speech Therapy (Rehabilitative)</li></ul>	20 visits per Benefit Period	
<ul style="list-style-type: none"><li>Speech Therapy (Habilitative)</li></ul>	20 visits per Benefit Period	
<ul style="list-style-type: none"><li>Manipulation Therapy</li></ul>	50 visits per Benefit Period	
<ul style="list-style-type: none"><li>Cardiac Rehabilitation</li></ul>	Unlimited	
<b>Note:</b> The limits for physical, occupational, and speech therapy will not apply if you get that care as part of the Hospice benefit.		
<b>Transplant Services</b>	See “Human Organ and Tissue Transplant (Bone Marrow / Stem Cell) Services.”	

Benefits	In-Network	Out-of-Network
<b>Urgent Care Services (Office Visits)</b>		
• Urgent Care Office Visit Charge	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Allergy Testing	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Allergy Shots / Injections (other than allergy serum)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Preferred Diagnostic Labs (i.e., reference labs)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Other Charges (e.g., diagnostic x-ray and lab services, medical supplies)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Advanced Diagnostic Imaging (including MRIs, CAT scans)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Office Surgery	0% Coinsurance after Deductible	30% Coinsurance after Deductible
• Prescription Drugs Administered in the Office (includes allergy serum)	0% Coinsurance after Deductible	30% Coinsurance after Deductible
If you get urgent care at a Hospital or other outpatient Facility, please refer to “Outpatient Facility Services” for details on what you will pay.		
<b>Vision Services For Members Through Age 18</b>		
<b>Note:</b> To receive the In Network benefit, you must use a Blue View Vision provider. Visit our website or call the number on your ID card for help in finding a Blue View Vision provider. Out of Network providers may bill you for any charges that exceed the plan's Maximum Allowed Amount.		
• Routine Eye Exam	\$0 Copayment	Reimbursed up to \$30
Limited to one exam per Benefit Period per Member		
• Standard Plastic Lenses		
Limited to one set of lenses per Benefit Period per Member. Available only if the contact lenses benefit is not used.		
Single Vision	\$0 Copayment	Reimbursed up to \$25
Bifocal	\$0 Copayment	Reimbursed up to \$40
Trifocal	\$0 Copayment	Reimbursed up to \$55

Benefits	In-Network	Out-of-Network
Progressive	\$0 Copayment	Reimbursed up to \$40
Lenticular	\$0 Copayment	Reimbursed up to \$70
<b>Note:</b> Covered lenses include the following lens options at no additional cost when received In-Network: factory scratch coating, UV coating, standard polycarbonate, standard photochromic, gradient tinting, oversized and glass-grey #3 prescription sunglasses.		
<ul style="list-style-type: none"> <li>Frames</li> </ul>	\$0 Copayment	Reimbursed up to \$45
Limited to one set of frames from the Anthem Formulary per Benefit Period per Member.		
<ul style="list-style-type: none"> <li>Contact Lenses</li> </ul>		
Elective or non-elective contact lenses from the Anthem formulary are covered once per Benefit Period per Member.		
Elective Contact Lenses (Conventional or Disposable)	\$0 Copayment	Reimbursed up to \$60
Non-Elective Contact Lenses	\$0 Copayment	Reimbursed up to \$210
Important Note: Benefits for contact lenses are in lieu of your eyeglass lens benefit. If you receive contact lenses, no benefit will be available for eyeglass lenses until the next Benefit Period.		
<ul style="list-style-type: none"> <li>Comprehensive low vision exam</li> </ul>	\$0 Copayment	Not covered
Limited to one per Benefit Period.		
<ul style="list-style-type: none"> <li>Optical/Non-optical aids/Supplemental Testing</li> </ul>	\$0 Copayment	Not covered
Limited to one occurrence of either optical/non-optical aids or supplemental testing per Benefit Period.		
<b>Vision Services For Members Age 19 and Older</b>		
Note: To get the In Network benefit, you must use a Blue View Vision provider. Visit our website or call the number on your ID card for help in finding a Blue View Vision provider. Out of Network providers may bill you for any charges that exceed the plan's Maximum Allowed Amount.		
<ul style="list-style-type: none"> <li>Routine Eye Exam</li> </ul>	\$20 Copayment	Reimbursed up to \$30
Limited to one exam per Benefit Period		

Benefits	In-Network	Out-of-Network
<b>Vision Services (All Members / All Ages)</b> (For medical and surgical treatment of injuries and/or diseases of the eye)  Certain vision screenings required by Federal law are covered under the "Preventive Care" benefit.	Benefits are based on the setting in which Covered Services are received.	

Prescription Drug Retail Pharmacy and Home Delivery (Mail Order) Benefits	In-Network	Out-of-Network
Each Prescription Drug will be subject to a cost share (e.g., Copayment/ Coinsurance) as described below. If your Prescription Order includes more than one Prescription Drug, a separate cost share will apply to each covered Drug. You will be required to pay the lesser of your scheduled cost share or the Maximum Allowed Amount.		
<b>Prescription Drug Deductible</b>		
(Does not apply to Tier 1)		
Per Member	\$500 In- and Out-of-Network combined	
Per Family	\$1,000 In- and Out-of-Network combined	
Note: The Prescription Drug Deductible is separate and does not apply toward any other Deductible for Covered Services in this Plan.		
<b>Day Supply Limitations</b> – Prescription Drugs will be subject to various day supply and quantity limits. Certain Prescription Drugs may have a lower day-supply limit than the amount shown below due to other Plan requirements such as prior authorization, quantity limits, and/or age limits and utilization guidelines.		
Retail Pharmacy (In-Network and Out-of-Network)	30 days	<b>Note:</b> A 90-day supply is available at Maintenance Pharmacies. When you get a 90-day supply at a Maintenance Pharmacy, three (3) Retail Pharmacy Copayments (one for each 30-day period) will apply. When you get a 30-day supply, one Copayment per Prescription Order will apply.
Home Delivery (Mail Order) Pharmacy	90 days	
Specialty Pharmacy (In-Network and Out-of-Network)	30 days*	*See additional information in the “Specialty Drug Copayments / Coinsurance” section below.
<b>RX Choice Tiered Option Level 1</b>		
<b>Retail Pharmacy Copayments / Coinsurance:</b>		
Tier 1a Prescription Drugs	\$10 Copayment per Prescription Drug	50% Coinsurance

<b>Prescription Drug Retail Pharmacy and Home Delivery (Mail Order) Benefits</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Tier 1b Prescription Drugs	\$20 Copayment per Prescription Drug	50% Coinsurance
Tier 2 Prescription Drugs	\$40 Copayment per Prescription Drug after Prescription Drug Deductible	50% Coinsurance after Prescription Drug Deductible
Tier 3 Prescription Drugs	\$80 Copayment per Prescription Drug after Prescription Drug Deductible	50% Coinsurance after Prescription Drug Deductible
Tier 4 Prescription Drugs	25% Coinsurance to a maximum of \$500 per Prescription Drug after Prescription Drug Deductible	50% Coinsurance after Prescription Drug Deductible
<b>RX Choice Tiered Option Level 2 Retail Pharmacy Copayments / Coinsurance:</b>		
Tier 1a Prescription Drugs	\$20 Copayment per Prescription Drug	50% Coinsurance
Tier 1b Prescription Drugs	\$30 Copayment per Prescription Drug	50% Coinsurance
Tier 2 Prescription Drugs	\$50 Copayment per Prescription Drug after Prescription Drug Deductible	50% Coinsurance after Prescription Drug Deductible
Tier 3 Prescription Drugs	\$90 Copayment per Prescription Drug after Prescription Drug Deductible	50% Coinsurance after Prescription Drug Deductible
Tier 4 Prescription Drugs	25% Coinsurance to a maximum of \$600 per Prescription Drug after Prescription Drug Deductible	50% Coinsurance after Prescription Drug Deductible
<b>Home Delivery Pharmacy Copayments / Coinsurance:</b>		
Tier 1a Prescription Drugs	\$25 Copayment per Prescription Drug	Not covered
Tier 1b Prescription Drugs	\$50 Copayment per Prescription Drug	Not covered

<b>Prescription Drug Retail Pharmacy and Home Delivery (Mail Order) Benefits</b>	<b>In-Network</b>	<b>Out-of-Network</b>
Tier 2 Prescription Drugs	\$120 Copayment per Prescription Drug after Prescription Drug Deductible	Not covered
Tier 3 Prescription Drugs	\$240 Copayment per Prescription Drug after Prescription Drug Deductible	Not covered
Tier 4 Prescription Drugs	25% Coinsurance to a maximum of \$500 per Prescription Drug after Prescription Drug Deductible	Not covered
<b>Specialty Drug Copayments / Coinsurance:</b>		
Please note that certain Specialty Drugs are only available from the Specialty Pharmacy and you will not be able to get them at a Retail Pharmacy or through the Home Delivery (Mail Order) Pharmacy. Please refer to “Specialty Pharmacy” in the section “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” for further details. When you get Specialty Drugs from the Specialty Pharmacy, you will have to pay the same Copayments / Coinsurance you pay for a 30-day supply at a Retail Pharmacy. If you do not use the Specialty Pharmacy, benefits will be covered at the Out-of-Network level.		
Orally administered cancer chemotherapy drugs are covered according to state law.		
<b>Note:</b> No Copayment, Deductible, or Coinsurance applies to certain diabetic and asthmatic supplies when you get them from an In-Network Pharmacy. These supplies are covered as Medical Supplies and Durable Medical Equipment if you get them from an Out-of-Network Pharmacy. Diabetic test strips are covered subject to applicable Prescription Drug Copayment / Coinsurance.		

# How Your Plan Works

## Introduction

Your Plan is a PPO plan. The Plan covers benefits by both In-Network and Out-of-Network Providers. If you choose an In-Network Provider, you will pay less in out-of-pocket costs, such as Copayments, Deductibles, and Coinsurance. If you use an Out-of-Network Provider, you will have to pay more out-of-pocket costs.

Please read the “Schedule of Benefits” for details on your cost-shares.

## In-Network Services

When you use an In-Network Provider or get care as part of an Authorized Service Covered Services will be covered at an In-Network level. Regardless of Medical Necessity, benefits will be denied for care that is not a Covered Service. We have final authority to decide the Medical Necessity of the service.

**In-Network Providers** include Primary Care Physicians / Providers (PCPs), Specialists (Specialty Care Physicians / Providers – SCPs), other professional Providers, Hospitals, and other Facilities who contract with us to care for you. Referrals are never needed to visit an In-Network Specialist, including behavioral health Providers.

To see a Doctor, call their office:

- Tell them you are an Anthem Member,
- Have your Member Identification Card handy. The Doctor's office may ask you for your group or Member ID number.
- Tell them the reason for your visit.

When you go to the office, be sure to bring your Member Identification Card with you.

For services from In-Network Providers:

1. You will not need to file claims. In-Network Providers will file claims for Covered Services for you. (You will still need to pay any Coinsurance, Copayments, and/or Deductibles that apply.) You may be billed by your In-Network Provider(s) for any non-Covered Services you get or when you have not followed the terms of this Booklet.
2. Precertification will be done by the In-Network Provider. (See the “Getting Approval for Benefits” section for further details.)

Please read the “Claims Payment” section for additional information on Authorized Services.

## After Hours Care

If you need care after normal business hours, your Doctor may have several options for you. You should call your Doctor's office for instructions if you need care in the evenings, on weekends, or during the holidays and cannot wait until the office reopens. If you have an Emergency, call 911 or go to the nearest Emergency Room.

## Out-of-Network Services

When you do not use an In-Network Provider or get care as part of an Authorized Service, Covered Services are covered at the Out-of-Network level, unless otherwise indicated in this Booklet.

It is important to understand that you may be referred by Anthem participating providers to other Anthem providers, who may be contracted with Anthem, but who are not part of your in-plan network of providers. In such case, any claims incurred would be paid at the Out of Network level of benefits, even though the provider may be a participating provider with Anthem.

For services from an Out-of-Network Provider:

1. The Out-of-Network Provider can charge you the difference between their bill and the Plan's Maximum Allowed Amount plus any Deductible and/or Coinsurance/Copayments;
2. You may have higher cost sharing amounts (i.e., Deductibles, Coinsurance, and/or Copayments);
3. You will have to pay for services that are not Medically Necessary;
4. You will have to pay for non-Covered Services;
5. You may have to file claims; and
6. You must make sure any necessary Precertification is done. (Please see "Getting Approval for Benefits" for more details.)

## How to Find a Provider in the Network

There are three ways you can find out if a Provider or Facility is in the network for this Plan. You can also find out where they are located and details about their license or training.

- See your Plan's directory of In-Network Providers at [www.anthem.com](http://www.anthem.com), which lists the Doctors, Providers, and Facilities that participate in this Plan's network.
- Call Member Services to ask for a list of Doctors and Providers that participate in this Plan's network, based on specialty and geographic area.
- Check with your Doctor or Provider.

Please note that not all In-Network Providers offer all services. For example, some Hospital-based labs are not part of our reference lab network. In those cases you may have to go to a lab in our reference lab network to get In-Network benefits. Please call Member Services before you get services for more information.

If you need details about a Provider's license or training, or help choosing a Doctor who is right for you, call the Member Services number on the back of your Member Identification Card. TTY/TDD services also are available by dialing 711. A special operator will get in touch with us to help with your needs.

Please note that we have several networks, and that a Provider that is In-Network for one plan may not be In-Network for another. Be sure to check your Identification Card or call Member Services to find out which network this Plan uses.



## Continuity of Care

If your In-Network Provider leaves our network because we have terminated their contract without cause, and you are in active treatment, you may be able to continue seeing that Provider for a limited period of time and still get In-Network benefits. “Active treatment” includes:

- 1) An ongoing course of treatment for a life-threatening condition,
- 2) An ongoing course of treatment for a serious acute condition (e.g., chemotherapy, radiation therapy and post-operative visits),
- 3) The second or third trimester of pregnancy and through the postpartum period; or
- 4) An ongoing course of treatment for a health condition for which the Physician or health care Provider attests that discontinuing care by the current Physician or Provider would worsen your condition or interfere with anticipated outcomes.

An “ongoing course of treatment” includes treatments for mental health and substance use disorders.

In these cases, you may be able to continue seeing that Provider until treatment is complete, up to 120 days after the Provider has left Our network and, for pregnant members, up to 45 days following delivery. If you wish to continue seeing the same Provider, you or your Doctor should contact Member Services for details. Any decision by us regarding a request for Continuity of Care is subject to the Grievance and External Review Procedures process.

## Your Cost-Shares

Your Plan may involve Copayments, Deductibles, and/or Coinsurance, which are charges that you must pay when receiving Covered Services. Your Plan may also have an Out-of-Pocket Limit, which limits the cost-shares you must pay. Please read the “Schedule of Benefits” for details on your cost-shares. Also read the “Definitions” section for a better understanding of each type of cost share.

## Crediting Prior Plan Coverage

If you were covered by the Group’s prior carrier / plan immediately before the Group signs up with us, with no break in coverage, then you will get credit for any accrued Deductible and, if applicable and approved by us, Out of Pocket amounts under that other plan. This does not apply to people who were not covered by the prior carrier or plan on the day before the Group’s coverage with us began, or to people who join the Group later. You must request prior Deductible credit and submit written notification of such charges to our Member Services department no later than 180 days following the Employer’s Effective Date with this Plan and submit written notification of such charges to:

Anthem Blue Cross and Blue Shield  
Member Services Department  
700 Broadway  
Attn: Prior Deductible Credit  
Denver, CO 80271-5747

If your Group moves from one of our plans to another, (for example, changes its coverage from HMO to PPO), and you were covered by the other product immediately before enrolling in this product with no break in coverage, then you may get credit for any accrued Deductible and Out of Pocket amounts, if applicable and approved by us. Any maximums, when applicable, will be carried over and charged against the maximums under this Plan.

If your Group offers more than one of our products, and you change from one product to another with no break in coverage, you will get credit for any accrued Deductible and, if applicable, Out of Pocket amounts and any maximums will be carried over and charged against maximums under this Plan.

If your Group offers coverage through other products or carriers in addition to ours, and you change products or carriers to enroll in this product with no break in coverage, you will get credit for any accrued Deductible, Out of Pocket, and any maximums under this Plan.

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

- Your Group moves to this Plan at the beginning of a Benefit Period;
- You change from one of our individual policies to a group plan;
- You change employers; or
- You are a new Member of the Group who joins the Group after the Group's initial enrollment with us.

## **The BlueCard Program**

Like all Blue Cross & Blue Shield plans throughout the country, we participate in a program called "BlueCard," which provides services to you when you are outside our Service Area. For more details on this program, please see "Inter-Plan Arrangements" in the "Claims Payment" section.

## **Identification Card**

We will give an Identification Card to each Member enrolled in the Plan. When you get care, you must show your Identification Card. Only a Member who has paid the Premiums for this Plan has the right to services or benefits under this Booklet. If anyone gets services or benefits to which they are not entitled to under the terms of this Booklet, he/she must pay for the actual cost of the services.

# Getting Approval for Benefits

Your Plan includes the process of Utilization Review to decide when services are Medically Necessary or Experimental/Investigational 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.

## Reviewing Where Services Are Provided

A service must be Medically Necessary to be a Covered Service. When level of care, setting or place of service is reviewed, services that can be safely given to you in a lower level of care or lower cost setting / place of care, will not be Medically Necessary if they are given in a higher level of care, or higher cost setting / place of care. This means that a request for a service may be denied because it is not Medically Necessary for the service to be provided where it is being requested. When this happens the service can be requested again in another place and will be reviewed again for Medical Necessity. At times a different Provider or Facility may need to be used in order for the service to be considered Medically Necessary. Examples include, but are not limited to:

- A service may be denied on an inpatient basis at a Hospital but may be approvable if provided on an outpatient basis at a Hospital.
- A service may be denied on an outpatient basis at a Hospital but may be approvable at a free standing imaging center, infusion center, Ambulatory Surgery Center, or in a Physician's office.
- A service may be denied at a Skilled Nursing Facility but may be approvable in a home setting.

Utilization Review criteria will be based on many sources including medical policy and clinical guidelines. Anthem may decide that a treatment that was asked for is not Medically Necessary if a clinically equivalent treatment that is more cost effective is available and appropriate. "Clinically equivalent means treatments that for Members, will give similar results for a disease or condition."

If you have any questions about the Utilization Review process, the medical policies, or clinical guidelines, you may call the Member Services phone number on the back of your Identification Card.

**Coverage for or payment of the service or treatment reviewed is not guaranteed even if we decide your services are Medically Necessary. For benefits to be covered, on the date you get service:**

1. You must be eligible for benefits;
2. Premium must be paid for the time period that services are given;
3. The service or supply must be a Covered Service under your Plan;
4. The service cannot be subject to an Exclusion under your Plan; and
5. You must not have exceeded any applicable limits under your Plan.

## Types of Reviews

- **Pre-service Review** – A review of a service, treatment or admission for a benefit coverage determination which is done before the service or treatment begins or admission date.
- **Precertification** – A required Pre-service Review for a benefit coverage determination for a service or treatment. Certain services require Precertification in order for you to get benefits. The benefit coverage review will include a review to decide whether the service meets the definition of Medical Necessity or is Experimental / Investigational as those terms are defined in this Booklet. For admissions following Emergency Care, you, your authorized representative or Doctor must tell us within 72 hours of the admission or as soon as possible within a reasonable period of time. For childbirth admissions, Precertification is not needed unless there is a problem and/or the mother and baby are not sent home

at the same time. Precertification is not required for the first 48 hours for a vaginal delivery or 96 hours for a cesarean section. Admissions longer than 48/96 hours require Precertification.

- 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 Doctor with knowledge of your medical condition, without such care or treatment, your life or health or your ability to regain maximum function could be seriously threatened or you could be subjected to severe pain that cannot be adequately managed without such care or treatment. Urgent reviews are conducted under a shorter timeframe than standard reviews.
- Post-service Review** – A review of a service, treatment or admission for a benefit coverage that is conducted after the service has been provided. Post-service reviews are performed when a service, treatment or admission did not need a Precertification, or when a needed Precertification was not obtained. Post-service reviews are done for a service, treatment or admission in which we have a related clinical coverage guideline and are typically initiated by us.

## Who is Responsible for Precertification?

Typically, In-Network Providers know which services need Precertification and will get any Precertification when needed. Your Primary Care Physician and other In-Network Providers have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering Provider, Facility or attending Doctor (“requesting Provider”) will get in touch with us to ask for a Precertification. However, you may request a Precertification or you may choose an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older. The table below outlines who is responsible for Precertification and under what circumstances.

Provider Network Status	Responsibility to Get Precertification	Comments
In Network	Provider	<ul style="list-style-type: none"> <li>The Provider must get Precertification when required</li> </ul>
Out of Network/ Non-Participating	Member	<ul style="list-style-type: none"> <li>Member must get Precertification when required. (Call Member Services.)</li> <li>Member may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and or setting is found to not be Medically Necessary.</li> </ul>

Blue Card Provider	Member (Except for Inpatient Admissions)	<ul style="list-style-type: none"> <li>• Member must get Precertification when required. (Call Member Services.)</li> <li>• Member may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and or setting is found to not be Medically Necessary.</li> <li>• <b>Blue Card Providers must obtain precertification for all Inpatient Admissions.</b></li> </ul>
<b>NOTE: For an Emergency Care admission, you, your authorized representative or Doctor must tell us within 72 hours of the admission or as soon as possible within a reasonable period of time.</b>		

## How Decisions are Made

We use our clinical coverage guidelines, such as medical policy, clinical guidelines, and other applicable policies and procedures to help make our Medical Necessity decisions. This includes decisions about Prescription Drugs as detailed in the section “Prescription Drugs Administered by a Medical Provider”. Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. We reserve the right to review and update these clinical coverage guidelines from time to time.

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

If you are not satisfied with our decision under this section of your benefits, please refer to the “Grievance and External Review Procedures” section to see what rights may be available to you.

## Decision and Notice Requirements

We will review requests for benefits 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, we will follow state laws. If you live in and/or get services in a state other than the state where your Contract was issued other state-specific requirements may apply. You may call the phone number on the back of your Identification Card for more details.

Type of Review	Timeframe Requirement for Decision and Notification
Urgent Pre-service Review	72 hours from the receipt of request
Non-Urgent Pre-service Review	15 calendar days from the receipt of the request
Urgent Continued Stay / Concurrent Review when request is received more than 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 or no previous authorization exists	72 hours from the receipt of the request
Non-urgent Continued Stay / Concurrent Review for ongoing outpatient treatment	15 calendar 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 our decision, we will tell the requesting Provider of the specific information needed to finish the review. If we do not get the specific information we need by the required timeframe, we will make a decision based upon the information we have.

We will notify you and your Provider of our 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.

## Important Information

Anthem may, from time to time, waive, enhance, change or end certain medical management processes (including utilization management, case management, and disease management) and/or offer an alternate benefit if in our sole discretion, such change furthers the provision of cost effective, value based and/or quality services.

We may also select certain qualifying Providers to take part in a program or a Provider arrangement that exempts them from certain procedural or medical management processes that would otherwise apply. We may also exempt your claim from medical review if certain conditions apply.

Just because Anthem exempts a process, Provider or Claim from the standards which otherwise would apply, it does not mean that Anthem will do so in the future, or will do so in the future for any other Provider, claim or Member. Anthem may stop or change any such exemption with or without advance notice.

You may find out whether a Provider is taking part in certain programs or a Provider arrangement by checking your on-line Provider Directory, or contacting the Member Services number on the back of your ID card.

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

## Health Plan Individual Case Management

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

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

receiving.

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

In addition, we may assist in coordinating care with existing community-based programs and services to meet your needs. This may include giving you information about external agencies and community-based programs and services.

In certain cases of severe or chronic illness or injury, we may provide benefits for alternate care that is not listed as a Covered Service. We may also extend Covered Services beyond the Benefit Maximums of this Plan. We will make our decision case-by-case, if in our discretion the alternate or extended benefit is in the best interest of you and Anthem and you 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 us to provide the same benefits again to you or to any other Member. We reserve the right, at any time, to alter or stop providing extended benefits or approving alternate care. In such case, we will notify you or your authorized representative in writing.

## What's Covered

This section describes the Covered Services available under your Plan. Covered Services are subject to all the terms and conditions listed in this Booklet, including, but not limited to, Benefit Maximums, Deductibles, Copayments, Coinsurance, Exclusions and Medical Necessity requirements. Please read the "Schedule of Benefits" for details on the amounts you must pay for Covered Services and for details on any Benefit Maximums. Also be sure to read "How Your Plan Works" for more information on your Plan's rules. Read the "What's Not Covered" section for important details on Excluded Services.

Your benefits are described below. Benefits are listed alphabetically to make them easy to find. Please note that several sections may apply to your claims. For example, if you have surgery, benefits for your Hospital stay will be described under "Inpatient Hospital Care" and benefits for your Doctor's services will be described under "Inpatient Professional Services." As a result, you should read all sections that might apply to your claims.

You should also know that many of Covered Services can be received in several settings, including a Doctor's office, an Urgent Care Facility, an Outpatient Facility, or an Inpatient Facility. Benefits will often vary depending on where you choose to get Covered Services, and this can result in a change in the amount you need to pay. Please see the "Schedule of Benefits" for more details on how benefits vary in each setting.

### Allergy Services

Your Plan includes benefits for Medically Necessary allergy testing and treatment, including allergy serum and allergy shots.

### Ambulance Services

Medically Necessary ambulance services are a Covered Service when:

- You are transported by a state licensed vehicle that is designed, equipped, and used only to transport the sick and injured and staffed by Emergency Medical Technicians (EMT), paramedics, or other certified medical professionals. This includes ground, water, fixed wing, and rotary wing air transportation.

And one or more of the following are met:

- For ground ambulance, you are taken:
  - From your home, the scene of an accident or medical Emergency to a Hospital;
  - Between Hospitals, including when we require you to move from an Out-of-Network Hospital to an In-Network Hospital;
  - Between a Hospital and a Skilled Nursing Facility or other approved Facility.
- For air or water ambulance, you are taken:
  - From the scene of an accident or medical Emergency to a Hospital;
  - Between Hospitals, including when we require you to move from an Out-of-Network Hospital to an In-Network Hospital;
  - Between a Hospital and an approved Facility.

Ambulance services are subject to Medical Necessity reviews by us. Emergency ground ambulance services do not require precertification and are allowed regardless of whether the Provider is an In-Network or Out-of-Network Provider.

Non-Emergency ambulance services are subject to Medical Necessity reviews by us. When using an



air ambulance for non-Emergency transportation, we reserve the right to select the air ambulance Provider. If you do not use the air ambulance Provider we select, the Out-of-Network Provider may bill you for any charges that exceed the Plan's Maximum Allowed Amount. Please see the "Schedule of Benefits" for the maximum benefit.

You must be taken to the nearest Facility that can give care for your condition. In certain cases we may approve benefits for transportation to a Facility that is not the nearest Facility.

Benefits also include Medically Necessary treatment of a sickness or injury by medical professionals from an ambulance service, even if you are not taken to a Facility.

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 or Doctor are not a Covered Service.

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

- a) A Doctor's office or clinic;
- b) A morgue or funeral home.

### **Important Notes on Air Ambulance Benefits**

Benefits are only available for air ambulance 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 Facility than the ground ambulance can provide, the Plan will cover the air ambulance. Air ambulance will also be covered if you are in an area that a ground or water ambulance cannot reach.

Air ambulance will not be covered if you are taken to a Hospital that is not an acute care Hospital (such as a Skilled Nursing Facility or a rehabilitation facility), or if you are taken to a Physician's office or your home.

### **Hospital to Hospital Transport**

If you are moving 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 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. To be covered, you must be taken to the closest Hospital that can treat you. **Coverage is not available for air ambulance transfers simply because you, your family, or your Provider prefers a specific Hospital or Physician.**

## **Autism Spectrum Disorder Services**

Your Plan includes benefits for the screening, diagnosis, and treatment of autism spectrum disorder. Autism spectrum disorder is a condition that meets the diagnostic criteria for autism spectrum disorder published in the current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association or the edition thereof that was in effect at the time the condition was diagnosed or determined. Coverage provided under this section is subject to the same cost-sharing provisions as other like medical services or prescription drugs covered by this Booklet. Coverage is provided for the screening, diagnosis, and treatment of autism spectrum disorder to members under 18 years of age or, if enrolled in high school, until the member reaches 22 years of age.

Screening for autism spectrum disorders means Medically Necessary assessments, evaluations or tests to screen and diagnose whether a Member has an autism spectrum disorder.

Treatment of autism spectrum disorders must be identified in a treatment plan and may include Medically Necessary habilitative or rehabilitative care, prescription care, psychiatric care, psychological care, behavior therapy or therapeutic care that is:

(a) Prescribed for a Member diagnosed with an autism spectrum disorder by a licensed Physician or licensed psychologist; and

(b) Provided for a Member diagnosed with an autism spectrum disorder by a licensed Physician, licensed psychologist, licensed behavior analyst or other provider, including an early intervention agency Provider, that is supervised by the licensed physician, psychologist or behavior analyst.

Solely as used in this autism spectrum disorders section, the following terms and definitions will apply:

Applied behavior analysis — the design, implementation and evaluation of environmental modifications using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including, without limitation, the use of direct observation, measurement and functional analysis of the relations between environment and behavior. Benefits for applied behavior analysis treatment are limited to a maximum benefit as listed in the “Schedule of Benefits”.

Behavior or Behavioral therapy — any interactive therapy derived from evidence-based research, including, without limitation, discrete trial training, early intensive behavioral intervention, intensive intervention programs, pivotal response training and verbal behavior provided by a licensed psychologist, licensed behavior analyst, licensed assistant behavior analyst or Registered Behavior Technician or an equivalent credential by the Behavior Analyst Certification Board, Inc., or its successor organization, or state certified behavior interventionist and provides behavioral therapy under the supervision of: (1) A licensed psychologist; (2) A licensed behavior analyst; or (3) A licensed assistant behavior analyst.

Evidence-based research — research that applies rigorous, systematic and objective procedures to obtain valid knowledge relevant to autism spectrum disorders.

Habilitative or rehabilitative care — counseling, guidance and professional services and treatment programs, including, without limitation, applied behavior analysis, that are necessary to develop, maintain and restore, to the maximum extent practicable, the functioning of a person.

Licensed assistant behavior analyst — a person who holds current certification or meets the standards to be certified as a board certified assistant behavior analyst issued by the Behavior Analyst Certification Board, Inc., or any successor in interest to that organization, who is licensed as an assistant behavior analyst by the Aging and Disability Services Division of the Department of Health and Human Services and who provides behavioral therapy under the supervision of a licensed behavior analyst or psychologist.

Licensed behavior analyst — a person who holds current certification or meets the standards to be certified as a board certified behavior analyst or a board certified assistant behavior analyst issued by the Behavior Analyst Certification Board, Inc., or any successor in interest to that organization and who is licensed as a behavior analyst by the Aging and Disability Services Division of the Department of Health and Human Services.

Prescription care — medications prescribed by a licensed Physician and any health-related services deemed Medically Necessary to determine the need or effectiveness of the medications.

Psychiatric care — direct or consultative services provided by a psychiatrist licensed in the state in which the psychiatrist practices.

Psychological care — direct or consultative services provided by a psychologist licensed in the state in which the psychologist practices.

Therapeutic care — services provided by licensed or certified speech pathologists, occupational

therapists and physical therapists.

Treatment plan — a plan to treat an autism spectrum disorder that is prescribed by a licensed physician or licensed psychologist and may be developed pursuant to a comprehensive evaluation in coordination with a licensed behavior analyst.

We may request a copy of and review the autism spectrum treatment plan. Services for autism spectrum disorder may be subject to Precertification. See the “Getting Approval for Benefits” section for details on Precertification.

Services for autism spectrum disorders are subject to the same general exclusions or limitations as other medical services or prescription drugs covered by this Booklet.

## **Behavioral Health Services**

See “Mental Health and Substance Abuse Services” later in this section.

## **Cardiac Rehabilitation**

Please see “Therapy Services” later in this section.

## **Chemotherapy**

Please see “Therapy Services” later in this section.

## **Chiropractor Services**

Please see “Therapy Services” later in this section.

## **Clinical Trials**

Benefits include coverage for services, such as routine patient care costs, given to you as a participant in an Approved Clinical Trial if the services are Covered Services under this Plan. An “Approved Clinical Trial” means a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions. The term life-threatening condition means any disease or condition from which death is likely unless the disease or condition is treated including, but not limited to, chronic fatigue syndrome.

Benefits are limited to the following Approved Clinical Trials:

1. Federally funded trials approved or funded by one 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 & Medicaid Services.
  - e. Cooperative group or center of any of the entities described in (a) through (d) 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.
  - g. Any of the following in i-iii below 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 studies and investigations 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.
  - 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 which are exempt from the investigational new drug application.
  4. Before participating in an Approved Clinical Trial, the Member has signed a statement of consent indicating that they have been informed of, without limitation: (a) the procedure to be undertaken; (b) alternative methods of treatment; and, (c) the risks associated with participation in the Approved Clinical Trial or, including, without limitation, the general nature and extent of such risks.

All requests for clinical trials services, including services that are not part of Approved Clinical Trials, will be reviewed according to our clinical coverage guidelines, related policies and procedures.

This Plan may require you to use an In-Network Provider to maximize your benefits.

Coverage for medical treatment specified in this section is limited to:

1. 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 this Plan.
2. Coverage for any drug or device that is approved for sale by the Food and Drug Administration, except this coverage shall not extend to the investigational item, device, or service that is the subject of the Approved Clinical Trial.
3. The cost of any reasonably necessary health care services that are required as a result of the medical treatment provided under an Approved Clinical Trial or as a result of any complication arising out of the medical treatment provided in an Approved Clinical Trial, to the extent that such health care services would otherwise be covered under this Plan.
4. The initial consultation to determine whether the Member is eligible to participate in the Approved Clinical Trial.
5. Health care services required for the clinically appropriate monitoring of the Member during an Approved Clinical Trial.

## Dental Services

### Your Dental Benefits

Dental care treatment decisions are made by you and your dentist. We cover treatment based on what benefits you have, not whether the care is medically or dentally necessary. The only exception is when you get orthodontic care — we do review those services to make sure they're appropriate.

Your dentist may recommend or prescribe dental care services that are not covered, are cosmetic in nature, or exceed the benefit maximums of this Plan. While these services may be Medically Necessary for your condition, they may not be covered by this Plan. There may be other dental services available that are covered under this Plan. These other services are called optional treatments. If an allowance for an optional treatment is available, you may apply this allowance to the initial dental service recommended by your dentist. You will have to pay for any costs that exceed the allowance, in addition to any Deductible, Copayments, or Coinsurance you may have.

The decision as to what dental care treatment is best for you is solely between you and your dentist.

## Dental Providers

Every Plan has a network of dentists to choose from. You can go to any dentist, whether they're in your network or not. But you'll almost always pay less for the same level of care if you see a dentist in your network. Also, dentists in your network will send claims for care directly to us. When you go out of network, you may have to pay up front — then you'll submit claims to us for reimbursement.

For help finding a dentist in your network, log in to [anthem.com/mydentalvision](https://anthem.com/mydentalvision) and go to Find a Doctor. When it asks for the type of doctor, choose dentist. You can also call the Member Services number on your dental ID card for help.

## Pretreatment Estimates

When you need major dental care, like crowns, root canals, dentures/bridges, oral surgery, or braces — it's best to go over a care or treatment plan with your dentist beforehand. It should include a "pretreatment estimate" so you know what it will cost.

You or your dentist can send us the pretreatment estimate to get an idea of how much of the cost your benefits will cover. Then you can work with your dentist to make financial arrangements, before you start treatment.

A pretreatment estimate is a valuable tool for you and your dentist. It provides you and the dentist with an idea of what your out of pocket costs will be for the dental care treatment. This will allow the dentist and you to make any necessary financial arrangements before treatment begins. It is a good idea to get a pretreatment estimate for dental care that involves major restorative, periodontic, prosthodontic, or orthodontic care.

The pretreatment estimate is recommended, but it is not required, for you to receive benefits for covered dental care services.

A pretreatment estimate does not authorize treatment or determine its medical necessity (except for orthodontics), and does not guarantee benefits. The estimate will be based on your current eligibility and the Plan benefits in effect at the time the estimate is submitted to us. This is an estimate only. Our final payment will be based on the claim that is submitted at the time of the completed dental care service(s). Submission of other claims, changes in your eligibility or to the Plan may affect our final payment.

You can ask your dentist to submit a pretreatment estimate for you, or you can send it to us yourself. Please include the procedure codes for the services to be performed (your dentist can you what procedure codes). Pretreatment estimate requests can be sent to the address on your dental ID card.

## Pediatric Dental Essential Health Benefits

The following dental care services are covered for members until the end of the month in which they turn 19. All covered services are subject to the terms, limitations, and exclusions of this Plan. See the Schedule of Benefits for any applicable Deductible, Coinsurance, Copayment, and Benefit Limitation information.

## Diagnostic and Preventive Services

**Oral Exams:** Two oral exams are covered every 12 months. If you get two "comprehensive" exams by the same dentist, the second is covered as a "periodic" oral exam.

**Radiographs (X-rays)** — Here are the ones that are covered:

- Bitewings
- Full mouth (complete series) or panoramic
- Periapicals, occlusals, and extraoral films are also covered

**Dental Cleaning (Prophylaxis)** – Procedure to remove plaque, tartar (calculus), and stain from teeth. Covered 2 times per 12 months.

**Fluoride Treatment** – (Topical application or varnish) Covered 2 times per 12-month period.

**Sealants** – Covered once per tooth per lifetime. Covered for permanent molars only.

## Space Maintainers

## Basic Restorative Services

**Fillings (restorations).** Fillings are covered when placed on primary or permanent teeth. There are two kind of fillings covered under this: Plan:

- **Amalgam.** These are silver fillings that are used to restore decayed or fractured posterior (back) teeth.

**Composite Resin Restorations.** These are tooth-colored fillings that are used to restore decayed or fractured anterior (front) teeth.

**Emergency Treatment (also called palliative treatment).** Covered for the temporary relief of pain or infection.

## Basic Tooth Extractions

- Removal of coronal remnants (pieces of the crown portion of the tooth) on primary teeth.
- Extraction of erupted tooth or exposed root.

## Endodontic Services

The following will be covered for permanent teeth only:

- Root canal therapy
- Root canal retreatment

The following will be covered for primary teeth only:

- Therapeutic pulpotomy
- Pulpal therapy

## Periodontal Services

**Full Mouth Debridement** – This is a non-surgical periodontal service to treat diseases of the gums (gingival) and bone that supports the teeth.

**Periodontal Maintenance** – This procedure includes periodontal evaluation, removing bacteria from the gum pocket areas, measuring the gum pocket areas, and scaling and polishing of the teeth. Covered for members that have completed previous surgical or nonsurgical periodontal treatment.

- **Complex Surgical Periodontal Care** – These services are surgical treatment for diseases of the gums (gingival) and bone that supports the teeth. Covered for permanent teeth only.  
Gingivectomy/gingivoplasty
- Anatomical crown exposure

- Gingival flap
- Crown lengthening
- Osseous surgery
- Bone replacement graft
- Pedicle soft tissue graft
- Free soft tissue graft
- Subepithelial connective tissue graft
- Distal/proximal wedge. Covered on natural teeth only

**Periodontal Scaling and Root Planing** – This is a non-surgical periodontal service to treat diseases of the gums (gingival) and bone that supports the teeth.

**Intravenous Conscious Sedation, IV Sedation and General Anesthesia** – Covered only when given with a covered complex surgical service. The service must be given in a dentist's office by the dentist or an employee of the dentist that is certified in their profession to give anesthesia services.

## Oral Surgery Services

### Basic Extractions

- Removal of coronal remnants (retained pieces of the crown portion of the tooth) on primary teeth.
- Extraction of erupted tooth or exposed root.

### Complex Surgical Extractions

Surgical removal of 3<sup>rd</sup> molars are covered only when symptoms of oral pathology exists.

- Surgical removal of erupted tooth
- Surgical removal of impacted tooth
- Surgical removal of residual tooth roots

## Major Restorative Services

**Gold foil restorations** – Gold foil restorations are covered at the same frequency as an amalgam filling. Gold foil restorations will be paid up to the same maximum allowed amount for an amalgam filling. You're responsible to pay for any amount over the Maximum Allowed Amount, plus any applicable deductible and coinsurance.

### Pre-fabricated or Stainless Steel Crown

**Recement an Onlay or Crown** – Covered 6 months after initial placement.

### Crown Repair

### Sedative filling

### Core build-up (including any pins)

### Pin retention (in addition to restoration)

### Prefabricated Post and Core (in addition to crown)

### Prefabricated Stainless Steel Crown

## Prosthodontic Services

**Dentures and Partial (removable prosthodontic services)** – Covered 1 time per 60 months period for the replacement of extracted permanent teeth. If you have an existing denture or partial, a replacement is

only covered if at least 60 months has passed and it cannot be repaired or adjusted.

**Bridges (fixed prosthodontic services)** – Covered 1 time per 60 months for the replacement of extracted permanent teeth. If you have an existing bridge, a replacement is only covered if at least 60 months has passed and it cannot be repaired or adjusted. In order for the bridge to be covered:

- A natural healthy and sound tooth is present to service as the anterior and posterior retainer.
- There are no other missing teeth in the same arch that have been replaced with a removable partial denture.
- And none of the individual units (teeth) of the bridge has had a crown or cast restoration covered under this Plan in the last 60 months.

The Plan will cover the least costly, commonly performed course of treatment. If there are multiple missing teeth, the Plan may cover a partial denture instead of the bridge. If you still choose to get the bridge, you will be responsible to pay the difference in cost, plus any applicable deductible and coinsurance.

## Orthodontic Care

Orthodontic care is the prevention and correction of malocclusion of teeth and associated dental and facial disharmonies. Talk to your orthodontist about getting a pretreatment estimate for your orthodontic treatment Plan, so you have an idea upfront what the treatment and costs will be. Your or your orthodontist should send it to us so we can help you understand how much is covered by your benefits.

**Dentally Necessary Orthodontic Care** – This Plan will only cover orthodontic care that is Dentally Necessary. At least one of these criteria must be present:

- a. Spacing between adjacent teeth that interferes with your biting function.
- b. Overbite that causes the lower front anterior teeth impinge on the roof of your mouth when you bite.
- c. The positioning of your jaw or teeth impairs your ability to bite or chew.
- d. On an objective, professional orthodontic severity index, your condition scores consistent with needing orthodontic care.

**What Orthodontic Care Includes** – Orthodontic care may include the following types of treatment:

- **Limited Treatment** – A treatment usually given for minor tooth movement and is not a full treatment case.
- **Interceptive Treatment** – (also known as phase I treatment). This is a limited treatment that is used to prevent or lessen the need for more involved treatment in the future.
- **Comprehensive or Complete Treatment** – A full kind of treatment includes all radiographs, diagnostic casts and models, orthodontic appliances and office visits.
- **Removable Appliance Therapy** – A treatment that uses an appliance that is removable and not cemented or bonded to the teeth.
- **Fixed Appliance Therapy** – A treatment that uses an appliance that is cemented or bonded to the teeth.
- **Complex Surgical Procedures** – Surgical procedures given for orthodontic reasons, such as exposing impacted or unerupted teeth, or surgical repositioning of the teeth.

**What orthodontic care does NOT include.** The following is not covered as a part of your orthodontic treatment:

1. Monthly treatment visits that are billed separately – these costs should already be included in the cost of treatment.
2. Repair or replacement of lost, broken, or stolen appliances.



3. Orthodontic retention or retainers that are billed separately – these costs should already be included in the cost of treatment.
4. Retreatment and services given due to relapse.
5. Inpatient or outpatient hospital expenses, unless covered by the medical benefits of this Plan.

**How We Pay For Orthodontic Care.** Because orthodontic treatment usually occurs over a long period of time, payments are made over the course of your treatment. In order for us to continue to pay for your orthodontic care, you must have continuous coverage under this Plan.

The first payment for orthodontic care is made when treatment begins. Treatment begins when appliances are installed. Your dentist should submit the necessary forms telling us when your appliance is installed. Payments are made at six month intervals until the treatment is finished or coverage under this Plan ends.

If your orthodontic treatment is already in progress (the appliance has been installed) when you begin coverage under this Plan, the orthodontic treatment benefit under this coverage will be on a pro-rated basis. We will only cover the portion of orthodontic treatment that you are given while covered under this Plan. We will not pay for any portion of your treatment that was given before your effective date under this Plan.

## **Dental Appeals**

Please submit appeals regarding Your dental coverage to the following address:

Anthem Blue Cross and Blue Shield  
P. O. Box 1122  
Minneapolis, MN 55440-1122

Please see the Grievance and External Review Procedures Section for a detailed explanation of the appeal process.

## **Dental Services (All Members / All Ages)**

### **Preparing the Mouth for Medical Treatments**

Your Plan includes coverage for dental services to prepare the mouth for medical services and treatments such as radiation therapy to treat cancer and prepare for transplants. Covered Services include:

- Evaluation
- Dental x-rays
- Extractions, including surgical extractions
- Anesthesia

### **Treatment of Accidental Injury**

Benefits are also available for dental work needed to treat injuries to the jaw, sound natural teeth, mouth or face as a result of an accident. An injury that results from chewing or biting is not considered an Accidental Injury under this Plan, unless the chewing or biting results from a medical or mental condition.

Treatment must begin within 90 days of the injury, or as soon after that as possible to be a Covered Service under this Plan.

## **Dental Anesthesia**

Benefits are provided for general anesthesia, when provided in a Hospital, outpatient surgical facility or other facility, and for associated hospital or facility charges for dental care provided to a Dependent child who 1) has a physical, mental or medically compromising condition; 2) has dental needs for which local anesthesia is not effective because of acute infection, or allergy; 3) is extremely uncooperative, unmanageable, uncommunicative; or 4) has sustained extensive orofacial and dental trauma to a degree that would require unconscious sedation.

## **Diabetes Equipment, Education, and Supplies**

Your plan includes benefits for those who have insulin dependent diabetes, non-insulin dependent diabetes and elevated blood glucose levels induced by pregnancy or other medical conditions, when medically necessary.

Benefits are provided for diabetic nutritional counseling, insulin, syringes, needles, test strips, lancets, glucose monitor and diabetic eye exams. Training and education are covered throughout the course of disease when provided by a certified, registered, or licensed health care professional with expertise in diabetes. Insulin pumps and related supplies are covered subject to meeting our medical policy criteria. Replacement of pumps that are out of warranty and are malfunctioning and cannot be refurbished would be a Covered Service. In situations where new models or upgrades to the latest insulin pump are requested, coverage would not be available.

When diabetic supplies are provided by a pharmacy they are covered under the prescription drug benefits and subject to the prescription copayment. Screenings for gestational diabetes are covered under "Preventive Care Services."

## **Diagnostic Services**

Your Plan includes benefits for tests or procedures to find or check a condition when specific symptoms exist. Tests must be ordered by a Provider and include diagnostic services ordered before a surgery or Hospital admission. Benefits include the following services:

### **Diagnostic Laboratory and Pathology Services**

- Laboratory and pathology tests, such as blood tests.
- Genetic tests, when allowed by us.

### **Diagnostic Imaging Services and Electronic Diagnostic Tests**

- X-rays / regular imaging services
- Ultrasound
- Electrocardiograms (EKG)
- Electroencephalography (EEG)
- Echocardiograms
- Hearing and vision tests for a medical condition or injury (not for screenings or preventive care)
- Tests ordered before a surgery or admission
- Genetic disease testing when allowed by Anthem's medical policy, except where this Booklet specifically covers and includes the test as part of another Covered Service Copayment or cost-share.

## **Advanced Imaging Services**

Benefits are also available for advanced imaging services, which include but are not limited to:

- CT scan
- CTA scan
- Magnetic Resonance Imaging (MRI)
- Magnetic Resonance Angiography (MRA)
- Magnetic resonance spectroscopy (MRS)
- Nuclear Cardiology
- PET scans
- PET/CT Fusion scans
- QTC Bone Densitometry
- Diagnostic CT Colonography

The list of advanced imaging services may change as medical technologies change.

## Dialysis

See “Therapy Services” later in this section.

## Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics, and Medical and Surgical Supplies

### Durable Medical Equipment and Medical Devices

Your Plan includes benefits for durable medical equipment and medical devices when the equipment meets the following criteria:

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

Benefits include purchase-only equipment and devices (e.g., crutches and customized equipment), purchase or rent-to-purchase equipment and devices (e.g., Hospital beds and wheelchairs), and continuous rental equipment and devices (e.g., oxygen concentrator, ventilator, and negative pressure wound therapy devices). Continuous rental equipment must be approved by us. We may limit the amount of coverage for ongoing rental of equipment. We may not cover more in rental costs than the cost of simply purchasing the equipment.

Benefits include repair and replacement costs as well as supplies and equipment needed for the use of the equipment or device, for example, a battery for a powered wheelchair.

Oxygen and equipment for its administration are also Covered Services. Benefits are also available for cochlear implants.

Benefits include hearing aids for adults.

### Orthotics

Benefits are available for certain types of orthotics (braces, boots, splints). Covered Services include the initial purchase, fitting, and repair of a custom made rigid or semi-rigid supportive device used to support, align, prevent, or correct deformities or to improve the function of movable parts of the body, or which limits or stops motion of a weak or diseased body part.

## Prosthetics

Your Plan also includes benefits for prosthetics, which are artificial substitutes for body parts for functional or therapeutic purposes, when they are Medically Necessary for activities of daily living.

Benefits include the purchase, fitting, adjustments, repairs and replacements. Covered Services may include, but are not limited to:

- 1) Artificial limbs and accessories;
- 2) One pair of glasses or contact lenses used after surgical removal of the lens(es) of the eyes);
- 3) Breast prosthesis (whether internal or external) after a mastectomy, as required by the Women's Health and Cancer Rights Act.
- 4) Colostomy and other ostomy (surgical construction of an artificial opening) supplies directly related to ostomy care.
- 5) Restoration prosthesis (composite facial prosthesis).

## Medical and Surgical Supplies

Your Plan includes coverage for medical and surgical supplies that serve only a medical purpose, are used once, and are purchased (not rented). Covered supplies include syringes, needles, surgical dressings, splints, and other similar items that serve only a medical purpose. Covered Services do not include items often stocked in the home for general use like Band-Aids, thermometers, and petroleum jelly.

## Blood and Blood Products

Your Plan also includes coverage for the administration of blood products unless they are received from a community source, such as blood donated through a blood bank.

## Emergency Care Services

If you are experiencing an Emergency please call 911 or visit the nearest Hospital for treatment.

### Emergency Services

Benefits are available in a Hospital Emergency Room for services and supplies to treat the onset of symptoms for an Emergency, which is defined below. **Services provided for conditions that do not meet the definition of Emergency will not be covered.**

### Emergency (Emergency Medical Condition)

"Emergency," or "Emergency Medical Condition" means a medical or behavioral health condition of recent onset and sufficient severity, including but not limited to, severe pain, that would lead a prudent layperson, possessing an average knowledge of medicine and health, to believe that his or her condition, sickness, or injury is of such a nature that not getting immediate medical care could result in: (a) placing the patient's health or the health of another person in serious danger or, for a pregnant woman, placing the woman's health or the health of her unborn child in serious danger; (b) serious impairment to bodily functions; or (c) serious dysfunction of any bodily organ or part. Such conditions include but are not limited to, chest pain, stroke, poisoning, serious breathing problems, unconsciousness, severe burns or cuts, uncontrolled bleeding, or seizures and such other acute conditions as may be determined to be Emergencies by us.

### Emergency Care

"Emergency Care" means a medical or behavioral health exam done in the Emergency Department of a Hospital, and includes services routinely available in the Emergency Department to evaluate an Emergency Condition. It includes any further medical or behavioral health exams and treatment required

to stabilize the patient.

Medically Necessary services will be covered whether you get care from an In-Network or Out-of-Network Provider. Emergency Care you get from an Out-of-Network Provider will be covered as an In-Network service, but you may have to pay the difference between the Out-of-Network Provider's charge and the Maximum Allowed Amount, as well as any applicable Coinsurance, Copayment or Deductible.

The Maximum Allowed Amount for Emergency Care from an Out-of-Network Provider will be the greatest of the following:

1. The amount negotiated with In-Network Providers for the Emergency service;
2. The amount for the Emergency service calculated using the same method we generally use to determine payments for Out-of-Network services but substituting the In-Network cost-sharing for the Out-of-Network cost-sharing; or
3. The amount that would be paid under Medicare for the Emergency service.

If you are admitted to the Hospital from the Emergency Room, be sure that you or your Doctor calls us as soon as possible. We will review your care to decide if a Hospital stay is needed and how many days you should stay. See "Getting Approval for Benefits" for more details. If you or your Doctor do not call us, you may have to pay for services that are determined to be not Medically Necessary.

Treatment you get after your condition has stabilized is not Emergency Care. If you continue to get care from an Out-of-Network Provider, Covered Services will be covered at the Out-of-Network level unless we agree to cover them as an Authorized Service.

## **Food and Nutrition**

Your Plan includes coverage of nutrition therapy. Benefits for enteral therapy and Total Parenteral Nutrition (TPN) include a combination of nursing, durable medical equipment and pharmaceutical services. An In-Network licensed therapist or home health agency must provide the nutrition services. All services must be precertified. Please see the "Getting Approval for Benefits" section for information on Precertification guidelines.

### **Enteral therapy and parenteral nutrition**

Enteral nutrition is the delivery of nutrients by a tube into the gastrointestinal tract. TPN is the delivery of nutrients through an intravenous line directly into the bloodstream. Nursing visits to assist with enteral nutrition are covered when Medically Necessary and not considered custodial care under the home care services benefits. These services are frequently provided through a home health agency.

Benefits are provided for enteral formulas for use at home that are prescribed or ordered by a Physician for the treatment of inherited metabolic diseases characterized by deficient metabolism, or malabsorption originating from congenital defects or defects arising shortly after birth, of amino acid, organic acid, carbohydrate, or fat metabolism. Special food products that are prescribed or ordered by a Physician as Medically Necessary are allowed. Coverage is provided whether or not the condition existed when coverage began under this Booklet.

TPN received in the home is a covered benefit for the first 21 days following a hospital discharge when it is determined to be Medically Necessary. Additional days may be allowed up to a maximum of 42 days per Member's Benefit Period when precertified by us.

## **Habilitative Services**

Benefits also include habilitative health care services and devices that help you keep, learn or improve skills and functioning for daily living. Examples include therapy for a child who isn't walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology

and other services for people with disabilities in a variety of inpatient and/or outpatient settings.

Please see “Therapy Services” later in this section for further details.

## Home Care Services

Benefits are available for Covered Services performed by a Home Health Care Agency or other Provider in your home. To be eligible for benefits, you must essentially be confined to the home, as an alternative to a Hospital stay, and be physically unable to get needed medical services on an outpatient basis. Services must be prescribed by a Doctor and the services must be so inherently complex that they can be safely and effectively performed only by qualified, technical, or professional health staff.

Covered Services include but are not limited to:

- Intermittent skilled nursing services by an R.N. or L.P.N.
- Medical / social services
- Diagnostic services
- Nutritional guidance
- Training of the patient and/or family/caregiver
- Home health aide services. You must be receiving skilled nursing or therapy. Services must be given by appropriately trained staff working for the Home Health Care Provider. Other organizations may give services only when approved by us, and their duties must be assigned and supervised by a professional nurse on the staff of the Home Health Care Provider or other Provider as approved by us.
- Therapy Services (except for Manipulation Therapy which will not be covered when given in the home)
- Medical supplies
- Durable medical equipment

When available in your area, benefits are also available for Intensive In-home Behavioral Health Services. These do not require confinement to the home. These services are described in the “Mental Health and Substance Abuse Services” section below.

## Home Infusion Therapy

See “Therapy Services” later in this section.

## Hospice Care

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

The services and supplies listed below are Covered Services when given by a Hospice for the palliative care of pain and other symptoms that are part of a terminal disease. Palliative care means care that controls pain and relieves symptoms, but is not meant to cure a terminal illness. Covered Services include:

- Care from an interdisciplinary team with the development and maintenance of an appropriate plan of care.
- Short-term Inpatient Hospital or outpatient care when needed in periods of crisis or as respite care.
- Skilled nursing services, home health aide services, and homemaker services given by or under the supervision of a registered nurse.
- Social services and counseling services from a licensed social worker.
- Nutritional support such as intravenous feeding and feeding tubes.

- Physical therapy, occupational therapy, speech therapy, and respiratory therapy given by a licensed therapist.
- Pharmaceuticals, medical equipment, and supplies needed for the palliative care of your condition, including oxygen and related respiratory therapy supplies.
- Bereavement (grief) services, including a review of the needs of the bereaved family and the development of a care plan to meet those needs, both before and after the Member's death.
- Bereavement services are available to surviving Members of the immediate family for one year after the Member's death. Immediate family means your spouse, children, stepchildren, parents, brothers and sisters.

Your Doctor must agree to care by the Hospice and must be consulted in the development of the care plan. The Hospice must keep a written care plan on file and give it to us upon request.

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

## **Human Organ and Tissue Transplant (Bone Marrow / Stem Cell) Services**

Your Plan includes coverage for Medically Necessary human organ and tissue transplants. Certain transplants (e.g., cornea and kidney) are covered like any other surgery, under the regular inpatient and outpatient benefits described elsewhere in this Booklet.

This section describes benefits for certain Covered Transplant Procedures that you get during the Transplant Benefit Period. Any Covered Services related to a Covered Transplant Procedure, received before or after the Transplant Benefit Period, are covered under the regular Inpatient and outpatient benefits described elsewhere in this Booklet.

In this section you will see some key terms, which are defined below:

### **Covered Transplant Procedure**

As decided by us, any Medically Necessary human organ, tissue, and stem cell / bone marrow transplants and infusions including necessary acquisition procedures, mobilization, collection and storage. It also includes Medically Necessary myeloablative or reduced intensity preparative chemotherapy, radiation therapy, or a combination of these therapies.

### **In-Network Transplant Provider**

A Provider that we have chosen as a Center of Excellence and/or a Provider selected to take part as an In-Network Transplant Provider by the Blue Cross and Blue Shield Association. The Provider has entered into a Transplant Provider Agreement to give Covered Transplant Procedures to you and take care of certain administrative duties for the transplant network. A Provider may be an In-Network Transplant Provider for:

- Certain Covered Transplant Procedures; or
- All Covered Transplant Procedures.

### **Out-of-Network Transplant Provider**

Any Provider that has **NOT** been chosen as a Center of Excellence by us or has not been selected to take part as an In-Network Transplant Provider by the Blue Cross and Blue Shield Association.

### **Transplant Benefit Period**

At an In-Network Transplant Provider Facility, the Transplant Benefit Period starts one day before a

Covered Transplant Procedure and lasts for the applicable case rate / global time period. The number of days will vary depending on the type of transplant received and the In-Network Transplant Provider agreement. Call the Case Manager for specific In-Network Transplant Provider details for services received at or coordinated by an In-Network Transplant Provider Facility.

At an Out-of-Network Transplant Provider Facility, the Transplant Benefit Period starts one day before Covered Transplant Procedure and lasts until the date of discharge.

## Prior Approval and Precertification

**To maximize your benefits, you should call our 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 and/or work-up for a transplant.** We 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, In-Network Transplant Provider rules, or Exclusions apply. Call the Member Services phone number on the back of your Identification Card and ask for the transplant coordinator. Even if we give a prior approval for the Covered Transplant Procedure, you or your Provider must call our Transplant Department for Precertification prior to the transplant whether this is performed in an Inpatient or Outpatient setting.

Precertification is required before we will cover benefits for a transplant. Your Doctor must certify, and we must agree, that the transplant is Medically Necessary. Your Doctor should send a written request for Precertification to us as soon as possible to start this process. Not getting Precertification will result in a denial of benefits.

Please note that there are cases where your Provider asks for approval for Human Leukocyte Antigen (HLA) testing, donor searches and/or a 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 and/or collection and storage is NOT an approval for the later transplant. A separate Medical Necessity decision will be needed for the transplant.

## Transportation and Lodging

We will cover the cost of reasonable and necessary travel costs when you get prior approval and need to travel more than 75 miles from your permanent home to reach the Facility where the Covered Transplant Procedure will be performed. Our help with travel costs includes transportation to and from the Facility, and lodging for the patient and one companion. If the Member receiving care is a minor, then reasonable and necessary costs for transportation and lodging may be allowed for two companions. You must send itemized receipts for transportation and lodging costs in a form satisfactory to us when claims are filed. Call us for complete information.

For lodging and ground transportation benefits, we will cover costs up to the current limits set forth in the Internal Revenue Code.

Non-Covered Services for transportation and lodging include, but are not limited to:

- Child care,
- Mileage within the medical transplant Facility city,
- Rental cars, buses, taxis, or shuttle service, except as specifically approved by us,
- Frequent Flyer miles,
- Coupons, Vouchers, or Travel tickets,



- Prepayments or deposits,
- Services for a condition that is not directly related, or a direct result, of the transplant,
- Phone calls,
- Laundry,
- Postage,
- Entertainment,
- Travel costs for donor companion/caregiver,
- Return visits for the donor for a treatment of an illness found during the evaluation.
- Meals.

## **Infertility Services**

Please see “Maternity and Reproductive Health Services” later in this section.

## **Inpatient Services**

### **Inpatient Hospital Care**

Covered Services include acute care in a Hospital setting.

Benefits for room, board, and nursing services include:

- A room with two or more beds.
- A private room. The most the Plan will cover for private rooms is the Hospital’s average semi-private room rate unless it is Medically Necessary that you use a private room for isolation and no isolation facilities are available.
- A room in a special care unit approved by us. The unit must have facilities, equipment, and supportive services for intensive care or critically ill patients.
- Routine nursery care for newborns during the mother’s normal Hospital stay.
- Meals, special diets.
- General nursing services.

Benefits for ancillary services include:

- Operating, childbirth, and treatment rooms and equipment.
- Prescribed Drugs.
- Anesthesia, anesthesia supplies and services given by the Hospital or other Provider.
- Medical and surgical dressings and supplies, casts, and splints.
- Diagnostic services.
- Therapy services.
- Inpatient Professional Services.

### **Inpatient Professional Services**

Covered Services include:

- Medical care visits.
- Intensive medical care when your condition requires it.
- Treatment for a health problem by a Doctor who is not your surgeon while you are in the Hospital for surgery. Benefits include treatment by two or more Doctors during one Hospital stay when the nature or severity of your health problem calls for the skill of separate Doctors.
- A personal bedside exam by another Doctor when asked for by your Doctor. Benefits are not available for staff consultations required by the Hospital, consultations asked for by the patient,

- routine consultations, phone consultations, or EKG transmittals by phone.
- Surgery and general anesthesia.
- Newborn exam. A Doctor other than the one who delivered the child must do the exam.
- Professional charges to interpret diagnostic tests such as imaging, pathology reports, and cardiology.
- Private duty nursing, to the extent required by law.

## Maternity and Reproductive Health Services

### Maternity Services

Covered Services include services needed during a normal or complicated pregnancy and for services needed for a miscarriage. Covered maternity services include:

- Prenatal screenings and tests as recommended by the American College of Obstetricians and Gynecologists or its successor organization;
- Professional and Facility services for childbirth in a Facility or the home including the services of an appropriately licensed nurse midwife;
- Routine nursery care for the newborn during the mother's normal Hospital stay, including circumcision of a covered male Dependent;
- Prenatal, postnatal, and postpartum services; and
- Fetal screenings, which are genetic or chromosomal tests of the fetus, as allowed by us.

If you are pregnant on your Effective Date and in the first trimester of the pregnancy, you must change to an In-Network Provider to have Covered Services covered at the In-Network level. If you are pregnant on your Effective Date and in your second or third trimester of pregnancy (13 weeks or later) as of the Effective Date, benefits for obstetrical care will be available at the In-Network level even if an Out-of-Network Provider is used if you fill out a Continuation of Care Request Form and send it to us. Covered Services will include the obstetrical care given by that Provider through the end of the pregnancy and the immediate post-partum period.

**Important Note About Maternity Admissions:** Under federal law, we may not limit benefits for any Hospital length of stay for childbirth for the mother or newborn to less than 48 hours after vaginal birth, or less than 96 hours after a cesarean section (C-section). However, federal law as a rule does not stop the mother's or newborn's attending Provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours, or 96 hours, as applicable. In any case, as provided by federal law, we may not require a Provider to get authorization from us before prescribing a length of stay which is not more than 48 hours for a vaginal birth or 96 hours after a C-section.

### Contraceptive Benefits

Benefits include up to a 3-month initial supply, and up to a 9-month supply the second time the drug is dispensed (for up to the remainder of the Benefit Year). In subsequent Benefit Years under this Booklet, benefits include up to a 12-month supply (or refills for the months remaining in the Benefit Year) per prescription for the same contraceptive drug previously prescribed under this Booklet.

Covered contraceptives include oral contraceptive Drugs, injectable contraceptive Drugs and patches or other Therapeutic Equivalent Contraceptive Drugs. Benefits also include contraceptive devices such as diaphragms, intra uterine devices (IUDs), and implants, and the insertion of a contraceptive device and the removal of such device if the device was inserted while the Member was covered under the Booklet. Benefits also include education and counseling relating to the initiation of use of contraception and any necessary follow-up after initiating such use, including management of side effects relating to contraception. Certain contraceptives are covered under the "Preventive Care" benefit. Please see that section for further details.

## Sterilization Services

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

## Abortion Services

Benefits include services for a therapeutic abortion, which is an abortion recommended by a Provider, performed to save the life or health of the mother, or as a result of incest or rape. The Plan will also cover elective abortions.

## Infertility Services

Infertility benefits include the following Covered Services:

Limited diagnostic and therapeutic infertility services determined to be Medically Necessary and Preauthorized by us. Covered Services do not include those services specifically excluded herein, but do include limited:

- Laboratory studies.
- Diagnostic procedures; and
- Artificial insemination services, up to 6 cycles per Member per lifetime.

Please see the “Schedule of Benefits” for any applicable limits.

## Mental Health and Substance Abuse Services

Covered Services include the following:

- **Inpatient Services** in a Hospital or any Facility that we must cover per state law. Inpatient benefits include psychotherapy, psychological testing, electroconvulsive therapy, and detoxification.
- **Residential Treatment** in a licensed Residential Treatment Center that offers individualized and intensive treatment and includes:
  - Observation and assessment by a physician weekly or more often,
  - Rehabilitation, therapy, and education.
- **Outpatient Services** including office visits, therapy and treatment, Partial Hospitalization/Day Treatment Programs, Intensive Outpatient Programs and (when available in your area) Intensive In-Home Behavioral Health Services.
- **Online Visits** when available in your area. Covered Services include a medical visit with the Doctor using the internet by a webcam, chat or voice or other platform approved by us. Online visits generally do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to doctors outside the online care panel, benefit precertification, or Doctor to Doctor discussions. Online visits are not the same as Telehealth Services and can, at times, include audio-only interactions but generally do not include store-and-forward transfers.

Examples of Providers from whom you can receive Covered Services include:

- Psychiatrist,
- Psychologist,

- Neuropsychologist,
- Licensed clinical social worker (L.C.S.W.),
- Mental health clinical nurse specialist,
- Licensed marriage and family therapist (L.M.F.T.),
- Licensed professional counselor (L.P.C) or
- Any agency licensed by the state to give these services, when we have to cover them by law.

## Occupational Therapy

Please see “Therapy Services” later in this section.

## Office Visits and Doctor Services

Covered Services include:

**Office Visits** for medical care (including second surgical opinions) to examine, diagnose, and treat an illness or injury.

**Home Visits** for medical care to examine, diagnose, and treat an illness or injury. Please note that Doctor visits in the home are different than the “Home Care Services” benefit described earlier in this Booklet.

**Retail Health Clinic Care** for limited basic health care services to Members on a “walk-in” basis. These clinics are normally found in major pharmacies or retail stores. Health care services are typically given by Physician’s Assistants or Nurse Practitioners. Services are limited to routine care and treatment of common illnesses for adults and children.

**Walk-In Doctor’s Office** for services limited to routine care and treatment of common illnesses for adults and children. You do not have to be an existing patient or have an appointment to use a walk-in Doctor’s office.

**Urgent Care** as described in “Urgent Care Services” later in this section.

**Online Visits** when available in your area. Covered Services include a medical visit with the Doctor using the internet by a webcam, chat or voice or other platform approved by us. Online visits generally do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to doctors outside the online care panel, benefit precertification, or Doctor to Doctor discussions. Online visits are not the same as Telehealth Services and can, at times, include audio-only interactions but generally do not include store-and-forward transfers. For Mental Health and Substance Abuse Online Visits, see the “Mental Health and Substance Abuse Services” section.

**Prescription Drugs Administered in the Office**

**Hormone Replacement Therapy**

## Orthotics

See “Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics, and Medical and Surgical Supplies” earlier in this section.

## Outpatient Facility Services

Your Plan includes Covered Services in an:

- Outpatient Hospital,
- Freestanding Ambulatory Surgical Facility,
- Mental Health / Substance Abuse Facility, or
- Other Facilities approved by us.

Benefits include Facility and related (ancillary) charges, when proper, such as:

- Surgical rooms and equipment,
- Prescription Drugs, including Specialty Drugs,
- Anesthesia and anesthesia supplies and services given by the Hospital or other Facility,
- Medical and surgical dressings and supplies, casts, and splints,
- Diagnostic services,
- Therapy services.

## Physical Therapy

Please see “Therapy Services” later in this section.

## Preventive Care

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 many preventive care services are covered with no Deductible, Copayments or Coinsurance when you use an In-Network Provider.

Certain benefits for Members who have current symptoms or a diagnosed health problem may be covered under the “Diagnostic Services” benefit instead of this benefit, if the coverage does not fall within the state or ACA-recommended preventive services.

Covered Services fall under the following broad groups:

1. Services with an “A” or “B” rating from the United States Preventive Services Task Force, or American Cancer Society guidelines, to the extent required by applicable law. Examples include screenings for:
  - a. Breast cancer, including a mammogram every 2 years or annually if ordered by a Provider, for women 40 years of age or older.
  - b. Cervical cancer,
  - c. Colorectal cancer,
  - d. High blood pressure,
  - e. Type 2 Diabetes Mellitus,
  - f. Cholesterol,
  - g. Child and adult obesity.
2. Immunizations for children, adolescents, and adults 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 listed in the guidelines supported by the Health Resources and Services Administration;
4. Preventive care and screening for women as listed in the guidelines supported by the Health Resources and Services Administration, and as required by applicable law, including:
  - a. Women’s contraceptives, sterilization treatments, and counseling. This includes Generic and single-source Brand Drugs as well as injectable contraceptives, spermicides, sponges and patches. Contraceptive devices such as diaphragms, contraceptive rings, cervical caps, intra uterine devices (IUDs), and implants are also covered. Multi-source Brand Drugs will be covered as Preventive Care benefit when Medically Necessary according to your attending Provider, otherwise they will be

- covered under the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy."
- b. Breastfeeding equipment, counseling and education during the antenatal, perinatal and postpartum period for not more than one year. Benefits for breast pumps are limited to one pump per pregnancy.
  - c. Screening for blood pressure abnormalities and diabetes, including gestational diabetes, after at least 24 weeks of gestation or as ordered by a provider of health care;
5. Preventive care services for tobacco cessation for Members age 18 and older as recommended by the United States Preventive Services Task Force including:
- a. Counseling
  - b. Prescription Drugs
  - c. Nicotine replacement therapy products when prescribed by a Provider, including over the counter (OTC) nicotine gum, lozenges and patches.
  - d. Not more than two cessation attempts per year and four counseling sessions per year.
6. Prescription Drugs and OTC items identified as an A or B recommendation by the United States Preventive Services Task Force when prescribed by a Provider including:
- a. Aspirin
  - b. Folic acid supplement
  - c. Vitamin D supplement
  - d. Iron supplement
  - e. Bowel Preparations

Please note that certain age and gender and quantity limitations apply.

Additional women's preventive care services include well-woman visits which includes at least one visit per year beginning at 14 years of age, HPV testing and vaccination, counseling for sexually transmitted infections, and counseling and screening for HIV.

Behavioral counseling concerning sexually transmitted diseases from a provider of health care for sexually active women who are at increased risk for such diseases;

Screening and counseling for interpersonal and domestic violence for women at least annually with intervention services consisting of education, strategies to reduce harm, supportive services or a referral for any other appropriate services.

Screening for depression.

Services include those that meet the requirements of federal and state law including certain screenings, immunizations, all prescribed FDA approved contraceptives for women with reproductive capacity.

You can find the current set of preventive benefits at <http://doi.nv.gov/Healthcare-Reform/Individuals-Families/Preventative-Care/>.

You may call Member Services at the number on your Identification Card for more details about these services or view the federal government's web sites, <https://www.healthcare.gov/what-are-my-preventive-care-benefits>, <http://www.ahrq.gov>, and <http://www.cdc.gov/vaccines/acip/index.html>.

Covered Services also include these services as required by state law, including colorectal cancer and prostate cancer screenings in accordance with the American Cancer Society:

- Routine or periodic exams, e.g., pelvic exams, Exams are covered according to the frequency determined by your Provider.
- Family history, current health problems and lifestyle all affect your risk for disease. Talk to your Provider to determine if you are at high risk for specific diseases and then together determine your appropriate exam schedule;
- Immunizations (including those required for school) and immunizations against cervical cancer or HPV to the extent required by applicable law. Immunizations protect you from certain diseases and help prevent epidemics. While immunization risks to your health are low, the risks from disease are high. Both children and adults need immunizations to help keep them healthy;
- Annual medical diabetes eye exams, or in accordance with the frequency determined by your Provider.
- Annual flu shot benefit when you receive a flu shot at your In-Network Provider's office. If it's more convenient to get your flu shot at a flu shot clinic or from an Out-of-Network Provider, you may be eligible for reimbursement of some or all of your out of pocket costs. Examples of locations that may provide flu shots and may be considered flu shot clinics include your local pharmacy, your place of employment, a grocery store, Wal-Mart, Walgreens or Costco. There may be additional flu shot clinic locations available to you. For more information on flu shot clinics, and for the reimbursement amount allowed contact Anthem's Member Services department or visit our website at [www.anthem.com](http://www.anthem.com). The annual reimbursement is subject to change. Your cost for a flu shot otherwise paid for in full or in part by another party, is not eligible for reimbursement.

## **Prosthetics**

See "Durable Medical Equipment and Medical Devices, Orthotics, Prosthetics, and Medical and Surgical Supplies" earlier in this section.

## **Pulmonary Therapy**

Please see "Therapy Services" later in this section.

## **Radiation Therapy**

Please see "Therapy Services" later in this section.

## **Rehabilitation Services**

Benefits include services in a Hospital, free-standing Facility, Skilled Nursing Facility, or in an outpatient day rehabilitation program.

Covered Services involve a coordinated team approach and several types of treatment, including skilled nursing care, physical, occupational, and speech therapy, and services of a social worker or psychologist.

To be Covered Services, rehabilitation services must involve goals you can reach in a reasonable period of time. Benefits will end when treatment is no longer Medically Necessary and you stop progressing toward those goals.

Please see "Therapy Services" in this section for further details.

## Respiratory Therapy

Please see “Therapy Services” later in this section.

## Skilled Nursing Facility

When you require Inpatient skilled nursing and related services for convalescent and rehabilitative care, Covered Services are available if the Facility is licensed or certified under state law as a Skilled Nursing Facility. Custodial Care is not a Covered Service.

## Smoking Cessation

Please see the “Preventive Care” section in this Booklet.

## Speech Therapy

Please see “Therapy Services” later in this section.

## Surgery

Your Plan covers surgical services on an Inpatient or outpatient basis, including office surgeries. Covered Services include:

- Accepted operative and cutting procedures;
- Other invasive procedures, such as angiogram, arteriogram, amniocentesis, tap or puncture of brain or spine;
- Endoscopic exams, such as arthroscopy, bronchoscopy, colonoscopy, laparoscopy;
- Treatment of fractures and dislocations;
- Anesthesia and surgical support when Medically Necessary;
- Medically Necessary pre-operative and post-operative care.

## Bariatric Surgery

Bariatric surgery and complications from bariatric surgery that satisfy Anthem’s medical policy are covered.

## Oral Surgery

**Important Note:** Although this Plan covers certain oral surgeries, many oral surgeries (e.g. removal of wisdom teeth) are not covered.

Benefits are limited to certain oral surgeries including:

- Orthognathic surgery for a physical abnormality that prevents normal function of the upper and/or lower jaw and is Medically Necessary to attain functional capacity of the affected part.
- Oral / surgical correction of accidental injuries as indicated in the “Dental Services (All Members / All Ages)” section.
- Treatment of non-dental lesions, such as removal of tumors and biopsies.
- Incision and drainage of infection of soft tissue not including odontogenic cysts or abscesses

Your Plan also covers certain oral surgeries for children. Please refer to “Pediatric Dental Essential Health Benefits” for details.



## Reconstructive Surgery

Benefits include reconstructive surgery to correct significant deformities caused by congenital or developmental abnormalities, illness, injury or an earlier treatment in order to create a more normal appearance. Benefits include surgery performed to restore symmetry after a mastectomy. Reconstructive services needed as a result of an earlier treatment are covered only if the first treatment would have been a Covered Service under this Plan.

**Note:** This section does not apply to orthognathic surgery. See the “Oral Surgery” section above for that benefit.

### Mastectomy Notice

A Member who is getting benefits for a mastectomy or for follow-up care for a mastectomy and who chooses breast reconstruction, will also get coverage for:

- Reconstruction of the breast on which the mastectomy has been performed;
- Surgery and reconstruction of the other breast to give a symmetrical appearance; and
- Prostheses and treatment of physical problems of all stages of mastectomy, including lymphedemas.

Members will have to pay the same Deductible, Coinsurance, and/or Copayments that normally apply to surgeries in this Plan.

## Telehealth Services

Telehealth is the real-time transfer of health data and help to a patient at a different location. Services are available when provided by covered providers at a Distant Site. Services include the use of interactive audio, video, or other electronic media to discuss and treat the member’s health problem when the member is receiving services at an Originating Site. These services are covered as if they would be covered services when given in a face-to-face meeting with the provider. There are limits.

Non-covered services for Telehealth also include, but are not limited to:

- Reporting normal lab or other test results;
- Office appointment requests;
- Billing, insurance coverage or payment questions;
- Requests for referrals;
- Benefit precertification;
- Doctor talking to another doctor; and
- Phone, fax, or email communications between a provider and member for Telemedicine.

Telehealth benefits include coverage for services to treat a Member through Telehealth to the same extent as though provided in person. However, Anthem may not:

- Require a Member to establish a relationship in person with a provider of health care or provide any additional consent to or reason for obtaining services through Telehealth as a condition to providing coverage;
- Require covered services to be provided through Telehealth as a condition to providing coverage for such services.

## Temporomandibular Joint (TMJ) and Craniomandibular Joint Services

Benefits are available to treat temporomandibular and craniomandibular disorders. The temporomandibular joint connects the lower jaw to the temporal bone at the side of the head and the craniomandibular joint involves the head and neck muscles.

Covered Services include removable appliances for TMJ repositioning and related surgery, medical care, and diagnostic services. Covered Services do not include fixed or removable appliances that involve movement or repositioning of the teeth, repair of teeth (fillings), or prosthetics (crowns, bridges, dentures).

## Therapy Services

### Physical Medicine Therapy Services

Your Plan includes coverage for the therapy services described below. To be a Covered Service, the therapy must improve your level of function within a reasonable period of time. Covered Services include:

- **Physical therapy** – The treatment by physical means to ease pain, restore health, and to avoid disability after an illness, injury, or loss of an arm or a leg. It includes hydrotherapy, heat, physical agents, bio-mechanical and neuro-physiological principles and devices. It does not include massage therapy services at spas or health clubs.
- **Speech therapy and speech-language pathology (SLP) services** – Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults. Therapy will develop or treat communication or swallowing skills to correct a speech impairment.
- **Occupational therapy** – Treatment to restore a physically disabled person's ability to do activities of daily living, such as walking, eating, drinking, dressing, using the toilet, moving from a wheelchair to a bed, and bathing. It also includes therapy for tasks needed for the person's job. Occupational therapy does not include recreational or vocational therapies, such as hobbies, arts and crafts.
- **Chiropractic / Osteopathic / Manipulation therapy** – Includes therapy to treat problems of the bones, joints, and the back. The two therapies are similar, but chiropractic therapy focuses on the joints of the spine and the nervous system, while osteopathic therapy also focuses on the joints and surrounding muscles, tendons and ligaments.

### Other Therapy Services

Benefits are also available for:

- **Cardiac Rehabilitation** – Medical evaluation, training, supervised exercise, and psychosocial support to care for you after a cardiac event (heart problem). Benefits do not include home programs, on-going conditioning, or maintenance care.
- **Chemotherapy** – Treatment of an illness by chemical or biological antineoplastic agents. See the section "Prescription Drugs Administered by a Medical Provider" for more details.
- **Dialysis** – Services for acute renal failure and chronic (end-stage) renal disease, including hemodialysis, home intermittent peritoneal dialysis (IPD), home continuous cycling peritoneal dialysis (CCPD), and home continuous ambulatory peritoneal dialysis (CAPD). Covered Services include dialysis treatments in an outpatient dialysis Facility. Covered Services also include home dialysis and training for you and the person who will help you with home self-dialysis.
- **Infusion Therapy** – Nursing, durable medical equipment and Drug services that are delivered and administered to you through an I.V. in your home. Also includes Total Parenteral Nutrition (TPN), Enteral nutrition therapy, antibiotic therapy, pain care and chemotherapy. May include injections (intra-

muscular, subcutaneous, continuous subcutaneous). See the section “Prescription Drugs Administered by a Medical Provider” for more details.

- **Pulmonary Rehabilitation** – Includes outpatient short-term respiratory care to restore your health after an illness or injury.
- **Radiation Therapy** – Treatment of an illness by x-ray, radium, or radioactive isotopes. Covered Services include treatment (teletherapy, brachytherapy and intraoperative radiation, photon or high energy particle sources), materials and supplies needed, and treatment planning.
- **Respiratory Therapy** – Includes the use of dry or moist gases in the lungs, nonpressurized inhalation treatment; intermittent positive pressure breathing treatment, air or oxygen, with or without nebulized medication, continuous positive pressure ventilation (CPAP); continuous negative pressure ventilation (CNP); chest percussion; therapeutic use of medical gases or Drugs in the form of aerosols, and equipment such as resuscitators, oxygen tents, and incentive spirometers; broncho-pulmonary drainage and breathing exercises.

## Transplant Services

See “Human Organ and Tissue Transplant” earlier in this section.

## Urgent Care Services

Often an urgent rather than an Emergency health problem exists. An urgent health problem is an unexpected illness or injury that calls for care that cannot wait until a regularly scheduled office visit. Urgent health problems are not life threatening and do not call for the use of an Emergency Room. Urgent health problems include earache, sore throat, and fever (not above 104 degrees).

Benefits for urgent care include:

- X-ray services;
- Care for broken bones;
- Tests such as flu, urinalysis, pregnancy test, rapid strep;
- Lab services;
- Stitches for simple cuts; and
- Draining an abscess.

## Vision Services For Members Through Age 18

These vision care services are covered for members until the end of the month in which they turn 19. To get in-network benefits, use a Blue View Vision eye care provider. For help finding one, try Find a Doctor on our website, or call us at the number on your ID card. See the Schedule of Benefits to see your Deductible, Coinsurance, Copayment and other benefit limitations.

### Routine Eye Exam

This Plan covers a complete routine eye exam with dilation, as needed. The exam is used to check all aspects of your vision.

### Eyeglass Lenses

Standard plastic (CR39) or glass eyeglass lenses up to 55 mm are covered, whether they are single vision, bifocal, trifocal (FT 25-28), progressive or lenticular.

Your Blue View Vision care provider may offer you a number of additional lens options. See the Schedule of Benefits for the list of covered lens options.

## Frames

Your Blue View Vision provider will offer you a choice of frames. They can tell you which frames are included at no extra charge — and which ones will cost you more.

## Contact Lenses

Each benefit period, you can get a lens benefit for eyeglass lenses, non-elective contact lenses or elective contact lenses. But you can only get one of those three options in a given benefit period. Your Blue View Vision provider will have a collection of contact lenses for you to choose from. They can tell you which contacts are included at no extra charge – and which ones will cost you more.

The Plan offers the following benefits for contact lenses:

- Elective Contact Lenses are ones you choose for comfort or appearance;
- Non-Elective Contact Lenses are ones prescribed for eye conditions, such as:
  - Keratoconus where the patient is not correctable to 20/40 in either or both eyes using standard spectacle lenses.
  - High Ametropia exceeding -12D or +9D in spherical equivalent.
  - Pathological myopia, aphakia, anisometropia (of 3D or more), aniseikonia, aniridia, corneal disorders, post-traumatic disorders, irregular astigmatism
  - For patients whose vision can be corrected three lines of improvement on the visual acuity chart when compared to best corrected standard spectacle lenses.
  - If contact lenses result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression.

**Note:** We will not pay for non-elective contact lenses for any member who's had elective corneal surgery, such as radial keratotomy (RK), photorefractive keratectomy (PRK), or LASIK.

## Low Vision

Low vision is when you have a significant loss of vision, but not total blindness. Your plan covers services for this condition when you go to a Blue View Vision eye care provider who specializes in low vision. They include a comprehensive low vision exam (instead of a routine eye exam), optical/non-optical aids as well as supplemental testing.

## Vision Services for Members Age 19 and Older

These vision care services are covered for members age 19 and older. To get in-network benefits, use a Blue View Vision eye care provider. For help finding one, try Find a Doctor on our website, or call us at the number on your ID card. See the Schedule of Benefits to see your Deductible, Coinsurance, Copayment and benefit limitations.

## Routine Eye Exam

This Plan covers a complete eye exam with dilation, as needed. The exam is used to check all aspects of your vision.

Please submit appeals regarding Your vision coverage to the following address:

### Vision Coverage Appeals

Blue View Vision  
555 Middle Creek Parkway

Colorado Springs, CO 80921

## **Vision Services (All Members / All Ages)**

Benefits include medical and surgical treatment of injuries and illnesses of the eye. Certain vision screenings required by Federal law are covered under the "Preventive Care" benefit.

Benefits do not include glasses or contact lenses except as listed in the "Prosthetics" benefit.

# Prescription Drugs Administered by a Medical Provider

Your Plan covers Prescription Drugs, including Specialty Drugs, that must be administered to you as part of a doctor's visit, home care visit, or at an outpatient Facility when they are Covered Services. This may include Drugs for infusion therapy, chemotherapy, hormone replacement therapy, blood products, certain injectables, and any Drug that must be administered by a Provider. This section applies when a Provider orders the Drug and a medical Provider administers it to you in a medical setting. Benefits for Drugs that you inject or get through your Pharmacy benefits (i.e., self-administered Drugs) are not covered under this section. Benefits for those Drugs are described in the "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" section.

## Important Details About Prescription Drug Coverage

Your Plan includes certain features to determine when Prescription Drugs should be covered, which are described below. As part of these features, your prescribing Doctor may be asked to give more details before we can decide if the Prescription Drug is eligible for coverage. In order to determine if the Prescription Drug is eligible for coverage, we have established criteria.

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

- Quantity, dose, and frequency of administration,
- Specific clinical criteria including, but not limited to, requirements regarding age, test result requirements, and/or presence of a specific condition or disease,
- Specific Provider qualifications including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies),
- Step therapy requiring one Drug, Drug regimen, or treatment be used prior to use of another Drug, Drug regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated.
- Use of an Anthem Prescription Drug List (a formulary developed by Anthem) which is a list of FDA-approved Drugs that have been reviewed and recommended for use based on their quality and cost effectiveness.

## Covered Prescription Drugs

To be a Covered Service, Prescription Drugs must be approved by the Food and Drug Administration (FDA) and, under federal law, require a Prescription. Prescription Drugs must be prescribed by a licensed Provider and Controlled Substances must be prescribed by a licensed Provider with an active DEA license.

Compound drugs are a Covered Service when a commercially available dosage form of a Medically Necessary medication is not available, all the ingredients of the compound drug are FDA approved as designated in the FDA's Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a prescription to dispense, and are not essentially the same as an FDA approved product from a drug manufacturer. Non-FDA approved, non-proprietary, multisource ingredients that are vehicles essential for compound administration may be covered.

## Precertification

Precertification may be required for certain Prescription Drugs to help make sure proper use and guidelines for Prescription Drug coverage are followed. We will give the results of our decision to both you and your Provider.

For a list of Prescription Drugs that need precertification, please call the phone number on the back of your Identification Card. The list will be reviewed and updated from time to time. Including a Prescription Drug or related item on the list does not guarantee coverage under your Plan. Your Provider may check with us to verify Prescription Drug coverage, to find out which drugs are covered under this section and if any drug edits apply.

Please refer to the section “Getting Approval for Benefits” for more details.

If precertification is denied you have the right to file a Grievance as outlined in the “Grievance and External Review Procedures” section of this Booklet.

### **Designated Pharmacy Provider**

Anthem in its sole discretion, may establish one or more Designated Pharmacy Provider programs which provide specific pharmacy services (including shipment of Prescription Drugs) to Members. An In-Network Provider is not necessarily a Designated Pharmacy Provider. To be a Designated Pharmacy Provider, the In-Network Provider must have signed a Designated Pharmacy Provider Agreement with us. You or your Provider can contact Member Services to learn which Pharmacy or Pharmacies are part of a Designated Pharmacy Provider program.

For Prescription Drugs that are shipped to you or your Provider and administered in your Provider’s office, you and your Provider are required to order from a Designated Pharmacy Provider. A Patient Care coordinator will work with you and your Provider to obtain Precertification and to assist shipment to your Provider’s office.

We may also require you to use a Designated Pharmacy Provider to obtain Prescription Drugs for treatment of certain clinical conditions such as Hemophilia. We reserve our right to modify the list of Prescription Drugs as well as the setting and/or level of care in which the care is provided to you. Anthem may, from time to time, change with or without advance notice, the Designated Pharmacy Provider for a Drug, if in our discretion, such change can help provide cost effective, value based and/or quality services.

If You are required to use a Designated Pharmacy Provider and you choose not to obtain your Prescription Drug from a Designated Pharmacy Provider, coverage will be provided at the Out-of-Network level.

You can get the list of the Prescription Drugs covered under this section by calling Member Services at the phone number on the back of your Identification Card or check our website at [www.anthem.com](http://www.anthem.com).

### **Therapeutic Substitution**

Therapeutic substitution is an optional program that tells you and your Doctors about alternatives to certain prescribed Drugs. We may contact you and your Doctor to make you aware of these choices. Only you and your Doctor can determine if the therapeutic substitute is right for you. For questions or issues about therapeutic Drug substitutes, call Member Services at the phone number on the back of your Identification Card.

## **Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy**

Your Plan also includes benefits for Prescription Drugs you get at a Retail or Mail Order Pharmacy. We use a Pharmacy Benefits Manager (PBM) to manage these benefits. The PBM has a network of Retail Pharmacies, a Home Delivery (Mail Order) Pharmacy, and a Specialty Pharmacy. The PBM works to make sure Drugs are used properly. This includes checking that Prescriptions are based on recognized and appropriate doses and checking for Drug interactions or pregnancy concerns.

Please note: Benefits for Prescription Drugs, including Specialty Drugs, which are administered to you by a medical Provider in a medical setting (e.g., doctor's office visit, home care visit, or outpatient Facility) are covered under the "Prescription Drugs Administered by a Medical Provider" benefit. Please read that section for important details.

### **Prescription Drug Benefits**

Prescription Drug benefits may require prior authorization to determine if your Drugs should be covered. Your In-Network Pharmacist will be told if prior authorization is required and if any additional details are needed for us to decide benefits.

#### **Prior Authorization**

Prescribing Providers must obtain prior authorization in order for you to get benefits for certain Drugs. At times your Provider will initiate a prior authorization on your behalf before your Pharmacy fills your Prescription. At other times, the Pharmacy may make you or your Provider aware that a prior authorization or other information is needed. In order to determine if the Prescription drug is eligible for coverage, we have established criteria.

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

- Quantity, dose, and frequency of administration,
- Specific clinical criteria including, but not limited to, requirements regarding age, test result requirements, and/or presence of a specific condition or disease,
- Specific Provider qualifications including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies),
- Step therapy requiring one Drug, Drug regimen, or treatment be used prior to use of another Drug, Drug regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated.
- Use of a Prescription Drug List (as described below).

You or your Provider can get the list of the Drugs that require prior authorization by calling Member Services at the phone number on the back of your Identification Card or check our website at [www.anthem.com](http://www.anthem.com). The list will be reviewed and updated from time to time. Including a Prescription Drug or related item on the list does not guarantee coverage under your Plan. Your Provider may check with us to verify Prescription Drug coverage, to find out which drugs are covered under this section and if any drug edits apply.



Anthem may, from time to time, waive, enhance, change or end certain prior authorization and/or offer alternate benefits, if in our sole discretion, such change furthers the provision of cost effective, value based and/or quality services.

If prior authorization is denied you have the right to file a Grievance as outlined in the “Grievance and External Review Procedures” section of this Booklet.

## Covered Prescription Drugs

To be a Covered Service, Prescription Drugs must be approved by the Food and Drug Administration (FDA) and, under federal law, require a Prescription. Prescription Drugs must be prescribed by a licensed Provider and you must get them from a licensed Pharmacy. Controlled Substances must be prescribed by a licensed Provider with an active DEA license.

Benefits are available for the following:

- Prescription Legend Drugs from either a Retail Pharmacy or the PBM's Home Delivery Pharmacy;
- Specialty Drugs;
- Self-administered Drugs. These are Drugs that do not need administration or monitoring by a Provider in an office or Facility. Injectables and infused Drugs that need Provider administration and/or supervision are covered under the “Prescription Drugs Administered by a Medical Provider” benefit;
- Self-injectable insulin and supplies and equipment used to administer insulin;
- Self-administered contraceptives, including oral contraceptive Drugs, self-injectable contraceptive Drugs, contraceptive patches, and contraceptive rings. Certain contraceptives are covered under the “Preventive Care” benefit. Please see that section for more details.
- Special food products or supplements when prescribed by a Doctor if we agree they are Medically Necessary.
- Flu Shots (including administration). These will be covered under the “Preventive Care” benefit.
- Immunizations (including administration) required by the “Preventive Care” benefit.
- Prescription Drugs that help you stop smoking or reduce your dependence on tobacco products. These Drugs will be covered under the “Preventive Care” benefit.
- FDA-approved smoking cessation products, including over the counter nicotine replacement products when obtained with a Prescription for a Member age 18 or older. These products will be covered under the “Preventive Care” benefit.
- Compound drugs when a commercially available dosage form of a Medically Necessary medication is not available, all the ingredients of the compound drug are FDA approved as designated in the FDA's Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a prescription to dispense, and are not essentially the same as an FDA approved product from a drug manufacturer. Non-FDA approved, non-proprietary, multisource ingredients that are vehicles essential for compound administration may be covered.
- Orally administered cancer chemotherapy drugs are covered according to state law.
- Hormone replacement therapy.

## Where You Can Get Prescription Drugs

Your Plan has three levels of coverage. To get the lowest out-of-pocket cost, you must get Covered Services from a Level 1 In-Network Pharmacy. If you get Covered Services from any other In-Network Pharmacy, benefits will be covered at Level 2 and you may pay more in Deductible, Copayments, and Coinsurance.

**Level 1 In-Network Pharmacies.** When you go to Level 1 In-Network Pharmacies, (also referred to as Core Pharmacies), you pay a lower Copayment / Coinsurance on Covered Services than when you go to other In-Network Pharmacies.

**Level 2 In-Network Pharmacies.** When you go to Level 2 In-Network Pharmacies, (also referred to as Wrap Pharmacies), you pay a higher Copayment / Coinsurance on Covered Services than when you go to a Level 1 In-Network Pharmacy.

**Level 3 Out of-Network Pharmacies.** When you go to Level 3 Out of Network Pharmacies, you will pay the highest Copayment/Coinsurance because these pharmacies are not in our network.

### **In-Network Pharmacy**

You can visit one of the local Retail Pharmacies in our network. Give the Pharmacy the prescription from your Doctor and your Identification Card and they will file your claim for you. You will need to pay any Copayment, Coinsurance, and/or Deductible that applies when you get the Drug. If you do not have your Identification Card, the Pharmacy will charge you the full retail price of the Prescription and will not be able to file the claim for you. You will need to ask the Pharmacy for a detailed receipt and send it to us with a written request for payment.

**Important Note:** If we determine that you may be using Prescription Drugs in a harmful or abusive manner, or with harmful frequency, your selection of In-Network Pharmacies may be limited. If this happens, we may require you to select a single In-Network Pharmacy that will provide and coordinate all future pharmacy services. Benefits will only be paid if you use the single In-Network Pharmacy. We will contact you if we determine that use of a single In-Network Pharmacy is needed and give you options as to which In-Network Pharmacy you may use. If you do not select one of the In-Network Pharmacies we offer within 31 days, we will select a single In-Network Pharmacy for you. If you disagree with our decision, you may ask us to reconsider it as outlined in the “Grievance and External Review Procedures” section of this Booklet.

In addition, if we determine that you may be using Controlled Substance Prescription Drugs in a harmful or abusive manner, or with harmful frequency, your selection of In-Network Providers for Controlled Substance Prescriptions may be limited. If this happens, we may require you to select a single In-Network Provider that will provide and coordinate all Controlled Substance Prescriptions. Benefits for Controlled Substance Prescriptions will only be paid if you use the single In-Network Provider. We will contact you if we determine that use of a single In-Network Provider is needed and give you options as to which In-Network Provider you may use. If you do not select one of the In-Network Providers we offer within 31 days, we will select a single In-Network Provider for you. If you disagree with our decision, you may ask us to reconsider it as outlined in the “**Grievance and External Review Procedures**” section of this Booklet.

### **Maintenance Pharmacy**

You may also obtain a 90-day supply of Maintenance Medications from a Maintenance Pharmacy. A Maintenance Medication is a Drug you take on a regular basis to treat or control a chronic illness such as heart disease, high blood pressure, epilepsy, or diabetes. If you are not sure the Prescription Drug you are taking is a Maintenance Medication or need to determine if your Pharmacy is a Maintenance Pharmacy, please call Member Services at the number on the back of your Identification Card or check our website at [www.anthem.com](http://www.anthem.com) for more details.

### **Specialty Pharmacy**

We keep a list of Specialty Drugs that may be covered based upon clinical findings from the Pharmacy and Therapeutics (P&T) Process, and where appropriate, certain clinical economic reasons. This list will change from time to time. We may require you or your doctor to order certain Specialty Drugs from the PBM's Specialty Pharmacy.

When you use the PBM's Specialty Pharmacy its patient care coordinator will work with you and your Doctor to get prior authorization and to ship your Specialty Drugs to your home or your preferred address. Your patient care coordinator will also tell you when it is time to refill your prescription.

You can get the list of covered Specialty Drugs by calling Member Services at the phone number on the back of your Identification Card or check our website at [www.anthem.com](http://www.anthem.com).

### **Home Delivery Pharmacy**

The PBM also has a Home Delivery Pharmacy which lets you get certain Drugs by mail if you take them

on a regular basis. You will need to contact the PBM to sign up when you first use the service. You can mail written prescriptions from your Doctor or have your Doctor send the prescription to the Home Delivery Pharmacy. Your Doctor may also call the Home Delivery Pharmacy. You will need to send in any Copayments, Deductible, or Coinsurance amounts that apply when you ask for a prescription or refill.

### **Out-of-Network Pharmacy**

You may also use a Pharmacy that is not in our network. You will be charged the full retail price of the Drug and you will have to send your claim for the Drug to us. (Out-of-Network Pharmacies won't file the claim for you.) You can get a claims form from us or the PBM. You must fill in the top section of the form and ask the Out-of-Network Pharmacy to fill in the bottom section. If the bottom section of this form cannot be filled out by the pharmacist, you must attach a detailed receipt to the claim form. The receipt must show:

- Name and address of the Out-of-Network Pharmacy;
- Patient's name;
- Prescription number;
- Date the prescription was filled;
- Name of the Drug;
- Cost of the Drug;
- Quantity (amount) of each covered Drug or refill dispensed.

You must pay the amount shown in the Schedule of Benefits. This is based on the Maximum Allowed Amount as determined by our normal or average contracted rate with network pharmacies on or near the date of service.

## **What You Pay for Prescription Drugs**

### **Tiers**

Your share of the cost for Prescription Drugs may vary based on the tier the Drug is in.

**Please note:** To get the lowest out-of-pocket cost, you must get Covered Services from a Level 1 In-Network Pharmacy.

- Tier 1a Drugs have the lowest Coinsurance or Copayment. This tier contains low cost and preferred Drugs that may be Generic, single source Brand Drugs, Biosimilars, Interchangeable Biologic Products, or multi-source Brand Drugs.
- Tier 1b Drugs have a higher Coinsurance or Copayment than those in Tier 1a. This tier contains low cost and preferred Drugs that may be Generic, single source Brand Drugs, Biosimilars, Interchangeable Biologic Products, or multi-source Brand Drugs.
- Tier 2 Drugs have a higher Coinsurance or Copayment than those in Tier 1a and 1b. This tier may contain preferred Drugs that may be Generic, single source, Brand Drugs, Biosimilars, Interchangeable Biologic Products or multi-source Brand Drugs.
- Tier 3 Drugs have a higher Coinsurance or Copayment than those in Tier 2. This tier may contain higher cost, preferred, and non-preferred Drugs that may be Generic, single source, Brand Drugs, Biosimilars, Interchangeable Biologic Products or multi-source Brand Drugs.
- Tier 4 Drugs have a higher Coinsurance or Copayment than those in Tier 3. This tier may contain higher cost, preferred, and non-preferred Drugs that may be Generic, single source, Brand Drugs, Biosimilars, Interchangeable Biologic Products or multi-source Brand Drugs.

We assign drugs to tiers based on clinical findings from the Pharmacy and Therapeutics (P&T) Process. We retain the right, at our discretion, to decide coverage for doses and administration (i.e., oral, injection, topical, or inhaled). We may cover one form of administration instead of another, or put other forms of administration in a different tier.

### **Prescription Drug List**

We also have an Anthem Prescription Drug List, (a formulary), which is a list of FDA-approved Drugs that have been reviewed and recommended for use based on their quality and cost effectiveness. Benefits may not be covered for certain Drugs if they are not on the Prescription Drug List.

The Drug List is developed by us based upon clinical findings, and where proper, the cost of the Drug relative to other Drugs in its therapeutic class or used to treat the same or similar condition. It is also based on the availability of over the counter medicines, Generic Drugs, the use of one Drug over another by our Members, and where proper, certain clinical economic reasons.

We retain the right, at our discretion, to decide coverage for doses and administration methods (i.e., oral, injection, topical, or inhaled) and may cover one form of administration instead of another as Medically Necessary.

You may request a copy of the covered Prescription Drug list by calling the Member Services telephone number on the back of your Identification Card or visiting our website at [www.anthem.com](http://www.anthem.com). The covered Prescription Drug list is subject to periodic review and amendment. We may add or remove drugs on the Prescription Drug List, or move drugs between tiers, to the extent permitted by law. Inclusion of a Drug or related item on the covered Prescription Drug list is not a guarantee of coverage.

### **Exception Request for a Drug not on the Prescription Drug List:**

If you or your Doctor believes you need a Prescription Drug that is not on the Prescription Drug List, please have your Doctor or pharmacist get in touch with us. We will cover the other Prescription Drug only if we agree that it is Medically Necessary and appropriate over the other Drugs that are on the List. We will make a coverage decision within 72 hours of receiving your request. If we approve the coverage of the Drug, coverage of the Drug will be provided for the duration of your prescription, including refills. If we deny coverage of the Drug, you have the right to request an external review by an Independent Review Organization (IRO). The IRO will make a coverage decision within 72 hours of receiving your request. If the IRO approves the coverage of the Drug, coverage of the Drug will be provided for the duration of your prescription, including refills.

You or your Doctor may also submit a request for a Prescription Drug that is not on the Prescription Drug List based on exigent circumstances. Exigent circumstances exist if you are suffering from a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or if you are undergoing a current course of treatment using a drug not covered by the Plan. We will make a coverage decision within 24 hours of receiving your request. If we approve the coverage of the Drug, coverage of the Drug will be provided for the duration of the exigency. If we deny coverage of the Drug, you have the right to request an external review by an IRO. The IRO will make a coverage decision within 24 hours of receiving your request. If the IRO approves the coverage of the Drug, coverage of the Drug will be provided for the duration of the exigency.

Coverage of a Drug approved as a result of your request or your Doctor's request for an exception will only be provided if you are a Member enrolled under the Plan.

You may review the current Prescription Drug List on our website at [www.anthem.com](http://www.anthem.com), under "Prescription Benefits." You may also request a copy of the Prescription Drug List by calling our Member Services department.

## **Additional Features of Your Prescription Drug Pharmacy Benefit**

### **Day Supply and Refill Limits**

Certain day supply limits apply to Prescription Drugs as listed in the “Schedule of Benefits.” In most cases, you must use a certain amount of your prescription before it can be refilled. In some cases we may let you get an early refill. For example, we may let you refill your prescription early if it is decided that you need a larger dose. Early refills may also be available for Topical Ophthalmic Products and for synchronizing Chronic Medications, as required by law. We may also authorize coverage for less than a 30-day supply for purposes of synchronizing medications. We will work with the Pharmacy to decide when this should happen. As used in this section, Chronic Medication means any drug that is prescribed to treat any disease or other condition which is determined to be permanent, persistent or lasting indefinitely, or as defined by Nevada law. Topical Ophthalmic Product means a liquid prescription drug which is applied directly to the eye from a bottle or by means of a dropper, or as defined by Nevada law.

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

### **Half-Tablet Program**

The Half-Tablet Program lets you pay a reduced Copayment on selected “once daily dosage” Drugs on our approved list. The program lets you get a 30-day supply (15 tablets) of the higher strength Drug when the Doctor tells you to take a “½ tablet daily.” You should talk to your Doctor about the choice when it is available. To get a list of the Drugs in the program call the number on the back of your Identification Card.

### **Therapeutic Substitution**

Therapeutic substitution is an optional program that tells you and your Doctors about alternatives to certain prescribed Drugs. We may contact you and your Doctor to make you aware of these choices. Only you and your Doctor can determine if the therapeutic substitute is right for you. For questions or issues about therapeutic Drug substitutes, call Member Services at the phone number on the back of your Identification Card.

### **Split Fill Dispensing Program**

The split fill dispensing program is designed to prevent and/or minimize wasted Prescription Drugs if your Prescription Drugs or dose changes between fills, by allowing only a portion of your prescription to be filled at the Specialty Pharmacy. This program also saves you out of pocket expenses. The Prescription Drugs that are included under this program have been identified as requiring more frequent follow up to monitor response to treatment and potential reactions or side-effects. You can access the list of these Prescription Drugs by calling the toll-free number on your member ID card or log on to the website at [www.anthem.com](http://www.anthem.com).

### **Special Programs**

Except when prohibited by federal regulations (such as HSA rules), from time to time we may offer programs to support the use of more cost-effective or clinically effective Prescription Drugs including Generic Drugs, Home Delivery Drugs, over the counter Drugs or preferred products. Such programs may reduce or waive Copayments or Coinsurance for a limited time.

## What's Not Covered

In this section you will find a review of items that are not covered by your Plan. Excluded items will not be covered even if the service, supply, or equipment is Medically Necessary. This section is only meant to be an aid to point out certain items that may be misunderstood as Covered Services. This section is not meant to be a complete list of all the items that are excluded by your Plan.

We will have the right to make the final decision about whether services or supplies are Medically Necessary and if they will be covered by your Plan.

- 1) **Acts of War, Disasters, or Nuclear Accidents** In the event of a major disaster, epidemic, war, or other event beyond our control, we will make a good faith effort to give you Covered Services. We will not be responsible for any delay or failure to give services due to lack of available Facilities or staff.

Benefits will not be given for any illness or injury that is a result of war, service in the armed forces, a nuclear explosion, nuclear accident, release of nuclear energy, a riot, or civil disobedience.

2) **Administrative Charges**

- a) Charges to complete claim forms,
- b) Charges to get medical records or reports,
- c) Membership, administrative, or access fees charged by Doctors or other Providers. Examples include, but are not limited to, fees for educational brochures or calling you to give you test results.

- 3) **Alternative / Complementary Medicine** Services or supplies for alternative or complementary medicine. This includes, but is not limited to:

- a) Acupuncture,
- b) Holistic medicine,
- c) Hypnosis,
- d) Aroma therapy,
- e) Massage and massage therapy,
- f) Reiki therapy,
- g) Herbal, vitamin or dietary products or therapies,
- h) Naturopathy,
- i) Thermography,
- j) Orthomolecular therapy,
- k) Contact reflex analysis,
- l) Bioenergetic synchronization technique (BEST),
- m) Iridology-study of the iris,
- n) Auditory integration therapy (AIT),
- o) Colonic irrigation,
- p) Magnetic innervation therapy,
- q) Electromagnetic therapy,
- r) Neurofeedback / Biofeedback.

4) **Ambulance Services**

- a) Commercial transport (air or ground), private aviation or air taxi services.
- b) Transportation by private automobile, commercial or public transportation or wheelchair ambulance (ambu-cab).

- c) Ambulance transport if the member could have been transported by automobile, commercial or public transportation without endangering the member's health or safety.
- 5) **Applied Behavioral Treatment** (including, but not limited to, Applied Behavior Analysis and Intensive Behavior Interventions) for all indications except as described under Autism Services in the "What's Covered" section unless otherwise required by law.
- 6) **Before Effective Date or After Termination Date** Charges for care you get before your Effective Date or after your coverage ends, except as written in this Plan.
- 7) **Certain Providers** Services you get from Providers that are not licensed by law to provide Covered Services as defined in this Booklet. Examples include, but are not limited to, masseurs or masseuses (massage therapists), physical therapist technicians, and athletic trainers.
- 8) **Charges Over the Maximum Allowed Amount** Charges over the Maximum Allowed Amount for Covered Services.
- 9) **Charges Not Supported by Medical Records** Charges for services not described in your medical records.
- 10) **Clinically-Equivalent Alternatives** Certain Prescription Drugs may not be covered if you could use a clinically equivalent Drug, unless required by law. "Clinically equivalent" means Drugs that for most Members, will give you similar results for a disease or condition. If you have questions about whether a certain Drug is covered and which Drugs fall into this group, please call the number on the back of your Identification Card, or visit our website at [www.anthem.com](http://www.anthem.com).
- 11) **Clinical Trials** Except as specifically stated as a Covered Service, this Plan does not provide coverage of:
  - a) The Investigational item, device, or service.
  - b) Items and services that are given only to satisfy data collection and analysis needs and that are not used in the direct clinical management of the patient.
  - c) A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
  - d) Any item or service that is paid for, or should have been paid for, by the sponsor of the trial.
  - e) Any portion of the Approved Clinical Trial that is customarily paid for by a government or a biotechnical, pharmaceutical or medical industry.
  - f) A drug or device which is paid for by the manufacturer, distributor or provider of the drug or device including but limited the subject of the Approved Clinical Trial itself.
  - g) Health care services that are specifically excluded from coverage under this Booklet, regardless of whether such services are provided under the Approved Clinical Trial.
  - h) Extraneous expenses related to participation in the Approved Clinical Trial including, without limitation, travel, housing and other expenses that a participant may incur.
  - i) Any expenses incurred by a person who accompanies the Member during the Approved Clinical Trial.
  - j) Any costs for the management of research relating to the Approved Clinical Trial.
- 12) **Complications of/or Services Related to Non-Covered Services** Services, supplies, or treatment related to or, for problems directly related to a service that is not covered by this Plan. Directly related means that the care took place as a direct result of the non-Covered Service and would not have taken place without the non-Covered Service.
- 13) **Compound Drugs** Compound Drugs unless all of the ingredients are FDA-approved as designated in the FDA's Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a prescription to dispense, and the compound medication is not essentially the same as an FDA-approved product from a drug manufacturer. Exceptions to non-FDA approved compound ingredients may include multi-source, non-proprietary vehicles and/or pharmaceutical adjuvants.
- 14) **Cosmetic Services.** Treatments, services, Prescription Drugs, equipment, or supplies given for

cosmetic services. Cosmetic services are meant to preserve, change, or improve how you look or are given for social reasons. No benefits are available for surgery or treatments to change the texture or look of your skin or to change the size, shape or look of facial or body features (such as your nose, eyes, ears, cheeks, chin, chest or breasts).

This Exclusion does not apply to reconstructive surgery for breast symmetry after a mastectomy

- 15) **Court Ordered Testing** Court ordered testing or care unless Medically Necessary.
- 16) **Crime** Treatment of an injury or illness that results from a crime you committed, or tried to commit. This Exclusion does not apply if your involvement in the crime was solely the result of a medical or mental condition, or where you were the victim of a crime, including domestic violence.
- 17) **Custodial Care** Custodial Care, convalescent care or rest cures. This Exclusion does not apply to Hospice services.
- 18) **Delivery Charges** Charges for delivery of Prescription Drugs.
- 19) **Dental Exclusions** coverage is not provided for the following Dental-related services:
  - Dental care for Members age 19 or older, unless covered by the medical benefits of this Plan.
  - For any condition, disease, defect, ailment or injury arising out of and in the course of employment if benefits are available under the Workers' Compensation Act or any similar law. This exclusion applies if a member receives the benefits in whole or in part. This exclusion also applies whether or not the member claims the benefits or compensation. It also applies whether or not the member recovers from any third party.
  - Dental services not listed as covered in this Booklet (including any Hospital charges, Prescription Drug charges, and dental services or supplies that do not have an American Dental Association Procedure Code).
  - For dental services prior to the effective date of this Plan or received after the coverage under this Plan has ended.
  - Services of anesthesiologists, unless required by law.
  - Analgesia, analgesia agents, medicines, or drugs for non-surgical or surgical dental care.
  - Anesthesia services, (such as intravenous or non-intravenous conscious sedation, analgesia, nitrous oxide, and general anesthesia) are not covered when given separate from a covered oral surgery service, except as required by law.
  - Dental services given by someone other than a licensed provider (dentist or physician) or their employees.
  - Dental services, appliances or restorations that are necessary to alter, restore or maintain occlusion. Includes increasing vertical dimension, replacing or stabilizing tooth structure lost by attrition, realignment of teeth, periodontal splinting and gnathologic recordings.
  - Dental services provided by dentists solely for the purpose of improving the appearance of the tooth when structure and function are satisfactory and not pathologic conditions (such as cavities) exist. Case presentations, office visits, consultations.
  - Incomplete services where the final permanent, appliance (denture, partial, bridge) or restoration (crown, filling) has not been placed.
  - Enamel microabrasion and odontoplasty.
  - Occlusal or athletic mouth guards.
  - Retreatment or additional treatment necessary to correct or relieve the results of treatment previously benefited under the Plan.
  - Biological tests for determination of periodontal disease or pathologic agents, unless covered by the medical benefits of this Plan.



- Collection of oral cytology sample via scraping of the oral mucosa, unless covered by the medical benefits of this Plan.
  - Separate services billed when they are an inherent component of another Covered Service.
  - Services for the replacement of an existing partial denture with a bridge, unless the partial denture cannot satisfactorily restore the case.
  - Additional, elective or enhanced prosthodontic procedures including but not limited to, connector bar(s), stress breakers and precision attachments.
  - Provisional splinting, temporary procedures or interim stabilization.
  - Placement or removal of sedative filling, base or liner used under a restoration that is billed separately from a restoration procedure (such as a filling).
  - Pulp vitality tests.
  - Adjunctive diagnostic tests.
  - Incomplete root canals.
  - Anatomical crown exposure.
  - Temporary anchorage devices.
  - Sinus augmentation.
  - Temporomandibular Joint Disorder (TMJ) except as covered under your medical coverage.
  - Oral hygiene instructions.
  - Repair or replacement of lost or broken appliances.
  - Removal of pulpal debridement, pulp cap, pin(s), resorbable or non-resorbable filling material(s), nor the procedures used to prepare and place material(s) in the canals (tooth roots).
  - Root canal obstruction, internal root repair of perforation defects, incomplete endodontic treatment and bleaching of discolored teeth.
  - Dental services given by someone other than a licensed provider (dentist or physician) or their employees.
  - Implant services, including maintenance or repair to an implant or implant abutment.
  - Dental services for which you would have no legal obligation to pay in the absence of this or like coverage.
- 20) **Drugs Contrary to Approved Medical and Professional Standards** Drugs given to you or prescribed in a way that is against approved medical and professional standards of practice.
- 21) **Drugs Over Quantity or Age Limits** Drugs which are over any quantity or age limits set by the Plan or us.
- 22) **Drugs Over the Quantity Prescribed or Refills After One Year** Drugs in amounts over the quantity prescribed, or for any refill given more than one year after the date of the original Prescription Order.
- 23) **Drugs Prescribed by Providers Lacking Qualifications/Registrations/Certifications** Prescription Drugs prescribed by a Provider that does not have the necessary qualifications, registrations, and/or certifications, as determined by Anthem.
- 24) **Drugs That Do Not Need a Prescription** Drugs that do not need a prescription by federal law (including Drugs that need a prescription by state law, but not by federal law.)
- 25) **Educational Services** Services or supplies for teaching, vocational, or self-training purposes, except as listed in this Booklet.
- 26) **Emergency Room Services for non-Emergency Care** Services provided in an emergency room for conditions that do not meet the definition of Emergency. This includes, but is not limited to, suture removal, routine pregnancy test, sore throat, ear ache/infection, rashes, sprains/strains, constipation,

diarrhea, upper respiratory illness, abrasions, sleep disorder, conjunctivitis/pink eye, back pain that is not sudden and severe in onset, or dental caries/cavity in an emergency room. For non-emergency care please use the closest network Urgent Care Center or your Primary Care Physician.

- 27) **Experimental / Investigational Services** Services or supplies that we find are Experimental / Investigational. This also applies to services related to Experimental / Investigational services, whether you get them before, during, or after you get the Experimental / Investigational service or supply.

The fact that a service or supply is the only available treatment will not make it a Covered Service if we conclude it is Experimental / Investigational.

- 28) **Eyeglasses and Contact Lenses** Eyeglasses and contact lenses to correct your eyesight unless listed as covered in this Booklet. This Exclusion does not apply to lenses needed after a covered eye surgery.

- 29) **Eye Exercises** Orthoptics and vision therapy.

- 30) **Eye Surgery** Eye surgery to fix errors of refraction, such as near-sightedness. This includes, but is not limited to, LASIK, radial keratotomy or keratomileusis, and excimer laser refractive keratectomy.

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

- 32) **Food and Nutrition**

- a) Enteral feedings.
- b) Tube feeding formula except as provided elsewhere in this Booklet.
- c) Weight-loss programs, exercise equipment, exercise classes, health club memberships, personal trainers, prescription or over-the-counter medications for weight loss, or obesity treatment even if the extra weight or obesity aggravates another condition.
- d) Food, meals, formulas, and supplements other than those listed above even if the food, meal, formula or supplement is the sole source of nutrition, other than as provided above.
- e) Breast feeding education, see "Preventive Care Services" section for coverage of breast feeding support.
- f) Baby formulas.
- g) Feeding clinics.

- 33) **Foot Care** Routine foot care unless Medically Necessary. This Exclusion applies to cutting or removing corns and calluses; trimming nails; cleaning and preventive foot care, including but not limited to:

- a) Cleaning and soaking the feet.
- b) Applying skin creams to care for skin tone.
- c) Other services that are given when there is not an illness, injury or symptom involving the foot.

- 34) **Foot Orthotics** Foot orthotics, orthopedic shoes or footwear or support items unless used for a systemic illness affecting the lower limbs, such as severe diabetes.

- 35) **Foot Surgery** Surgical treatment of flat feet; subluxation of the foot; weak, strained, unstable feet; tarsalgia; metatarsalgia; hyperkeratoses.

- 36) **Free Care** Services you would not have to pay for if you didn't have this Plan. This includes, but is not limited to government programs, services during a jail or prison sentence, services you get from Workers Compensation, and services from free clinics.

If Workers' Compensation benefits are not available to you, this Exclusion does not apply. This Exclusion will apply if you get the benefits in whole or in part. This Exclusion also applies whether or not you claim the benefits or compensation, and whether or not you get payments from any third party.

- 37) **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.

- 38) **Health Club Memberships and Fitness Services** Health club memberships, workout equipment, charges from a physical fitness or personal trainer, or any other charges for activities, equipment, or facilities used for physical fitness, even if ordered by a Doctor. This Exclusion also applies to health spas.
- 39) **Hearing Aids** Hearing aids or exams to prescribe or fit hearing aids, unless listed as covered in this Booklet. This Exclusion does not apply to cochlear implants.
- 40) **Home Care**
- a) Services given by registered nurses and other health workers who are not employees of or working under an approved arrangement with a Home Health Care Provider.
  - b) Food, housing, homemaker services and home delivered meals.
- 41) **Hospice Care**
- a) Services of a mental health social worker. Refer to the “Mental Health And Substance Abuse Care” heading in this section for those services covered by Anthem.
  - b) Services or supplies for personal comfort or convenience, including homemaker services.
  - c) Food services, meals, formulas, and supplements other than listed in the Hospice Care section or for dietary counseling even if the food, meal, formula or supplement is the sole source of nutrition.
  - d) Pastoral and spiritual counseling.
  - e) Services not directly related to the medical care of the member, including estate planning, drafting of wills, funeral counseling or arrangement, or other legal services.
- 42) **Infertility Testing and Treatment** Covered services do not include assisted reproductive technologies (ART) or the diagnostic tests and drugs to support it. Examples of ART include in-vitro fertilization, zygote intrafallopian transfer (ZIFT) or gamete intrafallopian transfer (GIFT).
- 43) **Lost or Stolen Drugs** Refills of lost or stolen Drugs.
- 44) **Maintenance Therapy** Rehabilitative treatment given when no further gains are clear or likely to occur. Maintenance therapy includes care that helps you keep your current level of function and prevents loss of that function, but does not result in any change for the better. This Exclusion does not apply to “Habilitative Services” as described in the “What’s Covered” section.
- 45) **Medical Equipment, Devices, and Supplies**
- a) Replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft.
  - b) Surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury.
  - c) Non-Medically Necessary enhancements to standard equipment and devices.
  - d) Standard Supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is Medically Necessary in your situation. Reimbursement will be based on the Maximum Allowable Amount for a standard item that is a Covered Service, serves the same purpose, and is Medically Necessary. Any expense that exceeds the Maximum Allowable Amount for the standard item which is a Covered Service is your responsibility.
- 46) **Medicare** For which benefits are payable under Medicare Parts A and/or B, or would have been payable if you had applied for Parts A and/or B, except, as listed in this Booklet or as required by federal law, as described in the section titled “Medicare” in “General Provisions”. If you do not enroll in Medicare Part B, We will calculate benefits as if you had enrolled. You should sign up for Medicare Part B as soon as possible to avoid large out of pocket costs.
- 47) **Mental Health Conditions**
- a) Services or care provided or billed by a school, halfway house, custodial care facility for the developmentally disabled, or outward bound programs, even if therapy is included.
  - b) Private room expenses.
  - c) Biofeedback.

- d) Psychoanalysis or psychotherapy that a member may use as credit toward earning a degree or furthering his/her education.
  - e) Hypnotherapy.
  - f) Religious, marital and social counseling.
  - g) The cost of any damages to a treatment facility caused by the member.
  - h) Recreational, sex, primal scream, sleep and Z therapies.
  - i) Self-help, stress management and weight loss programs.
  - j) Transactional analysis, encounter groups and transcendental meditation.
  - k) Sensitivity training, anger management and assertiveness training
  - l) Behavior modification programs.
  - m) Rebirthing therapy.
  - n) Custodial care.
  - o) Domiciliary care.
  - p) Psychosocial rehabilitation.
- 48) **Missed or Cancelled Appointments Charges for missed or cancelled appointments.**
- 49) **Non-approved Drugs** Drugs not approved by the FDA.
- 50) **Non-Medically Necessary Services** Services we conclude are not Medically Necessary. This includes services that do not meet our medical policy, clinical coverage, or benefit policy guidelines.
- 51) **Nutritional or Dietary Supplements** Nutritional and/or dietary supplements, except as described in this Booklet or that we must cover by law. This Exclusion includes, but is not limited to, *nutritional formulas and dietary supplements that you can buy over the counter* and those you can get without a written Prescription or from a licensed pharmacist.
- 52) **Off label use** Off label use, unless we must cover it by law or if we approve it.
- 53) **Oral Surgery** Extraction of teeth, surgery for impacted teeth and other oral surgeries to treat the teeth or bones and gums directly supporting the teeth, except as listed in this Booklet.
- 54) **Personal Care and Convenience**
- a) Items for personal comfort, convenience, protection, cleanliness such as air conditioners, humidifiers, water purifiers, sports helmets, raised toilet seats, and shower chairs,
  - b) First aid supplies and other items kept in the home for general use (bandages, cotton-tipped applicators, thermometers, petroleum jelly, tape, non-sterile gloves, heating pads),
  - c) Home workout or therapy equipment, including treadmills and home gyms,
  - d) Pools, whirlpools, spas, or hydrotherapy equipment.
  - e) Hypo-allergenic pillows, mattresses, or waterbeds,
  - f) Residential, auto, or place of business structural changes (ramps, lifts, elevator chairs, escalators, elevators, stair glides, emergency alert equipment, handrails).
- 55) **Private Duty Nursing** Private Duty Nursing Services, except as specifically stated in this Booklet, or where required by law.
- 56) **Prosthetics** Prosthetics for sports or cosmetic purposes. This includes wigs and scalp hair prosthetics.
- 57) **Residential accommodations** Residential accommodations to treat medical or behavioral health conditions, except when provided in a Hospital, Hospice, Skilled Nursing Facility, or Residential Treatment Center. This Exclusion includes procedures, equipment, services, supplies or charges for the following:
- a) Domiciliary care provided in a residential institution, treatment center, halfway house, or school

because a Member's own home arrangements are not available or are unsuitable, and consisting chiefly of room and board, even if therapy is included.

- b) Care provided or billed by a hotel, health resort, convalescent home, rest home, nursing home or other extended care facility home for the aged, infirmary, school infirmary, institution providing education in special environments, supervised living or halfway house, or any similar facility or institution.
  - c) Services or care provided or billed by a school, Custodial Care center for the developmentally disabled, or outward bound programs, even if psychotherapy is included.
  - d) Wilderness camps.
- 58) **Routine Physicals and Immunizations** Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, which are not required by law under the "Preventive Care" benefit.
- 59) **Sexual Dysfunction** Services or supplies for male or female sexual problems.
- 60) **Stand-By Charges** Stand-by charges of a Doctor or other Provider.
- 61) **Sterilization** Services to reverse an elective sterilization.
- 62) **Surrogate Mother Services** Services or supplies for a person not covered under this Plan for a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).
- 63) **Travel Costs** Mileage, lodging, meals, and other Member-related travel costs except as described in this Plan.
- 64) **Vein Treatment** Treatment of varicose veins or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) for cosmetic purposes.
- 65) **Vision Services** Your vision care services do not include services incurred for or in connection with any of the items below:
- a) Vision services for Members age 19 or older, unless covered by the medical benefits of this Booklet.
  - b) Eyeglass lenses, frames, or contact lenses for Members age 19 and older, unless listed as covered in this Booklet.
  - c) Safety glasses and accompanying frames.
  - d) For two pairs of glasses in lieu of bifocals.
  - e) Plano lenses (lenses that have no refractive power)
  - f) Lost or broken lenses or frames unless the Member has reached their normal interval for service when seeking replacements.
  - g) For services or supplies not specifically listed as covered in this Booklet.
  - h) Cosmetic lenses or options, such as special lens coatings or non-prescription lenses, unless specifically listed as covered in this Booklet.
  - i) Blended lenses.
  - j) For services or supplies combined with any other offer, coupon or in-store advertisement, or for certain brands of frames where the manufacture does not allow discounts.
  - k) For Members through age 18, no benefits are available for frames or contact lenses purchased outside of our formulary.
  - l) Services and materials not meeting accepted standards of optometric practice or services that are not performed by a licensed provider.
- 66) **Waived Cost-Shares Out-of-Network** For any service for which you are responsible under the terms of this Plan to pay a Copayment, Coinsurance or Deductible, and the Copayment, Coinsurance or Deductible is waived by an Out-of-Network Provider.

67) **Weight Loss Programs** Programs, whether or not under medical supervision, unless listed as covered in this Booklet.

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 if we must cover them by law.

## What's Not Covered Under Your Prescription Drug Retail or Home Delivery (Mail Order) Pharmacy Benefit

In addition to the above Exclusions, certain items are not covered under the Prescription Drug Retail or Home Delivery (Mail Order) Pharmacy benefit:

1. **Administration Charges** Charges for the administration of any Drug except for covered immunizations as approved by us or the PBM.
2. **Charges Not Supported by Medical Records** Charges for pharmacy services not related to conditions, diagnoses, and/or recommended medications described in your medical records.
3. **Clinically-Equivalent Alternatives** Certain Prescription Drugs may not be covered if you could use a clinically equivalent Drug, unless required by law. "Clinically equivalent" means Drugs that for most Members, will give you similar results for a disease or condition. If you have questions about whether a certain Drug is covered and which Drugs fall into this group, please call the number on the back of your Identification Card, or visit our website at [www.anthem.com](http://www.anthem.com).
4. **Compound Drugs** Compound Drugs unless all of the ingredients are FDA-approved as designated in the FDA's Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a prescription to dispense, and the compound medication is not essentially the same as an FDA-approved product from a drug manufacturer. Exceptions to non-FDA approved compound ingredients may include multi-source, non-proprietary vehicles and/or pharmaceutical adjuvants.
5. **Contrary to Approved Medical and Professional Standards** Drugs given to you or prescribed in a way that is against approved medical and professional standards of practice.
6. **Delivery Charges** Charges for delivery of Prescription Drugs.
7. **Drugs Given at the Provider's Office / Facility** Drugs you take at the time and place where you are given them or where the Prescription Order is issued. This includes samples given by a Doctor. This Exclusion does not apply to Drugs used with a diagnostic service, Drugs given during chemotherapy in the office as described in the "Prescription Drugs Administered by a Medical Provider" section, or Drugs covered under the "Medical and Surgical Supplies" benefit – they are Covered Services.
8. **Drugs Not on the Anthem Prescription Drug List (a formulary)** You can get a copy of the list by calling us or visiting our website at [www.anthem.com](http://www.anthem.com). If you or your Doctor believes you need a certain Prescription Drug not on the list, please refer to "Prescription Drug List" in the section "Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy" for details on requesting an exception.
9. **Drugs Over Quantity or Age Limits** Drugs which are over any quantity or age limits set by the Plan or us.
10. **Drugs Over the Quantity Prescribed or Refills After One Year** Drugs in amounts over the quantity prescribed, or for any refill given more than one year after the date of the original Prescription Order.
11. **Drugs Prescribed by Providers Lacking Qualifications/Registrations/Certifications** Prescription Drugs prescribed by a Provider that does not have the necessary qualifications, registrations and/or certifications, as determined by Anthem.
12. **Drugs That Do Not Need a Prescription** Drugs that do not need a prescription by federal law (including Drugs that need a prescription by state law, but not by federal law), except for injectable insulin.
13. **Family Members** Services prescribed, ordered, referred by or given by a member of your immediate family, including your spouse, child, brother, sister, parent, in-law, or self.
14. **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.

15. **Items Covered as Durable Medical Equipment (DME)** Therapeutic DME, devices and supplies except peak flow meters, spacers, and blood glucose monitors. Items not covered under the Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy benefit may be covered under the “Durable Medical Equipment and Medical Devices” benefit. Please see that section for details.
16. **Items Covered Under the “Allergy Services” Benefit** Allergy desensitization products or allergy serum. While not covered under the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” benefit, these items may be covered under the “Allergy Services” benefit. Please see that section for details.
17. **Lost or Stolen Drugs** Refills of lost or stolen Drugs.
18. **Mail Order Providers other than the PBM’s Home Delivery Mail Order Provider** Prescription Drugs dispensed by any Mail Order Provider other than the PBM’s Home Delivery Mail Order Provider, unless we must cover them by law.
19. **Non-approved Drugs** Drugs not approved by the FDA.
20. **Non-Medically Necessary Services** Services we conclude are not Medically Necessary. This includes services that do not meet our medical policy, clinical coverage, or benefit policy guidelines.
21. **Nutritional or Dietary Supplements** Nutritional and/or dietary supplements, except as described in this Booklet or that we must cover by law. This Exclusion includes, but is not limited to, nutritional formulas and dietary supplements that you can buy over the counter and those you can get without a written Prescription or from a licensed pharmacist.
22. **Off label use** Off label use, unless we must cover the use by law or if we, or the PBM, approve it.
23. **Onychomycosis Drugs** Drugs for Onychomycosis (toenail fungus) except when we allow it to treat Members who are immuno-compromised or diabetic.
24. **Over-the-Counter Items Drugs**, devices and products, or Prescription Legend Drugs with over the counter equivalents and any Drugs, devices or products that are therapeutically comparable to an over the counter Drug, device, or product may not be covered, even if written as a Prescription. This includes Prescription Legend Drugs when any version or strength becomes available over the counter.  
  
This Exclusion does not apply to over-the-counter products that we must cover as a “Preventive Care” benefit under federal law with a Prescription.
25. **Prescription Drugs** used to treat infertility.
26. **Sexual Dysfunction Drugs** Drugs to treat sexual or erectile problems.
27. **Syringes** Hypodermic syringes except when given for use with insulin and other covered self-injectable Drugs and medicine.
28. **Weight Loss Drugs** Any Drug mainly used for weight loss.



# Claims Payment

This section describes how we reimburse claims and what information is needed when you submit a claim. When you receive care from an In-Network Provider, you do not need to file a claim because the In-Network Provider will do this for you. If you receive care from an Out-of-Network Provider, you will need to make sure a claim is filed. Many Out-of-Network Hospitals, Doctors and other Providers will file your claim for you, although they are not required to do so. If you file the claim, use a claim form as described later in this section.

## Maximum Allowed Amount

### General

This section describes how we determine the amount of reimbursement for Covered Services. Reimbursement for services rendered by In-Network and Out-of-Network Providers is based on this Booklet's Maximum Allowed Amount for the Covered Service that you receive. Please see "Inter-Plan Programs" later in this section for additional information.

The Maximum Allowed Amount for this Booklet is the maximum amount of reimbursement we will allow for services and supplies:

- That meet our definition of Covered Services, to the extent such services and supplies are covered under your Booklet and are not excluded;
- That are Medically Necessary; and
- That are provided in accordance with all applicable precertification, utilization management or other requirements set forth in your Booklet.

You will be required to pay a portion of the Maximum Allowed Amount to the extent you have not met your Deductible or have a Copayment or Coinsurance. In addition, when you receive Covered Services from an Out-of-Network Provider, you may be responsible for paying any difference between the Maximum Allowed Amount and the Provider's actual charges. This amount can be significant.

When you receive Covered Services from a Provider, we will, to the extent applicable, apply claim processing rules to the claim submitted for those Covered Services. These rules evaluate the claim information and, among other things, determine the accuracy and appropriateness of the procedure and diagnosis codes included in the claim. Applying these rules may affect our determination of the Maximum Allowed Amount. Our application of these rules does not mean that the Covered Services you received were not Medically Necessary. It means we have determined that the claim was submitted inconsistent with procedure coding rules and/or reimbursement policies. For example, your Provider may have submitted the claim using several procedure codes when there is a single procedure code that includes all of the procedures that were performed. When this occurs, the Maximum Allowed Amount will be based on the single procedure code rather than a separate Maximum Allowed Amount for each billed code.

Likewise, when multiple procedures are performed on the same day by the same Doctor or other healthcare professional, we may reduce the Maximum Allowed Amounts for those secondary and subsequent procedures because reimbursement at 100% of the Maximum Allowed Amount for those procedures would represent duplicative payment for components of the primary procedure that may be considered incidental or inclusive.

NOTE: We will apply the In-Network level of benefits and the Member will not be required to pay more for the services than if the services had been received from an In-Network provider in the following circumstances:

- Where in-patient hospital care at an Out-of-Network Hospital is necessary due to the nature of the treatment;
- Where in-patient hospital care at an Out-of-Network Hospital is necessary due to In-Network Provider Hospital capacity;
- When a Member has received a precertified network exception, under the Authorized Services paragraph below.

### **Provider Network Status**

The Maximum Allowed Amount may vary depending upon whether the Provider is an In-Network Provider or an Out-of-Network Provider.

An In-Network Provider is a Provider who is in the managed network for this specific product or in a special Center of Excellence/or other closely managed specialty network, or who has a participation contract with us. For Covered Services performed by an In-Network Provider, the Maximum Allowed Amount for this Booklet is the rate the Provider has agreed with us to accept as reimbursement for the Covered Services. Because In-Network 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 Deductible or have a Copayment or Coinsurance. Please call Member Services for help in finding an In-Network Provider or visit [www.anthem.com](http://www.anthem.com).

Providers who have not signed any contract with us and are not in any of our networks are Out-of-Network 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, the Maximum Allowed Amount for this Booklet will be one of the following as determined by us:

1. An amount based on our Out-of-Network Provider fee schedule/rate, which we have established in our discretion, and which we reserve the right to modify from time to time, after considering one or more of the following: reimbursement amounts accepted by like/similar providers contracted with Anthem, reimbursement amounts paid by the Centers for Medicare and Medicaid Services for the same services or supplies, and other industry cost, reimbursement and utilization data; or
2. 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, Anthem will update such information, which is unadjusted for geographic locality, no less than annually; or
3. An amount based on information provided by a third party vendor, which may reflect one or more of the following factors: (1) the complexity or severity of treatment; (2) level of skill and experience required for the treatment; or (3) comparable Providers' fees and costs to deliver care, or
4. An amount negotiated by us or a third party vendor which has been agreed to by the Provider. This may include rates for services coordinated through case management, or
5. An amount based on or derived from the total charges billed by the Out-of-Network Provider.

**Providers who are not contracted for this product, but are contracted for other products with us are also considered Out-of-Network. For this Booklet, the Maximum Allowed Amount for services from these Providers will be one of the five methods shown above unless the contract between us and that Provider specifies a different amount.**

For Covered Services rendered outside Anthem's Service Area by Out-of-Network Providers, claims may be priced using the local Blue Cross Blue Shield plan's non-participating 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 Service Area, or a special negotiated price.

Unlike In-Network Providers, Out-of-Network Providers may send you a bill and collect for the amount of the Provider's charge that exceeds our Maximum Allowed Amount. You are responsible for paying the difference between the Maximum Allowed Amount and the amount the Provider charges. This amount can be significant. Choosing an In-Network Provider will likely result in lower out of pocket costs to you. Please call Member Services for help in finding an In-Network Provider or visit our website at [www.anthem.com](http://www.anthem.com).

Member Services is also available to assist you in determining this Booklet's Maximum Allowed Amount for a particular service from an Out-of-Network Provider. In order for us to assist you, you will need to obtain from your Provider the specific procedure code(s) and diagnosis code(s) for the services the Provider will render. You will also need to know the Provider's charges to calculate your out of pocket responsibility. Although Member Services can assist you with this pre-service information, the final Maximum Allowed Amount for your claim will be based on the actual claim submitted by the Provider.

For Prescription Drugs, the Maximum Allowed Amount is the amount determined by us using Prescription Drug cost information provided by the Pharmacy Benefits Manager.

### **Member Cost Share**

For certain Covered Services and depending on your Plan design, you may be required to pay a part of the Maximum Allowed Amount as your cost share amount (for example, Deductible, Copayment, and/or Coinsurance).

Your cost share amount and Out-of-Pocket Limits may vary depending on whether you received services from an In-Network 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 "Schedule of Benefits" in this Booklet for your cost share responsibilities and limitations, or call Member Services to learn how this Booklet's benefits or cost share amounts may vary by the type of Provider you use.

We 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 In-Network or Out-of-Network Provider. Non-covered services include services specifically excluded from coverage by the terms of your Plan and received after benefits have been exhausted. Benefits may be exhausted by exceeding, for example, benefit caps or day/visit limits.

In some instances you may only be asked to pay the lower In-Network cost sharing amount when you use an Out-of-Network Provider. For example, if you go to an In-Network Hospital or Provider Facility and receive Covered Services from an Out-of-Network Provider such as a radiologist, anesthesiologist or pathologist who is employed by or contracted with an In-Network Hospital or Facility, you will pay the In-Network cost share amounts for those Covered Services.

We and/or our designated pharmacy benefits manager may receive discounts, rebates, or other funds from drug manufacturers, wholesalers, distributors, and/or similar vendors, which may be related to certain Prescription Drug purchases under this Benefit Booklet and which positively impact the cost effectiveness of Covered Services. These amounts are retained by us. These amounts will not be applied to your Deductible, if any, or taken into account in determining your Copayment or Coinsurance.

***The following are examples for illustrative purposes only; the amounts shown may be different than this Booklet's cost share amounts; see your "Schedule of Benefits" for your applicable amounts.***

*Example: Your Plan has a Coinsurance cost share of 20% for In-Network services, and 30% for Out-of-Network services after the In-Network or Out-of-Network Deductible has been met.*

*You undergo a surgical procedure in an In-Network Hospital. The Hospital has contracted with an Out-of-Network anesthesiologist to perform the anesthesiology services for the surgery. You have no control over the anesthesiologist used.*

- The Out-of-Network anesthesiologist's charge for the service is \$1200. The Maximum Allowed Amount for the anesthesiology service is \$950; your Coinsurance responsibility is 20% of \$950, or \$190 and the remaining allowance from us is 80% of \$950, or \$760. You may receive a bill from the anesthesiologist for the difference between \$1200 and \$950. Provided the Deductible has been met, your total out of pocket responsibility would be \$190 (20% Coinsurance responsibility) plus an additional \$250, for a total of \$440.*
- You choose an In-Network surgeon. The charge was \$2500. The Maximum Allowed Amount for the surgery is \$1500; your Coinsurance responsibility when an In-Network surgeon is used is 20% of \$1500, or \$300. We allow 80% of \$1500, or \$1200. The In-Network surgeon accepts the total of \$1500 as reimbursement for the surgery regardless of the charges. Your total out of pocket responsibility would be \$300.*
- You choose an Out-of-Network surgeon. The Out-of-Network surgeon's charge for the service is \$2500. The Maximum Allowed Amount for the surgery service is \$1500; your Coinsurance responsibility for the OUT-OF-NETWORK surgeon is 30% of \$1500, or \$450 after the OUT-OF-NETWORK Deductible has been met. We allow the remaining 70% of \$1500, or \$1050. **In addition,** the Out-of-Network surgeon could bill you the difference between \$2500 and \$1500, so your total Out of Pocket charge would be \$450 plus an additional \$1000, for a total of **\$1450**.*

## **Authorized Services**

In some circumstances, such as where there is no In-Network Provider available for the Covered Service, we may authorize the In-Network cost share amounts (Deductible, Copayment, and/or Coinsurance) to apply to a claim for a Covered Service you receive from an Out-of-Network Provider. In such circumstances, you must contact us in advance of obtaining the Covered Service. We also may authorize the In-Network cost share amounts to apply to a claim for Covered Services if you receive Emergency services from an Out-of-Network Provider and are not able to contact us until after the Covered Service is rendered. If we authorize a Network cost share amount to apply to a Covered Service received from an Out-of-Network Provider, You may also still be liable for the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. Please contact Member Services for Authorized Services information or to request authorization.

***The following are examples for illustrative purposes only; the amounts shown may be different than this Booklet's cost share amounts; see your "Schedule of Benefits" for your applicable amounts.***

*Example:*

*You require the services of a specialty Provider; but there is no In-Network Provider for that specialty in your state of residence. You contact us in advance of receiving any Covered Services, and we authorize you to go to an available Out-of-Network Provider for that Covered Service and we agree that the In-Network cost share will apply.*

*Your Plan has a \$45 Copayment for Out-of-Network Providers and a \$25 Copayment for In-Network Providers for the Covered Service. The Out-of-Network Provider's charge for this service is \$500. The Maximum Allowed Amount is \$200.*

*Because we have authorized the In-Network cost share amount to apply in this situation, you will be responsible for the In-Network Copayment of \$25 and we will be responsible for the remaining \$175 of the \$200 Maximum Allowed Amount.*

*Because the Out-of-Network Provider's charge for this service is \$500, you may receive a bill from the Out-of-Network Provider for the difference between the \$500 charge and the Maximum Allowed Amount of \$200. Combined with your In-Network Copayment of \$25, your total out of pocket expense would be \$325.*

## **Claims Review**

Anthem 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 balanced billed by the Out-of-Network Provider for those services that are determined to be not payable as a result of these review processes. 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.

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

After you get Covered Services, we must receive written notice of your claim within 365 days in order for benefits to be paid. The claim must have the information we need to determine benefits. If the claim does not include enough information, we will ask for more details and it must be sent to us within the time listed below or no benefits will be covered, unless required by law.

## **Claim Forms**

Claim forms will usually be available from most Providers. If forms are not available, either send a written request for a claims form to us, or contact Member Services and ask for a claims form to be sent to you.

If you do not receive the claims form, written notice of services rendered may be submitted to us without the claim form. The same information that would be given on the claim form must be included in the written notice of claim. This includes:

- Name of patient.
- Patient's relationship with the Subscriber.
- Identification number.
- Date, type, and place of service.
- Your signature and the Provider's signature.

## **Member's Cooperation**

You will be expected to complete and submit to us all such authorizations, consents, releases, assignments and other documents that may be needed in order to obtain or assure reimbursement under Medicare, Workers' Compensation or any other governmental program. If you fail to cooperate (including if you fail to enroll under Part B of the Medicare program where Medicare is the responsible payer), you will be responsible for any charge for services.

## **Payment of Benefits**

We will make benefit payments directly to In-Network Providers for Covered Services. If you assign benefits to an Out-of-Network Provider, we will make payments to that Provider. The Provider may notify us that they hold an assignment on file and we may request a copy of such assignment. We may require that a copy of the executed assignment of benefits agreement be submitted with each claim form. In the event that payment is made directly to you, you have the responsibility to apply this payment to the claim from the Out-of-Network Provider.

Payments may also be made to, and notice regarding the receipt and/or adjudication of claims sent to,

an Alternate Recipient (any child of a Subscriber who is recognized, under a Qualified Medical Child Support Order (QMCSO), as having a right to enrollment under the Group's Contract), or that person's custodial parent or designated representative. Any benefit payments made by us will discharge our obligation for Covered Services. You cannot assign your right to benefits to anyone, except as required by a Qualified Medical Child Support Order as defined by ERISA or any applicable state law.

Once a Provider performs a Covered Service, we will not honor a request for us to withhold payment of the claims submitted.

## **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 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 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 ("nonparticipating providers") don't 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<sup>®</sup> Program**

Under the BlueCard<sup>®</sup> Program, when you receive Covered Services within the geographic area served by a Host Blue, we will still fulfill our contractual obligations. But, the Host Blue is responsible for: (a) contracting with its Providers; and (b) handling its interactions with those Providers.

When you receive Covered Services outside the Anthem Service Area and the claim is processed through the BlueCard Program, the amount you pay is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to Us.

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

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

#### **B. Value-Based Programs**

## *BlueCard<sup>®</sup> Program*

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

### **C. 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.

### **D. Nonparticipating Providers Outside Our Service Area**

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

When Covered Services are provided outside of Anthem's Service Area by non-participating providers, we may determine benefits and make payments based on pricing from either the Host Blue or the pricing arrangements required by applicable state or federal law. In these situations, the amount you pay for such services as Deductible, Copayment or Coinsurance 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 Service Area, or a special negotiated price to determine the amount we will pay for services provided by nonparticipating providers. In these situations, you may be liable for the difference between the amount that the nonparticipating provider bills and the payment we make for the Covered Services as set forth in this paragraph.

### **E. Blue Cross Blue Shield Global Core<sup>®</sup> Program**

If you plan to travel outside the United States, call Member Services to find out your Blue Cross Blue Shield Global Core<sup>®</sup> benefits. Benefits for services received outside of the United States may be different from services received in the United States. Remember to take an up to date health ID card with you.

When you are traveling abroad and need medical care, you can call the Blue Cross Blue Shield Global Core<sup>®</sup> Service Center any time. They are available 24 hours a day, seven days a week. The toll free number is 800-810-2583. Or you can call them collect at 804-673-1177.

If you need inpatient hospital care, you or someone on your behalf, should contact us for preauthorization. Keep in mind, if you need Emergency medical care, go to the nearest hospital. There is no need to call before you receive care.

Please refer to the "Getting; Approval for Benefits" section in this Booklet for further information. You can learn how to get preauthorization when you need to be admitted to the hospital for Emergency or non-emergency care.

### **How Claims are Paid with Blue Cross Blue Shield Global Core<sup>®</sup>**

In most cases, when you arrange inpatient hospital care with Blue Cross Blue Shield Global Core<sup>®</sup>, claims will be filed for you. The only amounts that you may need to pay up front are any Copayment, Coinsurance or Deductible amounts that may apply.

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

- Doctors services;
- Inpatient hospital care not arranged through Blue Cross Blue Shield Global Core<sup>®</sup>; and
- Outpatient services.

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

When you need Blue Cross Blue Shield Global Core<sup>®</sup> claim forms you can get international claims forms in the following ways:

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

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



# Coordination of Benefits When Members Are Insured Under More Than One Plan

We coordinate benefits when you have duplicate coverage.

**Duplicate Coverage** - Duplicate coverage exists when you are covered by this coverage and also covered by another group or group type health or dental insurance or health or dental care benefits coverage or blanket coverage, or where permitted by law, an individual insurance policy. The total benefits received by you, or on your behalf, from all coverage's combined for any claim for Covered Services will not exceed 100 percent of the total covered charges.

Allowable Expense is a health care expense, including deductibles, coinsurance and copayments, that is covered at least in part by any plan covering the Member. When a plan provides benefits in the form of services, the reasonable cash value of each service will be considered an allowable expense and a benefit paid. An expense that is not covered by any plan covering the Member is not an allowable expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging the Member is not an allowable expense.

The following are not allowable expense:

1. The difference between the cost of a semi-private hospital room and a private hospital room, unless one of the plans provides coverage for private hospital room expenses.
2. If the member is 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 the member is covered by two plans that provide benefits or services on the basis of negotiated rates or fees, an amount in excess of the highest of the negotiated rates.
4. If the member is covered by one plan that calculates its benefits or services on the basis of usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology and another plan that provides its benefits or services on the basis of negotiated fees, the primary plan's payment arrangement shall be the allowable expense for all plans. However, if the provider has contracted with the secondary plan to provide the benefit or service for a specific negotiated fee or payment amount that is different than the primary plan's payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the allowable expense used by the secondary plan to determine its benefits.
5. The amount of any benefit reduction by the primary plan because the member failed to comply with the Plan provisions is not an allowable expense. Examples of these types of plan provisions include second surgical opinions, precertification of admissions, and preferred provider arrangements.
6. If the member advises Anthem that all plans covering the member are high deductible health plans as defined by Section 223 of the Internal Revenue Code, and the member intends 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.

**Pediatric Dental Coordination of Benefits (COB).** Pediatric Dental COB provisions are applicable to only the pediatric dental benefits found in the “What’s Covered” section under “Dental Services for Members Through 18.” If pediatric dental Essential Health Benefits are included as part of the medical plan, the medical plan will be the primary coverage and any standalone dental plan will be secondary.

If the member has two medical plans, each offering pediatric dental Essential Health Benefit coverage for spouse and family, the Order of Benefits Determination rules below apply.

**How We Determine Which Coverage is Primary and Which is Secondary –** We will determine the primary coverage and secondary coverage according to the following rule: A coverage is primary if it does not have order of benefit determination rules or if it has rules that differ from those permitted by state law.

The amount that is subject to the Primary high-deductible health plan’s deductible, if We have been advised by you that all Plans covering you are high-deductible health plans and you intend to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code of 1986.

**Duplicate Coverage on Members -** A coverage is primary if the Member claiming benefits is the person in whose name the policy is issued but who is not a Dependent under that coverage (except when covered by Medicare or COBRA).

The benefits of a coverage which covers a person as an employee who is not laid off or retired (or as that employee’s Dependent) is primary before benefits of a coverage which covers that person as a laid-off or retired employee (or as that employee’s Dependent).

When you (including your Dependent family Members) have duplicate coverage carried through two or more employers, the policy that has been in force the longest period of time is primary. The policy that has been in force the shortest period of time is secondary.

When the coverage through one of the employers is a COBRA policy and one of the coverage’s is through active employment, the coverage through active employment is primary.

NOTE: Change in plan administrators is considered continuous coverage. Therefore, the Effective Date of the coverage in that group is the Effective Date with the original carrier who provided insurance or the original administrator for self-funded plans, as long as there were no lapses in coverage. Information about coordinating benefits for Members who hold two insurance policies and Medicare may be found under the “Members with Medicare and Two Group Insurance Policies” heading in this section of this Benefit Booklet.

**Duplicate Coverage on Spouses -** When your Spouse has group coverage through an employer and is actively working, that coverage is primary for the Spouse.

When the coverage carried by the Spouse is through retiree or inactive employment, that coverage will be primary over the coverage carried by our Subscriber.

When the Spouse’s coverage through the employer is a COBRA policy and our coverage is active, then the Spouse’s COBRA coverage will be secondary to us.

Note: Information about coordinating benefits for Members who hold two insurance policies and Medicare may be found under the heading “Members with Medicare and Two Group Insurance Policies” heading in this section.

**Duplicate Coverage on Dependent Children (when parents are not separated or divorced) -** If both coverages cover the child as a Dependent, the benefits of the coverage of the parent whose birthday occurs earlier in the year is primary (“Birthday Rule”) over those of the coverage of the parent whose birthday falls later in that year. However, if both parents have the same birthday (month and day, not year), then the benefits of the coverage that has covered **the parent** and Dependent(s) longest is primary over the coverage which has covered the **other parent** and Dependent(s) for a shorter period of time.

If either form of coverage does not follow the Birthday Rule, the male subscriber's insurance or plan is the primary Plan.

**Duplicate Coverage on Dependent Children (when parents are separated or divorced)** – We require a copy of the divorce decree to establish primacy on children of divorced parents.

When the specific terms of a court decree state that one of the parents is responsible for providing health insurance for the child that insurance policy is primary. The insurance policy of the other parent is the secondary coverage.

The insurance policy or plan of the parent with legal custody of the child is primary. When the parent with custody remarries, the custodial parent's coverage remains primary. The stepparent's coverage becomes secondary, and the coverage of the parent without custody pays **after** the stepparent's coverage.

The Birthday Rule (benefits of the coverage of the parent whose birthday occurs earlier in the year are primary) applies when the specific terms of the court decree state that the parents share joint custody and both must provide health benefits.

The Birthday Rule applies when the specific terms of the court decree state that the parents share joint custody, without stating which parent is responsible for providing health benefits for the child.

When the divorce decree states that one of the parents is responsible for providing health insurance and the parents share joint custody, then the parent providing the coverage will be primary.

**Members with a Stand-Alone Dental Policy** - For Covered Services provided by an Oral and Maxillofacial Surgeon, the Plan will be secondary for when the Member is covered under a Stand-Alone Dental Policy. "Oral and Maxillofacial Surgeon" means a dentist who has been issued a specialist's license to practice oral and maxillofacial surgery pursuant to NRS 631.250 and who provides any of the services described in paragraph (c) of subsection 1 of NRS 631.215. "Stand-Alone Dental Policy" means any policy which only pays for or reimburses any part of the cost of dental care, as defined in NRS 695D.030, and is offered or issued separately from a policy of health insurance.

**How We Coordinate Benefits** - When we are the primary coverage, including if you have other coverage under an individual policy of insurance, we pay benefits under the terms of this Benefit Booklet. When we are the secondary coverage, we may pay up to the difference between benefits that would be payable by the primary coverage and the amount that would be payable under this Benefit Booklet in the absence of a Coordination of Benefits provision, so long as that difference is not more than this Plan would normally pay. Benefits provided under any other coverage include benefits that would have been provided had a claim been made for these benefits.

**Determining Primacy Between Medicare and this Plan** – We will be the primary payer for persons age 65 and older with Medicare coverage if the Subscriber is actively working for an employer who is providing the Subscriber's health insurance and the employer has 20 or more employees. Medicare will be the primary payer for persons age 65 and older with Medicare coverage if the Subscriber is not actively working and the member is enrolled in Medicare. Medicare will be the primary payer for persons with Medicare age 65 and older if the employer has less than 20 employees and the member is enrolled in Medicare.

This Plan will be the primary payer for persons under age 65 with Medicare coverage when Medicare coverage is due to disability if the member is actively working for an employer who is providing the member's health coverage and the employer has 100 or more employees. Medicare will be the primary payer for persons enrolled with Medicare due to disability if the member is not actively working or the employer has less than 100 employees.

This Plan will be the primary payer for persons under age 65 with Medicare coverage when Medicare coverage is due to End Stage Renal Disease (ESRD), for the first 30 months from the **entitlement to or eligibility for** Medicare (whether or not Medicare is taken at that time). After 30 months, Medicare will become the primary payer if Medicare is in effect (30-month coordination period).

When a Member becomes eligible for Medicare due to a second entitlement (such as age), we remain

primary, if we were primary at the point when the second entitlement became effective, for the duration of 30 months after the Medicare entitlement or eligibility due to ESRD. If Medicare was primary at the point of the second entitlement, then Medicare remains primary. There will be no 30-month coordination period for ESRD.

**Members with Medicare and Two Group Insurance Policies** - If Medicare is secondary to a group coverage (see Medicare primacy rules), the primary coverage covering the Member will pay first, Medicare will pay second, and the coverage covering the Member as a retiree or inactive employee or Dependent will pay third. The order of primacy is not based on the group health insurance subscriber.

If Medicare is the primary payer due to Medicare primacy rules, then the rules of primacy for employees and their Spouses will be used to determine the coverage that will pay second and third. The rules of primacy can be found under the heading "Double Coverage on Spouses."

**Your Obligations** – You have an obligation to provide us with current and accurate information regarding the existence of other coverage.

Benefits payable under another coverage include benefits that would be payable under that coverage, whether or not a claim is made, and benefits that would have been paid but were refused because the claim was not sent to the Provider of other coverage on a timely basis.

Your benefits under this Benefit Booklet will be reduced by the amount that such benefits would duplicate benefits payable under the primary coverage.

**Anthem's Rights to Receive and Release Necessary Information** – We may release to, or obtain, from any insurance company or other organization or person any information which we may need to carry out the terms of this Booklet. Members will furnish to us such information as may be necessary to carry out the terms of this Booklet.

**Payment of Benefits to Others** - Whenever payments that should have been made under this Benefit Booklet have been made under any other coverage, we will have the right to pay to the other coverage any amount we determine to be warranted to satisfy the intent of this provision. Any amount so paid will be considered to be benefits paid under this Benefit Booklet, and with that payment we will fully satisfy our liability under this provision.

**Right of Overpayment Recovery** - If we have overpaid for Covered Services under this provision, we will have the right, by offset or otherwise, to recover the excess amount from you or any person or entity to which, or on whose behalf, the payments were made.

## **Subrogation and Reimbursement**

These provisions apply when we pay benefits as a result of injuries or illness and another party(ies) agrees or is ordered to pay money because of these injuries or when the member has received or is entitled to receive a recovery because of these injuries or illnesses.

### **Subrogation**

We have the right to recover payments we make on the Member's behalf. Except where prohibited by law or regulation, the following applies:

- We have a lien for the full amount of benefits we have paid from any recovery, including, but not limited to, the other party or parties who caused the injuries or illness, the insurer or other indemnifier of the party or parties who caused the injuries or illness, a guarantor of the party or parties who caused the injuries or illness, or any other person, entity, policy or plan that may be liable or legally responsible in relation to the injuries or illness. We will not seek to recover payments from individual health insurance, health insurance under a franchise plan, no-fault automobile insurance, automobile medical insurance or any other first-party coverage of the member.
- The Member and the Member's legal representative must do whatever is necessary to enable us to exercise our rights and do nothing to prejudice them.
- We have the right to take whatever legal action we see fit against any party or entity to recover the benefits paid under this Benefit Booklet.
- We are not responsible for any attorney fees, other expenses or costs incurred without our prior written consent.

### **Right of Reimbursement**

If the Member, the Member's legal representative, or beneficiary obtain a recovery sufficient to satisfy in full the Member's claim against the third party(ies) and we have not been repaid for the benefits we paid on the Member's behalf, we shall have a lien right to be repaid from the recovery in the amount of the benefits paid on the member's behalf and the following apply:

- Once the Member is made whole, the Member must reimburse us to the extent of benefits we paid on the Member's behalf from any recovery, including, but not limited to, the other party or parties who caused the injuries or illness, the insurer or other indemnifier of the party or parties who caused the injuries or illness, a guarantor of the party or parties who caused the injuries or illness, or any other person, entity, policy or plan that may be liable or legally responsible in relation to the injuries or illness. We will not seek to recover payments from individual health insurance, health insurance under a franchise plan, no-fault automobile insurance, automobile medical insurance or any other first-party coverage of the member.
- Notwithstanding any allocation made in a settlement agreement, we shall have a right of reimbursement against any recovery.

### **The Member's Duties**

- The Member, the Member's legal representative, or beneficiary must notify us promptly of how, when and where an accident or incident resulting in personal injury or illness to the Member occurred and all information regarding the parties involved or any other information requested by us.
- The Member, the Member's legal representative, or beneficiary must cooperate with us in the investigation, settlement and protection of our rights.
- The Member, the Member's legal representative, or beneficiary must not do anything to prejudice our rights.
- Upon request, the Member, the Member's legal representative, or beneficiary must send us copies of all police reports, notices or other papers received in connection with the accident or incident resulting in personal injury or illness.
- The Member, the Member's legal representative, or beneficiary must promptly notify us if the Member retains an attorney or if a lawsuit is filed.

- The Member, the Member's legal representative, or beneficiary must immediately notify us if a trial is commenced, if a settlement occurs or if potentially dispositive motions are filed in a case.

## Member Rights and Responsibilities

As a Member you have rights and responsibilities when receiving health care. As your health care partner, we want to make sure your rights are respected while providing your health benefits. That means giving you access to our network health care Providers and the information you need to make the best decisions for your health. As a Member, you should also take an active role in your care.

### **You have the right to:**

- Speak freely and privately with your health care Providers about all health care options and treatment needed for your condition no matter what the cost or whether it is covered under your Plan.
- Work with your Doctors to make choices about your health care.
- Be treated with respect and dignity.
- Expect us to keep your personal health information private by following our privacy policies, and state and Federal laws.
- Get the information you need to help make sure you get the most from your health Plan, and share your feedback. This includes information on:
  - Our company and services.
  - Our network of health care Providers.
  - Your rights and responsibilities.
  - The rules of your health Plan.
  - The way your health Plan works.
- Make a complaint or file an appeal about:
  - Your health Plan and
  - any care you receive.
  - Any Covered Service or benefit decision that your health Plan makes.
- Say no to care, for any condition, sickness or disease, without having an effect on any care you may get in the future. This includes asking your Doctor to tell you how that may affect your health now and in the future.
- Get the most up-to-date information from a health care Provider about the cause of your illness, your treatment and what may result from it. You can ask for help if you do not understand this information.

### **You have the responsibility to:**

- Read all information about your health benefits and ask for help if you have questions.
- Follow all health Plan rules and policies.
- Choose an In-Network Primary Care Physician, also called a PCP, if your health Plan requires it.
- Treat all Doctors, health care Providers and staff with respect.
- Keep all scheduled appointments. Call your health care Provider's office if you may be late or need to cancel.
- Understand your health problems as well as you can and work with your health care Providers to make a treatment plan that you all agree on.
- Inform your health care Providers if you don't understand any type of care you're getting or what they want you to do as part of your care plan.
- Follow the health care plan that you have agreed on with your health care Providers.
- Give us, your Doctors and other health care Providers the information needed to help you get the best possible care and all the benefits you are eligible for under your health Plan. This may include information about other health insurance benefits you have along with your coverage with us.
- Inform Member Services if you have any changes to your name, address or family members covered under your Plan.

If you would like more information, have comments, or would like to contact us, please go to [anthem.com](https://www.anthem.com) and select Customer Support > Contact Us. Or call the Member Services number on your ID card.

We want to provide high quality benefits and customer service to our Members. Benefits and coverage for services given under the Plan are governed by the Booklet and not by this Member Rights and Responsibilities statement.



## **Grievance and External Review Procedures**

We want your experience with us to be as positive as possible. There may be times, however, when you have a complaint, problem, or question about your Plan or a service you have received. In those cases, please contact Member Services by calling the number on the back of your ID card. We will try to resolve your complaint informally by talking to your Provider or reviewing your claim. If you are not satisfied with the resolution of your complaint, you have the right to file a Grievance, which is defined as follows:

This section explains what to do if you disagree with our denial, in whole or in part, of a claim, requested service or supply, and how to file a Complaint, Appeal or Grievance with us.

### **Complaints**

If you have a Complaint about any aspect of our services or claims processing, you should contact our Member Services department or write us at:

Anthem Blue Cross and Blue Shield  
700 Broadway  
Denver, CO 80273

Please submit Complaints regarding your dental coverage to the following address:

Anthem Blue Cross and Blue Shield  
P.O. Box 1122  
Minneapolis, MN 55440-1122

Please submit Complaints regarding your vision coverage to the following address:

Anthem Blue Cross and Blue Shield / Blue View Vision  
555 Middle Creek Parkway  
Colorado Springs, CO 80921

If you have questions regarding eligibility or Membership, contact our Member Services department or write us at:

Anthem Blue Cross and Blue Shield  
P.O. Box 172405  
Denver, CO 80217-2405

A trained representative will work to clear up any confusion and resolve your concerns. If you are not satisfied with the resolution, you can file an Appeal as explained under the "Appeals" heading in this section.

## Appeals

While we encourage you to file Appeals within 60 days of the adverse benefit determination, the written or oral Appeal must be received by us within 180 days of the adverse benefit determination. Appeals may be for pre-service denials or post-service denials. We will assign an employee to assist you in the Appeal process. You may send written Appeals to the following address:

Anthem Blue Cross and Blue Shield  
Appeals Department  
700 Broadway  
Denver, CO 80273

Please submit appeals regarding your dental coverage to the following address:

Anthem Blue Cross and Blue Shield  
P.O. Box 1122  
Minneapolis, MN 55440-1122

Please submit appeals regarding your vision coverage to the following address:

Anthem Blue Cross and Blue Shield / Blue View Vision  
555 Middle Creek Parkway  
Colorado Springs, CO 80921

The Appeal must state plainly the reason(s) why you disagree with our claim decision, refusal to authorize or cover a requested service or supply, or how we calculated the benefit. You should include any documents not originally submitted with the claim or request for the service or supply and any other information that you feel may have a bearing on the decision.

Through the Appeal process, you can access two levels of Appeal, and, where appropriate, independent external review. You can designate a representative (e.g., your Physician or anyone else of your choosing) to assist you with filing any level of Appeal. In some instances, we may ask you to designate your representative in writing. You or your representative can review the Appeal file on request, and can present evidence as part of the Appeal process. If, after our denial, we consider, rely on or generate any new or additional evidence in connection with your claim, we will provide you with that new or additional evidence, free of charge. We will not base our appeal decision on a new or additional rationale without first providing you (free of charge) with, and a reasonable opportunity to respond to, any such new or additional rationale.

**First Level Appeal** — This is an Appeal in which the Anthem Appeal Board reviews the Appeal and makes a determination. The majority of the Appeal Board are Members who receive health care benefits from us and who were not involved in the initial adverse benefit determination, but a person who was previously involved with the denial may answer questions. The Appeal Board will make its determination within 30 days after receipt of the Appeal, unless you agree to a longer period. You will receive written notification of the Appeal Board's determination, with the reasons for its decision.

**Second Level Appeal** — If the First Level Appeal decision is not satisfactory, you can (but do not have to) file a Second Level Appeal. You have 60 days from receiving the First Level Appeal decision in which to request a Second Level Appeal. The panel of the Second Level Appeal Board includes a minimum of three people. The majority of the Second Level Appeal Board are Members who receive health care benefits from us. At the Second Level Appeal, you or your representative may appear or be teleconferenced in to present information.

We will provide you with a copy of the Second Level Appeal Board's written decision within 30 days after receipt of the Appeal request, unless you agree to a longer period of time. We will provide a copy of the decision to any Provider who submits a Second Level Appeal on your behalf.

**Expedited First Level Appeal** — You or your representative have the right to request an expedited Appeal when the time frames for a standard review could: (1) seriously jeopardize your life or health; (2) jeopardize your ability to regain maximum function; or (3) in the opinion of a physician with knowledge of your medical condition, would subject you to severe pain that cannot be adequately managed without the care or treatment that is the subject of the appeal. Expedited Appeals will be resolved as quickly as medical circumstances require, but not later than 72 hours after receipt of the request. Except as mentioned below, expedited Appeals are not available when the service or supply in question has already been provided to you.

**Independent External Review Appeal** — If our decision involved making a judgment as to the medical necessity, appropriateness, health care setting, level of care or effectiveness of the health care service or treatment you requested, you may have the right to Independent External Review, where our decision will be reviewed by health care professionals who have no association with us. You may also request an Independent External Review when a claim has been denied based upon a determination that the recommended or requested health care service or treatment is experimental or investigational treatment. Except as noted below, in order to request an Independent External

Review, you must have first completed a First Level Appeal, but you can make such a request either after or instead of choosing to file a Second Level Appeal. But if we fail to respond to a Complaint or Appeal within thirty (30) calendar days, and you have not agreed to an extension, you can request an Independent External Review and you will be considered to have exhausted the internal Appeals process. Also, in some instances, we may (but are not required to) agree to an Independent External Review even if you have not exhausted the First Level Appeal. If we fail to follow the Appeal procedures outlined under this section the Appeals process may be deemed exhausted. However, the Appeals process will not be deemed exhausted due to minor violations that do not cause, and are not likely to cause, prejudice or harm so long as the error was for good cause or due to matters beyond our control.

The request for Independent External Review must be made to the Nevada Office of the Governor, Consumer Health Assistance within four months after the adverse benefit determination or our final Appeal determination, whichever is later. Except as mentioned below for expedited external review Appeals, the request must be in writing on a form available through the Office of Consumer Health Assistance, which can be contacted at:

555 E. Washington Ave., Ste. 4800  
Las Vegas, NV 89101  
Phone: 702-486-3587 Fax: 702-486-3586  
Toll Free: 1-888-333-1597

- Within 5 business days after receiving the request for external review, the Office of Consumer Health Assistance shall notify you, us and other interested parties that a request for external review has been filed.
- As soon as practical, the Office of Consumer Health Assistance shall assign the Independent Review Organization.
- Within 5 business days after receiving the assignment from the Office of Consumer Health Assistance identifying the Independent Review Organization, we shall provide all documents and materials relating to the adverse determination to the Independent Review Organization.
- Within 5 days after receiving notification from the Office of Consumer Health Assistance and the materials from us, the Independent Review Organization will review the materials and notify you if additional information is needed to conduct the review.
- Additional information must be provided within 5 days after receiving the request.
- The Independent Review Organization shall forward a copy of the additional information to us within 1 business day after receipt.
- Within 15 days of completing the review, the Independent Review Organization shall submit a copy of its determination to you.

**When you or your representative request Independent External Review, you will be required**

**to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision.**

Not all requests will be eligible for Independent External Review. If your claim is determined to be not eligible for Independent External Review, you will be notified of that decision. However, if your denial is eligible for Independent External Review, an Independent Review Organization will be assigned to conduct the review and issue a decision.

**Expedited Independent External Review Appeals** — An expedited review may be requested from the Office of Consumer Health Assistance when: (1) an adverse benefit determination concerns an

admission, availability of care, continued stay or health care service for which you received emergency services but have not been discharged from the facility providing the services or care; or (2) failure to proceed in an expedited manner may jeopardize your life or health or your ability to regain maximum function; or (3) if the claim has been denied based upon a determination that the service or treatment is experimental or investigational, your treating Physician certifies in writing that the recommended service or treatment would be significantly less effective if not promptly initiated.

Typically, you must complete a First Level Appeal prior to requesting external review. However, if the adverse determination involves a denial based on a determination that the service or treatment is experimental or investigational and the treating Physician certifies in writing that the service or treatment would be significantly less effective if not promptly initiated, and, if you have a medical condition where the time to complete an Expedited First Level Appeal would seriously jeopardize your life, health or ability to regain maximum function, then you or your representative can request Expedited Independent External Review at the same time as requesting an Expedited First Level Appeal. If eligible for Expedited Independent External Review, the Independent Review Organization assigned to your case will then determine whether the Independent External Review should be decided before your Expedited First Level Appeal.

- The Office of Consumer Health Assistance shall approve or deny a request for an expedited external review within 72 hours after it receives proof of whether the request qualifies for expedited external review.
- Upon determination that the request is eligible for an expedited external review, Office of Consumer Health Assistance shall assign an Independent Review Organization within 1 working day after approving the request.
- We shall provide all documents and information used to make the adverse determination to the Independent Review Organization within 24 hours after receiving notice from the Office of Consumer Health Assistance assigning the request.
- The Independent Review Organization must complete its review within 48 hours (unless you and Anthem agree to a longer period) after receiving the assignment.
- Within 24 hours after completing the assignment, the Independent Review Organization must notify you, Physician and Anthem of its determination by telephone, followed up in writing within 48 hours.

You or your provider can request (orally or in writing) an Expedited Independent External Review. Requests for Expedited Independent External Review must be made to the Office of Consumer Health Assistance within four months of an adverse benefit determination or our final Appeal determination, whichever is later. The Office of Consumer Health Assistance can be reached at:

555 E. Washington Ave., Ste. 4800  
Las Vegas, NV 89101  
Phone: 702-486-3587 Fax: 702-486-3586  
Toll Free: 1-888-333-1597

**When you or your representative request Independent External Review, you will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision.**

Not all requests will be eligible for Independent External Review. If your claim is determined to be not eligible for Independent External Review, you will be notified of that decision. However, if your denial is eligible for Independent External Review, an Independent Review Organization will be assigned to conduct the review and issue a decision

**Appeals Involving Independent Medical Evaluations** - If we require an independent medical, dental, or chiropractic evaluation to make a final determination of benefits or care, we may require you to submit to the independent medical evaluation. The evaluation will be conducted by a Physician, Dentist, or chiropractor who is certified to practice in the same field of practice as the primary treating Physician, Dentist, or chiropractor, or who is formally educated in that field.

The independent evaluation must include a physical examination of the patient, unless deceased, and a personal review of all x-rays and reports prepared by the primary treating Physician, Dentist, or chiropractor. A certified copy of all reports of findings must be sent to the primary treating Physician, Dentist, or chiropractor and you within 10 working days after the evaluation. If you disagree with the findings of the evaluation, you must submit an Appeal to Anthem, pursuant to the procedure for binding arbitration as established by the American Arbitration Association, within 30 days after receipt of the findings of the evaluation. Upon receipt of an Appeal, we will notify the primary treating Physician, Dentist, or chiropractor in writing.

We will not limit or deny coverage for care related to a disputed claim that requires an independent medical evaluation while the dispute is in arbitration. However, if we prevail in the arbitration, the primary treating Physician, Dentist, or chiropractor may not recover any payment from us, the subscriber or the patient for services that the Physician, Dentist, or chiropractor provided to the patient after receiving written notice from us.

## **Grievances**

You may send a written Grievance to the following address within 60 days of the event:

Anthem Blue Cross and Blue Shield  
Quality Management Department  
700 Broadway Denver, CO 80273

Please submit grievances regarding your dental coverage to the following address:

Anthem Blue Cross and Blue Shield  
P.O. Box 1122  
Minneapolis, MN 55440-1122

Please submit grievances regarding your vision coverage to the following address:

Anthem Blue Cross and Blue Shield / Blue View Vision  
555 Middle Creek Parkway  
Colorado Springs, CO 80921

Our Quality Management Department will acknowledge receipt of, and investigate, your Grievance. We treat each Grievance investigation in a strictly confidential manner.

**Legal Action**

Before you take legal action on a claim decision, you must first follow the process outlined under the heading “Appeals” in this section and you must meet all the requirements of this Booklet.

No action in law or in equity shall be brought to recover on this Booklet prior to expiration of 60 calendar days after a claim has been filed in accordance with the requirements of this Booklet. No such action shall be brought at all unless brought within three years after claim has been filed as required by the Booklet. If your health benefit plan is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and your legal action is based on an adverse benefit determination, any civil action under Section 502(a) of ERISA must be brought within one year of the final internal (First or Second Level) appeal decision, or if later, the independent external review decision.

**Prescription Drug List Exceptions**

Please refer to the “Prescription Drug List” section in “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” for the process to submit an exception request for Drugs not on the Prescription Drug List.

## Eligibility and Enrollment – Adding Members

In this section you will find information on who is eligible for coverage under this Plan and when Members can be added to your coverage. Eligibility requirements are described in general terms below. For more specific information, please see your Human Resources or Benefits Department.

### Who is Eligible for Coverage

#### The Subscriber

To be eligible to enroll as a Subscriber, the individual must:

- Be an employee of the Group, and;
- Be entitled to participate in the benefit Plan arranged by the Group and ;
- Have satisfied any probationary or waiting period established by the Group and perform the duties of your principal occupation for the Group.

#### Dependents

To be eligible to enroll as a Dependent, you must be listed on the enrollment form completed by the Subscriber, meet all Dependent eligibility criteria established by the Group, and be one of the following:

- The Subscriber's spouse as recognized by either state or federal law. For information on spousal eligibility please contact the Group.
- The Subscriber's Domestic Partner, if Domestic Partner coverage is allowed under the Group's Plan. Please contact the Group to determine if Domestic Partners are eligible under this Plan. Domestic Partner, or Domestic Partnership means a person of the same or opposite sex who has a common residence with the Subscriber, neither married nor a member of another domestic partnership, not related to the Subscriber by blood closer than permitted by state law for marriage, at least 18 years of age, and competent to consent to the domestic partnerships. It also includes relationships, regardless of how named which Nevada law recognizes as a valid domestic partnership.

For purposes of this Plan, a Domestic Partner shall be treated the same as a spouse, and a Domestic Partner's child, adopted child, or child for whom a Domestic Partner has legal guardianship shall be treated the same as any other child. A Domestic Partner's or a Domestic Partner's child's coverage ends on the date of dissolution of the Domestic Partnership.

While this Booklet will recognize and provide benefits for a Member who is a spouse or child in connection with a Domestic Partner relationship, not every federal or state law that applies to a Member who is a spouse or child under this Plan will also apply to a Domestic Partner. This includes but is not limited to, COBRA and FMLA.

To apply for coverage as Domestic Partners, both the Subscriber and the Domestic Partner must have filed with the state of Nevada a signed and notarized statement and have paid all filing fees and associated administrative costs where such a statement or costs are required. A completed Enrollment Application must also be sent to us. We reserve the right to make the ultimate decision in determining eligibility of the Domestic Partner.

- The Subscriber's or the Subscriber's spouse's children, including natural children, stepchildren, newborn and legally adopted children and children who the Group has determined are covered under a Qualified Medical Child Support Order as defined by ERISA or any applicable state law.

- Children, including grandchildren, for whom the Subscriber or the Subscriber's spouse is a legal guardian or as otherwise required by law. Grandchildren may be covered for the first 31 days after birth as long as the parent is covered as a Dependent child under this Booklet. For coverage to continue beyond the first 31 days after birth, the Subscriber or the Subscriber's spouse must be the court-appointed permanent guardian for the grandchild.

All enrolled eligible children will continue to be covered until the age limit listed in the Schedule of Benefits. Coverage may be continued past the age limit in the following circumstances:

- For those already enrolled unmarried Dependents who cannot work to support themselves due to an intellectual disability or physical handicap. The Dependent's disability must start before the end of the period they would become ineligible for coverage. We must be informed of the Dependent's eligibility for continuation of coverage. You must then give proof as often as we require. This will not be more often than once a year after the two-year period following the child reaching the limiting age. You must give the proof at no cost to us. A completed Mentally or Physically Disabled Form must be submitted. The Subscriber and the disabled Dependent's physician must complete this form and submit it to us. You may call us at the number at the back of your ID card to get a form. You must notify us if the Dependent's marital status changes and they are no longer eligible for continued coverage.

We may require you to give proof of continued eligibility for any enrolled child. Your failure to give this information could result in termination of a child's coverage.

To obtain coverage for children, we may require you to give us a copy of any legal documents awarding guardianship of such child(ren) to you.

## Types of Coverage

Your Group offers the enrollment options listed below. After reviewing the available options, you may choose the option that best meets your needs. The options are as follows:

- Subscriber only (also referred to as single coverage);
- Subscriber and spouse; or Domestic Partner; \_
- Subscriber and child(ren);
- Subscriber and family.

## When You Can Enroll

### Initial Enrollment

The Group will offer an initial enrollment period to new Subscribers and their Dependents when the Subscriber is first eligible for coverage. Coverage will be effective based on the waiting period chosen by the Group, and will not exceed 90 days.

If you did not enroll yourself and/or your Dependents during the initial enrollment period you will only be able to enroll during an Open Enrollment period or during a Special Enrollment period, as described below.

### Open Enrollment

Open Enrollment refers to a period of time, usually 30 days during which eligible Subscribers and Dependents can apply for or change coverage. Open Enrollment occurs only once per year. The Group will notify you when Open Enrollment is available.



## Special Enrollment Periods

If a Subscriber or Dependent does not apply for coverage when they were first eligible, they may be able to join the Plan prior to Open Enrollment if they qualify for Special Enrollment. Except as noted otherwise below, the Subscriber or Dependent must request Special Enrollment within 31 days of a qualifying event.

Special Enrollment is available for eligible individuals who:

- Lost eligibility under a prior health plan for reasons other than non-payment of premium or due to fraud or intentional misrepresentation of a material fact.
- Exhausted COBRA benefits or stopped receiving group contributions toward the cost of the prior health plan.
- Lost employer contributions towards the cost of the other coverage;
- Are now eligible for coverage due to marriage, birth, adoption, or placement for adoption.

### Important Notes about Special Enrollment:

- Members who enroll during Special Enrollment are not considered Late Enrollees.
- Individuals must request coverage within 31 days of a qualifying event (i.e., marriage, exhaustion of COBRA, etc.).

## Medicaid and Children's Health Insurance Program Special Enrollment

Eligible Subscribers and Dependents may also enroll under two additional circumstances:

- The Subscriber's or Dependent's Medicaid or Children's Health Insurance Program (CHIP) coverage is terminated as a result of loss of eligibility; or
- The Subscriber or Dependent becomes eligible for a subsidy (state premium assistance program)

The Subscriber or Dependent must request Special Enrollment within 60 days of the above events.

## Late Enrollees

If the Subscriber does not enroll themselves and/or their Dependents when first eligible or during a Special Enrollment period, they will not be eligible to enroll until the next Open Enrollment Period.

## Members Covered Under the Group's Prior Plan

Members who were previously enrolled under another plan offered by the Group that is being replaced by this Plan are eligible for coverage on the Effective Date of this coverage.

## Enrolling Dependent Children

### Newborn Children

Newborn children are covered automatically from the moment of birth. Following the birth of a child, you should submit an application / change form to the Group within 31 days to add the newborn to your Plan.

Even if no additional Premium is required, you should still submit an application / change form to the Group to add the newborn to your Plan, to make sure we have accurate records and are able to cover your claims.

## **Adopted Children**

A child will be considered adopted from the earlier of: (1) the moment of placement in your home; or (2) the date of an entry of an order granting custody of the child to you. The child will continue to be considered adopted unless the child is removed from your home prior to issuance of a legal decree of adoption.

Your Dependent's Effective Date will be the date of the adoption or placement for adoption if you send us the completed application / change form within 31 days of the event.

## **Adding a Child due to Award of Legal Custody or Guardianship**

If you or your spouse is awarded legal custody or guardianship for a child, an application must be submitted within 31 days of the date legal custody or guardianship is awarded by the court. Coverage will be effective on the date the court granted legal custody or guardianship.

## **Qualified Medical Child Support Order**

If you are required by a qualified medical child support order or court order, as defined by ERISA and/or applicable state or federal law, to enroll your child in this Plan, we will permit the child to enroll at any time without regard to any Open Enrollment limits and will provide the benefits of this Plan according to the applicable requirements of such order. However, a child's coverage will not extend beyond any Dependent Age Limit listed in the Schedule of Benefits.

## **Updating Coverage and/or Removing Dependents**

You are required to notify the Group of any changes that affect your eligibility or the eligibility of your Dependents for this Plan. When any of the following occurs, contact the Group and complete the appropriate forms:

- Changes in address;
- Marriage or divorce;
- Death of an enrolled family member (a different type of coverage may be necessary);
- Enrollment in another health plan or in Medicare;
- Eligibility for Medicare;
- Dependent child reaching the Dependent Age Limit (see "Termination and Continuation of Coverage");
- Enrolled Dependent child either becomes totally or permanently disabled, or is no longer disabled.

Failure to notify us of individuals no longer eligible for services will not obligate us to cover such services, even if Premium is received for those individuals. All notifications must be in writing and on approved forms.

## **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.

## **Statements and Forms**

All Members must complete and submit applications or other forms or statements that we may reasonably request.

Any rights to benefits under this Plan are subject to the condition that all such information is true, correct, and complete. Any material misrepresentation by you may result in termination of coverage as provided in the "Termination and Continuation of Coverage" section. We will not use a statement made by you to void your coverage after that coverage has been in effect for two years. This does not apply, however, to fraudulent misstatements.

# Termination and Continuation of Coverage

## Termination

Except as otherwise provided, your coverage may terminate in the following situations:

- When the Contract between the Group and us terminates. If your coverage is through an association, your coverage will terminate when the Contract between the association and us terminates, or when your Group leaves the association. It will be the Group's responsibility to notify you of the termination of coverage.
- If you choose to terminate your coverage.
- If you or your Dependents cease to meet the eligibility requirements of the Plan, subject to any applicable continuation requirements. If you cease to be eligible, the Group and/or you must notify us immediately. The Group and/or you shall be responsible for payment for any services incurred by you after you cease to meet eligibility requirements.
- If you elect coverage under another carrier's health benefit plan, which is offered by the Group as an option instead of this Plan, subject to the consent of the Group. The Group agrees to immediately notify us that you have elected coverage elsewhere.
- If you perform an act, practice, or omission that constitutes fraud or make an intentional misrepresentation of material fact, as prohibited by the terms of your Plan, your coverage and the coverage of your Dependents can be retroactively terminated or rescinded. A rescission of coverage means that the coverage may be legally voided back to the start of your coverage under the Plan, just as if you never had coverage under the Plan. You will be provided with a 30 calendar day advance notice with appeal rights before your coverage is retroactively terminated or rescinded. You are responsible for paying us for the cost of previously received services based on the Maximum Allowable Amount for such services, less any Copayments made or Premium paid for such services.
- If you fail to pay or fail to make satisfactory arrangements to pay your portion of the Premium, we may terminate your coverage and may also terminate the coverage of your Dependents.
- If you permit the use of your or any other Member's Plan Identification Card by any other person; use another person's Identification Card; or use an invalid Identification Card to obtain services, your coverage will terminate immediately upon our written notice to the Group. Anyone involved in the misuse of a Plan Identification Card will be liable to and must reimburse us for the Maximum Allowed Amount for services received through such misuse.
- If the Subscriber moves outside of the Service Area and the Subscriber's place of employment is not located within the Service Area.

You will be notified in writing of the date your coverage ends by either us or the Group.

## Removal of Members

Upon written request through the Group, you may cancel your coverage and/or your Dependent's coverage from the Plan. If this happens, no benefits will be provided for Covered Services after the termination date.

## Continuation of Coverage Under Federal Law (COBRA)

The following applies if you are covered by a Group that is subject to the requirements of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1985, as amended.

COBRA continuation coverage can become available to you when you would otherwise lose coverage under your Group's health Plan. It can also become available to other Members of your family, who are covered under the Group's health Plan, when they would otherwise lose their health coverage. For additional information about your rights and duties under federal law, you should contact the Group.

### Qualifying events for Continuation Coverage under Federal Law (COBRA)

COBRA continuation coverage is available when your coverage would otherwise end because of certain "qualifying events." After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse and your Dependent children could become qualified beneficiaries if you were covered on the day before the qualifying event and your coverage would be lost because of the qualifying event. Qualified beneficiaries who elect COBRA must pay for this COBRA continuation coverage.

This benefit entitles each Member of your family who is enrolled in the Plan to elect continuation independently. Each qualified beneficiary has the right to make independent benefit elections at the time of annual enrollment. Covered Subscribers may elect COBRA continuation coverage on behalf of their spouses, and parents or legal guardians may elect COBRA continuation coverage on behalf of their children. A child born to, or placed for adoption with, a covered Subscriber during the period of continuation coverage is also eligible for election of continuation coverage.

Qualifying Event	Length of Availability of Coverage
<b>For Subscribers:</b>  Voluntary or Involuntary Termination (other than gross misconduct) or Loss of Coverage Under an Employer's Health Plan Due to Reduction In Hours Worked	18 months
<b>For Dependents:</b>  A Covered Subscriber's Voluntary or Involuntary Termination (other than gross misconduct) or Loss of Coverage Under an Employer's Health Plan Due to Reduction In Hours Worked	18 months
Covered Subscriber's Entitlement to Medicare	36 months
Divorce or Legal Separation	36 months
Death of a Covered Subscriber	36 months

Qualifying Event	Length of Availability of Coverage
<b>For Dependent Children:</b>  Loss of Dependent Child Status	36 months

COBRA coverage will end before the end of the maximum continuation period listed above if you become entitled to Medicare benefits. In that case a qualified beneficiary – other than the Medicare beneficiary – is entitled to continuation coverage for no more than a total of 36 months. (For example, if you become entitled to Medicare prior to termination of employment or reduction in hours, COBRA continuation coverage for your spouse and children can last up to 36 months after the date of Medicare entitlement.)

### **If Your Group Offers Retirement Coverage**

If you are a retiree under this Plan, filing a proceeding in bankruptcy under Title 11 of the United States Code may be a qualifying event. If a proceeding in bankruptcy is filed with respect to your Group, and that bankruptcy results in the loss of coverage, you will become a qualified beneficiary with respect to the bankruptcy. Your Dependents will also become qualified beneficiaries if bankruptcy results in the loss of their coverage under this Plan. If COBRA coverage becomes available to a retiree and his or her covered family members as a result of a bankruptcy filing, the retiree may continue coverage for life and his or her Dependents may also continue coverage for a maximum of up to 36 months following the date of the retiree's death.

### **Second qualifying event**

If your family has another qualifying event (such as a legal separation, divorce, etc.) during the initial 18 months of COBRA continuation coverage, your Dependents can receive up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months from the original qualifying event. Such additional coverage is only available if the second qualifying event would have caused your Dependents to lose coverage under the Plan had the first qualifying event not occurred.

### **Notification Requirements**

The Group will offer COBRA continuation coverage to qualified beneficiaries only after the Group has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the Subscriber, commencement of a proceeding in bankruptcy with respect to the employer, or the Subscriber's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Group will notify the COBRA Administrator (e.g., Human Resources or their external vendor) of the qualifying event.

### **You Must Give Notice of Some Qualifying Events**

For other qualifying events (e.g., divorce or legal separation of the Subscriber and spouse or a Dependent child's losing eligibility for coverage as a Dependent child), you must notify the Group within 60 days after the qualifying event occurs.

## **Electing COBRA Continuation Coverage**

To continue your coverage, you or an eligible family Member must make an election within 60 days of the date your coverage would otherwise end, or the date the company's benefit Plan Administrator notifies you or your family Member of this right, whichever is later. You must pay the total Premium appropriate for the type of benefit coverage you choose to continue. If the Premium rate changes for active associates, your monthly Premium will also change. The Premium you must pay cannot be more than 102% of the Premium charged for Employees with similar coverage, and it must be paid to the company's benefit plan administrator within 30 days of the date due, except that the initial Premium payment must be made before 45 days after the initial election for continuation coverage, or your continuation rights will be forfeited.

## **Disability extension of 18-month period of continuation coverage**

For Subscribers who are determined, at the time of the qualifying event, to be disabled under Title II (OASDI) or Title XVI (SSI) of the Social Security Act, and Subscribers who become disabled during the first 60 days of COBRA continuation coverage, coverage may continue from 18 to 29 months. These Subscribers' Dependents are also eligible for the 18- to 29-month disability extension. (This also applies if any covered family Member is found to be disabled.) This would only apply if the qualified beneficiary gives notice of disability status within 60 days of the disabling determination. In these cases, the Employer can charge 150% of Premium for months 19 through 29. This would allow health coverage to be provided in the period between the end of 18 months and the time that Medicare begins coverage for the disabled at 29 months. (If a qualified beneficiary is determined by the Social Security Administration to no longer be disabled, such qualified beneficiary must notify the Plan Administrator of that fact in writing within 30 days after the Social Security Administration's determination.)

## **Trade Adjustment Act Eligible Individual**

If you don't initially elect COBRA coverage and later become eligible for trade adjustment assistance under the U.S. Trade Act of 1974 due to the same event which caused you to be eligible initially for COBRA coverage under this Plan, you will be entitled to another 60-day period in which to elect COBRA coverage. This second 60-day period will commence on the first day of the month on which you become eligible for trade adjustment assistance. COBRA coverage elected during this second election period will be effective on the first day of the election period.

## **When COBRA Coverage Ends**

COBRA benefits are available without proof of insurability and coverage will end on the earliest of the following:

- A covered individual reaches the end of the maximum coverage period;
- A covered individual fails to pay a required Premium on time;
- A covered individual becomes covered under any other group health plan after electing COBRA. If the other group health plan contains any exclusion or limitation on a pre-existing condition that applies to you, you may continue COBRA coverage only until these limitations cease;
- A covered individual becomes entitled to Medicare after electing COBRA; or
- The Group terminates all of its group welfare benefit plans.

## **Other Coverage Options Besides COBRA Continuation Coverage**

Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." 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).

## **If You Have Questions**

Questions concerning your Group's health Plan and your COBRA continuation coverage rights should be addressed to the Group. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

## **Continuation of Coverage Under State Law**

### **Total Disability Coverage**

Coverage may continue for a Subscriber and covered Dependents while the Subscriber is on leave without pay due to a total disability. Coverage under this provision continues until the earliest of the following:

- Twelve months from the date that coverage began under this provision.
- The date on which the Subscriber's employment is terminated.
- The date on which the employer master contract is terminated.
- The date on which the Subscriber obtains other health care benefits or health care insurance.

### **Continuation of Coverage Due To Military Service**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), the Subscriber or his / her Dependents may have a right to continue health care coverage under the Plan if the Subscriber must take a leave of absence from work due to military leave.

Employers must give a cumulative total of five years and in certain instances more than five years, of military leave.

"Military service" means performance of duty on a voluntary or involuntary basis and includes active duty, active duty for training, initial active duty for training, inactive duty training, and full-time National Guard duty.

During a military leave covered by USERRA, the law requires employers to continue to give coverage under this Plan to its Members. The coverage provided must be identical to the coverage provided to similarly situated, active employees and Dependents. This means that if the coverage for similarly situated, active employees and Dependents is modified, coverage for you (the individual on military leave) will be modified.

You may elect to continue to cover yourself and your eligible Dependents by notifying your employer in advance and submitting payment of any required contribution for health coverage. This may include the amount the employer normally pays on your behalf. If your military service is for a period of time less than 31 days, you may not be required to pay more than the active Member contribution, if any, for continuation of health coverage. For military leaves of 31 days or more, you may be required to pay up to 102% of the full cost of coverage, i.e., the employee and employer share.

The amount of time you continue coverage due to USERRA will reduce the amount of time you will be eligible to continue coverage under COBRA.

### **Maximum Period of Coverage During a Military Leave**

Continued coverage under USERRA will end on the earlier of the following events:

1. The date you fail to return to work with the Group following completion of your military leave. Subscribers must return to work within:
  - a) The first full business day after completing military service, for leaves of 30 days or less. A



reasonable amount of travel time will be allowed for returning from such military service.

- b) 14 days after completing military service for leaves of 31 to 180 days,
  - c) 90 days after completing military service for leaves of more than 180 days; or
2. 24 months from the date your leave began.

### **Reinstatement of Coverage Following a Military Leave**

Regardless of whether you continue coverage during your military leave, if you return to work your health coverage and that of your eligible Dependents will be reinstated under this Plan if you return within:

- 1. The first full business day of completing your military service, for leaves of 30 days or less. A reasonable amount of travel time will be allowed for returning from such military service;
- 2. 14 days of completing your military service for leaves of 31 to 180 days; or
- 3. 90 days of completing your military service for leaves of more than 180 days.

If, due to an illness or injury caused or aggravated by your military service, you cannot return to work within the time frames stated above, you may take up to:

- 1. Two years; or
- 2. As soon as reasonably possible if, for reasons beyond your control you cannot return within two years because you are recovering from such illness or injury.

If your coverage under the Plan is reinstated, all terms and conditions of the Plan will apply to the extent that they would have applied if you had not taken military leave and your coverage had been continuous. Any waiting / probationary periods will apply only to the extent that they applied before.

Please note that, regardless of the continuation and/or reinstatement provisions listed above, this Plan will not cover services for any illness or injury caused or aggravated by your military service, as indicated in the "What's Not Covered" section.

### **Family and Medical Leave Act of 1993**

A Subscriber who takes a leave of absence under the Family and Medical Leave Act of 1993 (the Act) will still be eligible for this Plan during their leave. We will not consider the Subscriber and his or her Dependents ineligible because the Subscriber is not at work.

If the Subscriber ends their coverage during the leave, the Subscriber and any Dependents who were covered immediately before the leave may be added back to the Plan when the Subscriber returns to work without medical underwriting. To be added back to the Plan, the Group may have to give us evidence that the Family and Medical Leave Act applied to the Subscriber. We may require a copy of the health care Provider statement allowed by the Act.

## **General Provisions**

### **Assignment**

The Group cannot legally transfer this Booklet, without obtaining written permission from us. Members cannot legally transfer the coverage. Benefits available under this Booklet are not assignable by any Member without obtaining written permission from us, unless in a way described in this Booklet.

### **Care Coordination**

We pay In-Network Providers in various ways to provide Covered Services to you. For example, sometimes we may pay In-Network Providers a separate amount for each Covered Service they provide. We may also pay them one amount for all Covered Services related to treatment of a medical condition. Other times, we may pay a periodic, fixed pre-determined amount to cover the costs of Covered Services. In addition, we may pay In-Network 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 In-Network Providers for coordination of Member care. In some instances, In-Network Providers may be required to make payment to us because they did not meet certain standards. You do not share in any payments made by In-Network Providers to us under these programs.

### **Catastrophic Events**

In case of fire, flood, war, civil disturbance, court order, strike or other cause beyond our control, we may be unable to process Member claims on a timely basis. No legal action or lawsuit may be taken against us due to a delay caused by any of these events.

### **Conformity with Law**

Any term of the Plan which is in conflict with the laws of the state in which the Group Contract is issued, or with federal law, will hereby be automatically amended to conform with the minimum requirements of such laws.

### **Contract with Anthem**

The Group, on behalf of itself and its participants, hereby expressly acknowledges its understanding that this Plan constitutes a Contract solely between the Group and us, Anthem, dba Anthem Blue Cross and Blue Shield (Anthem), and that we are an independent corporation licensed to use the Blue Cross and Blue Shield names and marks in the state of Nevada. The Blue Cross Blue Shield marks are registered by the Blue Cross and Blue Shield Association, an association of independently licensed Blue Cross and Blue Shield plans, with the U.S. Patent and Trademark Office in Washington, D.C. and in other countries. Further, we are not contracting as the agent of the Blue Cross and Blue Shield Association or any other Blue Cross and/or Blue Shield plan or licensee. The Group, on behalf of itself and its participants, further acknowledges and agrees that it has not entered into this Contract based upon representations by any person other than Anthem and that no person, entity, or organization other than Anthem shall be held accountable or liable to the Group for any of Anthem's obligations to the Group created under the Contract. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other terms of this agreement.

## Entire Contract

Note: The laws of the state in which the Group Contract is issued will apply unless otherwise stated herein.

This Booklet, the Group Contract, the Group application, any riders, endorsements or attachments, and the individual applications of the Subscriber and Dependents constitute the entire Contract between the Group and us and as of the Effective Date, supersede all other agreements. Any and all statements made to us by the Group and any and all statements made to the Group by us are representations and not warranties. No such statement, unless it is contained in a written application for coverage under this Booklet, shall be used in defense to a claim under this Booklet.

## Form or Content of Booklet

No agent or employee of ours is authorized to change the form or content of this Booklet. Changes can only be made through a written authorization, signed by an officer of Anthem.

## Fraudulent Insurance Acts

It is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include

imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Nevada Division of Insurance within the Department of Business and Industry.

Insurance fraud results in cost increases for health care coverage. Members can help decrease these costs by doing the following:

- Be wary of offers to waive copayments. This practice is usually illegal.
- Be wary of mobile health testing labs. Ask what the insurance company will be charged for the tests.
- Always review the Explanation of Benefits received from Anthem. If there are any discrepancies, call Anthem's Member Services department at (877) 833-5734.
- Be very cautious about giving the member's health insurance coverage information over the phone.

If fraud is suspected, members should contact Anthem's Member Services department at (877) 833-5734.

We reserve the right to recoup any benefit payments paid on behalf of a Member if the Member has committed fraud or material misrepresentation in applying for coverage in or receiving or filing for benefits.

## Government Programs

The benefits under this Plan shall not duplicate any benefits that you are entitled to, or eligible for, under any other governmental program. This does not apply if any particular laws require us to be the primary payer. If we have duplicated such benefits, all money paid by such programs to you for services you have or are receiving, shall be returned by or on your behalf to us.

## Medical Policy and Technology Assessment

Anthem reviews and evaluates new technology according to its technology evaluation criteria developed by its medical directors. Technology assessment criteria are used to determine the Experimental / Investigational status or Medical Necessity of new technology. Guidance and external validation of Anthem's medical policy is provided by the Medical Policy and Technology

## Assessment

Committee (MPTAC) which consists of approximately 20 Doctors from various medical specialties including Anthem's medical directors, Doctors in academic medicine and Doctors in private practice.

Conclusions made are incorporated into medical policy used to establish decision protocols for particular diseases or treatments and applied to Medical Necessity criteria used to determine whether a procedure, service, supply or equipment is covered.

## Medicare

Any benefits covered under both this Plan and Medicare will be covered according to Medicare Secondary Payer legislation, regulations, and Centers for Medicare & Medicaid Services guidelines, subject to federal court decisions. Federal law controls whenever there is a conflict among state law, Booklet terms, and federal law.

Except when federal law requires us to be the primary payer, the benefits under this Plan for Members age 65 and older, or Members otherwise eligible for Medicare, do not duplicate any benefit for which Members are entitled under Medicare, including Part B. Where Medicare is the responsible payer, all sums payable by Medicare for services provided to you shall be reimbursed by or on your behalf to us, to the extent we have made payment for such services. For the purposes of the calculation of benefits, if you have not enrolled in Medicare Part B, we will calculate benefits as if you had enrolled. **You should enroll in Medicare Part B as soon as possible to avoid potential liability.**

## Modifications

This Booklet allows the Group to make Plan coverage available to eligible Members. However, this Booklet shall be subject to amendment, modification, and termination in accordance with any of its terms, the Group Contract, or by mutual agreement between the Group and us without the permission or involvement of any Member. Changes will not be effective until the date specified in the written notice we give to the Group about the change. By electing medical and Hospital coverage under the Plan or accepting Plan benefits, all Members who are legally capable of entering into a contract, and the legal representatives of all Members that are incapable of entering into a contract, agree to all terms and conditions in this Booklet.

## No Withholding of Coverage for Necessary Care

We do not compensate, reward or incent, financially or otherwise, our associates for inappropriate restrictions of care. Anthem does not promote or otherwise provide an incentive to employees or physician reviewers for withholding benefit approval for Medically Necessary services to which the Member is entitled. Utilization review and benefit coverage decision making is based on appropriateness of care and service and the applicable terms of this certificate.

Anthem does not design, calculate, award or permit financial or other incentives based on the frequency of: (1) denials of authorization for coverage; (2) reductions or limitations on hospital lengths of stay, medical services or charges; or (3) telephone calls or other contacts with health care providers or members.

## Not Liable for Provider Acts or Omissions

We are not responsible for the actual care you receive from any person. This Booklet does not give anyone any claim, right, or cause of action against Anthem based on the actions of a Provider of health care, services, or supplies.

## **Payment Innovation Programs**

We pay In-Network Providers through various types of contractual arrangements. Some of these arrangements – Payment Innovation Programs (Program(s)) – may include financial incentives to help improve quality of care and promote the delivery of health care services in a cost-efficient manner.

These Programs may vary in methodology and subject area of focus and may be modified by us from time to time, but they will be generally designed to tie a certain portion of an In-Network Provider's total compensation to pre-defined quality, cost, efficiency or service standards or metrics. In some instances, In-Network Providers may be required to make payment to us under the Program as a consequence of failing to meet these pre-defined standards.

The Programs are not intended to affect your access to health care. The Program payments are not made as payment for specific Covered Services provided to you, but instead, are based on the In-Network Provider's achievement of these pre-defined standards. You are not responsible for any Copayment or Coinsurance amounts related to payments made by us or to us under the Program(s), and you do not share in any payments made by Network Providers to us under the Program(s).

## **Paragraph Headings**

The headings used throughout this Booklet are for reference only and are not to be used by themselves for interpreting the provisions of the Booklet.

## **Policies and Procedures**

We are able to introduce new policies, procedures, rules and interpretations, as long as they are reasonable. Such changes are introduced to make the Plan more orderly and efficient. Members must follow and accept any new policies, procedures, rules, and interpretations.

Under the terms of the Group Contract, we have the authority, in our sole discretion, to introduce or terminate from time to time, pilot or test programs for disease management, care management, or wellness initiatives which may result in the payment of benefits not otherwise specified in this Booklet. We reserve the right to discontinue a pilot or test program at any time.

## **Program Incentives**

We may offer incentives from time to time, at our discretion, in order to introduce you to covered 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, health related merchandise, and discounts on fees or Member cost shares. Acceptance of these incentives is voluntary as long as Anthem offers the incentives program. We may discontinue an incentive for a particular covered program or service at any time. If you have any questions about whether receipt of an incentive or retailer coupon results in taxable income to you, we recommend that you consult your tax advisor.

## **Relationship of Parties (Group-Member-Anthem)**

The Group is responsible for passing information to you. For example, if we give notice to the Group, it is the Group's responsibility to pass that information to you. The Group is also responsible for passing eligibility data to us in a timely manner. If the Group does not give us timely enrollment and termination information, we are not responsible for the payment of Covered Services for Members.

## **Relationship of Parties (Anthem and In-Network Providers)**

The relationship between Anthem and In-Network Providers is an independent contractor relationship. In-Network Providers are not agents or employees of ours, nor is Anthem, or any employee of Anthem, an employee or agent of In-Network Providers.

Your health care Provider is solely responsible for all decisions regarding your care and treatment, regardless of whether such care and treatment is a Covered Service under this Plan. We shall not be responsible for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by you while receiving care from any In-Network Provider or in any In-Network Provider's Facilities.

Your In-Network Provider's agreement for providing Covered Services may include financial incentives or risk sharing relationships related to the provision of services or referrals to other Providers, including In-Network Providers, Out-of-Network Providers, and disease management programs. If you have questions regarding such incentives or risk sharing relationships, please contact your Provider or us.

## **Research Fees**

Anthem reserves the right to charge an administrative fee when extensive research is necessary to reconstruct information that has already been provided to the Member in explanations of benefits, letters or other documents.

## **Reservation of Discretionary Authority**

This section only applies when the interpretation of this Booklet is governed by the Employee Retirement Income Security Act (ERISA), 29 U.S.C. 1001 et seq.

We, or anyone acting on our behalf, shall determine the administration of benefits and eligibility for participation in such a manner that has a rational relationship to the terms set forth herein. However, we, or anyone acting on our behalf, have complete discretion to determine the administration of your benefits. Our determination shall be final and conclusive and may include, without limitation, determination of whether the services, care, treatment, or supplies are Medically Necessary, Experimental / Investigational, whether surgery is cosmetic, and whether charges are consistent with the Maximum Allowable Amount. Our decision shall not be overturned unless determined to be arbitrary and capricious. However, a Member may utilize all applicable complaint and appeals procedures.

We, or anyone acting on our behalf, shall have all the powers necessary or appropriate to enable us to carry out the duties in connection with the operation and administration of the Plan. This includes, without limitation, the power to construe the Contract, to determine all questions arising under the Booklet and to make, establish and amend the rules, regulations, and procedures with regard to the interpretation and administration of the provisions of this Plan. However, these powers shall be exercised in such a manner that has reasonable relationship to the provisions of the Contract, the Booklet, Provider agreements, and applicable state or federal laws. A specific limitation or exclusion will override more general benefit language.

## **Reserve Funds**

No Member is entitled to share in any reserve or other funds that may be accumulated or established by Anthem, unless Anthem grants a right to share in such funds.

## **Right of Recovery and Adjustment**

Whenever payment has been made in error, we will have the right to recover such payment from you or, if applicable, the Provider or otherwise make appropriate adjustment to claims. In most instances such recovery or adjustment activity shall be limited to the calendar year in which the error is discovered.

We have oversight responsibility for compliance with Provider and vendor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a Provider or vendor resulting from these audits if the return of the overpayment is not feasible. Additionally, we have established recovery and adjustment policies to determine which recoveries and adjustments are to be pursued, when to incur costs and expenses and settle or compromise recovery or adjustment amounts. We will not pursue recoveries for overpayments or adjustments for underpayments if the cost of the activity exceeds the overpayment or underpayment amount.

## **Sending Notices**

All Subscriber notices are considered sent to and received by the Subscriber when deposited in the United States mail with postage prepaid and addressed to either:

- The Subscriber at the latest address in Anthem's membership records.
- The Subscriber's employer, if applicable.

## **Unauthorized Use of Identification Card**

If you permit your Identification Card to be used by someone else or if you use the card before coverage is in effect or after coverage has ended, you will be liable for payment of any expenses incurred resulting from the unauthorized use. Fraudulent misuse could also result in termination of the coverage.

## **Value-Added Programs**

We may offer health or fitness related programs to our Members, through which you may access discounted rates from certain vendors for products and services available to the general public.

Products and services available under this program are not Covered Services under your Plan but are in addition to Plan benefits. As such, program features are not guaranteed under your health Plan Contract and could be discontinued at any time. We do not endorse any vendor, product or service associated with this program. Program vendors are solely responsible for the products and services you receive.

## **Value of Covered Services**

For purposes of subrogation, reimbursement of excess benefits, or reimbursement under any Workers' Compensation or Employer Liability Law, the value of Covered Services shall be the amount we paid for the Covered Services.

## **Voluntary Clinical Quality Programs**

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

## **Voluntary Wellness Incentive Programs**

We may offer health or fitness related program options for purchase by your Group to help you achieve your best health. These programs are not Covered Services under your Plan, but are separate components, which are not guaranteed under this Plan and could be discontinued at any time. If your Group has selected one of these options to make available to all employees, you may receive incentives such as gift cards by participating in or completing such voluntary wellness promotion programs as health assessments, weight management or tobacco cessation coaching. Under other options a Group may select, you may receive such incentives by achieving specified standards based on health factors under wellness programs that comply with applicable law. If you think you might be unable to meet the standard, you might qualify for an opportunity to earn the same reward by different means. You may contact us at the Member Services number on your ID card and we will work with you (and, if you wish, your Doctor) to find a wellness program with the same reward that is right for you in light of your health status. (If you receive a gift card as a wellness reward and use it for purposes other than for qualified medical expenses, this may result in taxable income to you. For additional guidance, please consult your tax advisor.)

## **Waiver**

No agent or other person, except an authorized officer of Anthem, is able to disregard any conditions or restrictions contained in this Booklet, to extend the amount of time for making a payment to us, or to bind us by making any promise or representation or by giving or receiving any information.

## **Workers' Compensation**

The benefits under this Plan are not designed to duplicate benefits that you are eligible for under Workers' Compensation Law. All money paid or owed by Workers' Compensation for services provided to you shall be paid back by, or on your behalf of to us if we have made or make payment for the services received. It is understood that coverage under this Plan does not replace or affect any Workers' Compensation coverage requirements.



## Definitions

If a word or phrase in this Booklet has a special meaning, such as Medical Necessity or Experimental / Investigational, it will start with a capital letter, and be defined below. If you have questions on any of these definitions, please call Member Services at the number on the back of your Identification Card.

### Accidental Injury

An unexpected Injury for which you need Covered Services while enrolled in this Plan. It does not include injuries that you get benefits for under any Workers' Compensation, Employer's liability or similar law.

### Alcoholism Treatment Center

A hospital, other medical facility or facility which is licensed by the health division of the department of human resources, accredited by the Joint Commission of Accreditation of Healthcare Organizations and provides a program for the treatment of abuse of alcohol or drugs as part of its accredited activities. Outpatient facility and provider office services must be performed by a physician, licensed clinical psychologist or other professional provider who is properly licensed or certified to practice psychotherapy.

### Ambulatory Surgical Facility

A Facility, with a staff of Doctors, that:

1. Is licensed as required;
2. Has permanent facilities and equipment to perform surgical procedures on an Outpatient basis;
3. Gives treatment by or under the supervision of Doctors, and nursing services when the patient is in the Facility;
4. Does not have Inpatient accommodations; and
5. Is not, other than incidentally, used as an office or clinic for the private practice of a Doctor or other professional Provider.

### Appeal

A process for reconsideration of Anthem's decision regarding a Member's claim.

### Approved Clinical Trial

A phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions.

### Authorized Service(s)

A Covered Service you get from an Out-of-Network Provider that we have agreed to cover at the In-Network level. You will have to pay any In-Network Deductible, Coinsurance, and/or Copayment(s) that apply, and may also have to pay the difference between the Maximum Allowed Amount and the Out-of-Network Provider's charge. Please see "Claims Payment" for more details.

### Benefit Period

The length of time we will cover benefits for Covered Services. For Calendar Year plans, the Benefit Period starts on January 1<sup>st</sup> and ends on December 31<sup>st</sup>. For Plan Year plans, the Benefit Period starts on your Group's effective or renewal date and lasts for 12 months. (See your Group for details.) The Schedule of Benefits shows if your Plan's Benefit Period is a Calendar Year or a Plan Year. If your coverage ends before the end of the year, then your Benefit Period also ends.

## **Benefit Period Maximum**

The most we will cover for a Covered Service during a Benefit Period.

## **Biosimilar/Biosimilars**

A type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product.

## **Booklet**

This document (also called the Certificate of Coverage), which describes the terms of your benefits. It is part of the Group Contract with your Employer, and is also subject to the terms of the Group Contract.

## **Brand Name Drugs**

Prescription Drugs that we classify as Brand Drugs or that our PBM has classified as Brand Name Drugs through use of an independent proprietary industry database.

## **Centers of Excellence (COE) Network**

A network of health care facilities, which have been selected to give specific services to our Members based on their experience, outcomes, efficiency, and effectiveness. An In-Network Provider under this Plan is not necessarily a COE. To be a COE, the Provider must have signed a Center of Excellence Agreement with us.

## **Coinsurance**

Your share of the cost for Covered Services, which is a percent of the Maximum Allowed Amount. You normally pay Coinsurance after you meet your Deductible. For example, if your Plan lists 20% Coinsurance on office visits, and the Maximum Allowed Amount is \$100, your Coinsurance would be \$20 after you meet the Deductible. The Plan would then cover the rest of the Maximum Allowed Amount.

See the “Schedule of Benefits” for details. Your Coinsurance will not be reduced by any refunds, rebates, or any other form of negotiated post-payment adjustments.

## **Complaint**

An expression of dissatisfaction with Anthem’s services or the practices of an in-network provider, whether medical or non-medical in nature.

## **Controlled Substances**

Drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA) which are divided into five schedules.

## **Copayment**

A fixed amount you pay toward a Covered Service. You normally have to pay the Copayment when you get health care. The amount can vary by the type of Covered Service you get. For example, you may have to pay a \$15 Copayment for an office visit, but a \$150 Copayment for Emergency Room Services. See the “Schedule of Benefits” for details. Your Copayment will be the lesser of the amount shown in the Schedule of Benefits or the Maximum Allowed Amount.

## **Covered Services**

Health care services, supplies, or treatment described in this Booklet that are given to you by a Provider. To be a Covered Service the service, supply or treatment must be:

- Medically Necessary or specifically included as a benefit under this Booklet.
- Within the scope of the Provider's license.
- Given while you are covered under the Plan.
- Not Experimental / Investigational, excluded, or limited by this Booklet, or by any amendment or rider to this Booklet.
- Approved by us before you get the service if precertification is needed.

A charge for a Covered Service will apply on the date the service, supply, or treatment was given to you. The date for applying Deductible and other cost shares for an Inpatient stay is the date of you enter the Facility except as described in "Benefits After Termination Of Coverage."

Covered Services do not include services or supplies not described in the Provider records.

## **Covered Transplant Procedure**

Please see the "What's Covered" section for details.

## **Custodial Care**

Any type of care, including room and board, that (a) does not require the skills of professional or technical workers; (b) is not given to you or supervised by such workers or does not meet the rules for post-Hospital Skilled Nursing Facility care; (c) is given when you have already reached the greatest level of physical or mental health and are not likely to improve further.

Custodial Care includes any type of care meant to help you with activities of daily living that does not require the skill of trained medical or paramedical workers. Examples of Custodial Care include:

- Help in walking, getting in and out of bed, bathing, dressing, eating, or using the toilet,
- Changing dressings of non-infected wounds, after surgery or chronic conditions,
- Preparing meals and/or special diets,
- Feeding by utensil, tube, or gastrostomy,
- Common skin and nail care,
- Supervising medicine that you can take yourself,
- Catheter care, general colostomy or ileostomy care,
- Routine services which we decide can be safely done by you or a non-medical person without the help of trained medical and paramedical workers,
- Residential care and adult day care,
- Protective and supportive care, including education,
- Rest and convalescent care.

Care can be Custodial even if it is recommended by a professional or performed in a Facility, such as a Hospital or Skilled Nursing Facility, or at home.

## **Deductible**

The amount you must pay for Covered Services before benefits begin under this Plan. For example, if your Deductible is \$1,000, your Plan won't cover anything until you meet the \$1,000 Deductible. The Deductible may not apply to all Covered Services. Please see the "Schedule of Benefits" for details.

## **Dentally Necessary Orthodontic Care**

A service for pediatric members used to treat malocclusion of teeth and associated dental and facial disharmonies. Certain criteria must be met in order for Dentally Necessary Orthodontic Care to be covered. See the Dentally Necessary Orthodontic Care benefit description in the title section for more information.

**Dependent**

A member of the Subscriber's family who meets the rules listed in the "Eligibility and Enrollment – Adding Members" section and who has enrolled in the Plan.

**Designated Pharmacy Provider**

An In-Network Pharmacy that has executed a Designated Pharmacy Provider Agreement with us or an In-Network Provider that is designated to provide Prescription Drugs, including Specialty Drugs, to treat certain conditions.

**Distant Site**

The location of the site where a telehealth provider of health care is providing Telehealth services to a patient located at an Originating Site.

**Doctor**

See the definition of "Physician."

**Effective Date**

The date your coverage begins under this Plan.

**Emergency (Emergency Medical Condition)**

Please see the "What's Covered" section.

**Emergency Care**

Please see the "What's Covered" section.

**Enrollment Date**

The first day you are covered under the Plan or, if the Group imposes a waiting period, the first day of your waiting period.

**Excluded Services (Exclusion)**

Health care services your Plan doesn't cover.

**Experimental or Investigational (Experimental / Investigational)**

(a) Any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply used in or directly related to the diagnosis, evaluation or treatment of a disease, injury, illness or other health condition which Anthem determines in its sole discretion to be experimental or investigational. Anthem will deem any drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply to be experimental or investigational if it determines that one or more of the following criteria apply when the service is rendered with respect to the use for which benefits are sought. The drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply:

- Cannot be legally marketed in the United States without the final approval of the Food and Drug Administration (FDA) or any other state or federal regulatory agency, and such final approval has not been granted.
- Has been determined by the FDA to be contraindicated for the specific use.
- Is provided as part of a clinical research protocol or clinical trial (except where coverage for such trial is mandated by applicable law), or is provided in any other manner that is intended to evaluate the safety, toxicity or efficacy of the drug, biologic, device, diagnostic, product,

- equipment, procedure, treatment, service or supply; or is subject to review and approval of an Institutional Review Board (IRB) or other body serving a similar function.
- Is provided pursuant to informed consent documents that describe the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply as experimental/investigational, or otherwise indicate that the safety, toxicity or efficacy of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply is under evaluation.
- (b) Any service not deemed experimental or investigational based on the criteria in subsection (a) may still be deemed to be experimental or investigational by Anthem. In determining whether a service is experimental or investigational, Anthem will consider the information described in subsection (c) and assess all of the following:
- Whether the scientific evidence is conclusory concerning the effect of the service on health outcomes.
  - Whether the evidence demonstrates that the service improves the net health outcomes of the total population for whom the service might be proposed as any established alternatives.
  - Whether the evidence demonstrates the service has been shown to improve the net health outcomes of the total population for whom the service might be proposed under the usual conditions of medical practice outside clinical investigatory settings.
- (c) The information Anthem considers or evaluates to determine whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply is experimental or investigational under subsections (a) and (b) may include one or more items from the following list, which is not all-inclusive:
- Randomized, controlled, clinical trials published in authoritative, peer-reviewed United States medical or scientific journal
  - Evaluations of national medical associations, consensus panels and other technology evaluation bodies
  - Documents issued by and/or filed with the FDA or other federal, state or local agency with the authority to approve, regulate or investigate the use of the drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply
  - Documents of an IRB or other similar body performing substantially the same function
  - Consent documentation(s) used by the treating physicians, other medical professionals or facilities or by other treating physicians, other medical professionals or facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply
  - The written protocol(s) used by the treating physicians, other medical professionals or facilities or by other treating physicians, other medical professionals or facilities studying substantially the same drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply
  - Medical records
  - The opinions of consulting providers and other experts in the field
- (d) Anthem has the sole authority and discretion to identify and weigh all information and determine all questions pertaining to whether a drug, biologic, device, diagnostic, product, equipment, procedure, treatment, service or supply is experimental or investigational.

## Facility

A facility including but not limited to, a Hospital, freestanding Ambulatory Surgical Facility, Chemical Dependency Treatment Facility, Residential Treatment Center, Skilled Nursing Facility, Home Health Care Agency or mental health facility, as defined in this Booklet. The Facility must be licensed, accredited, registered or approved by the Joint Commission or the Commission on Accreditation of Rehabilitation Facilities (CARF), as applicable, or meet specific rules set by us.

## **Generic Drugs**

Prescription Drugs that we classify as Generic Drugs or that our PBM has classified as Generic Drugs through use of an independent proprietary industry database. Generic Drugs have the same active ingredients, must meet the same FDA rules for safety, purity and potency, and must be given in the same form (tablet, capsule, cream) as the Brand Name Drug.

## **Grievance**

A written Complaint about the quality of care, denial of a benefit or service received from a Provider.

## **Group**

The employer or other organization (e.g., association), which has a Group Contract with us, Anthem for this Plan.

## **Group Contract (or Contract)**

The Contract between us, Anthem, and the Group (also known as the Group Master Contract). It includes this Booklet, your application, any application or change form, your Identification Card, any endorsements, riders or amendments, and any legal terms added by us to the original Contract.

The Group Master Contract is kept on file by the Group. If a conflict occurs between the Group Master Contract and this Booklet, the Group Master Contract controls.

## **Home Health Care Agency**

A Facility, licensed in the state in which it is located, that:

1. Gives skilled nursing and other services on a visiting basis in your home; and
2. Supervises the delivery of services under a plan prescribed and approved in writing by the attending Doctor.

## **Hospice**

A Provider that gives care to terminally ill patients and their families, either directly or on a consulting basis with the patient's Doctor. It must be licensed by the appropriate agency.

## **Hospital**

A Provider licensed and operated as required by law, which has:

1. Room, board, and nursing care;
2. A staff with one or more Doctors on hand at all times;
3. 24 hour nursing service;
4. All the facilities on site are needed to diagnose, care, and treat an illness or injury; and
5. Is fully accredited by the Joint Commission. The term Hospital does not include a

Provider, or that part of a Provider, used mainly for:

1. Nursing care
2. Rest care
3. Convalescent care
4. Care of the aged
5. Custodial Care
6. Educational care
7. Subacute care

## **Identification Card**

The card we give you that shows your Member identification, Group numbers, and the plan you have.

## **In-Network Provider**

A Provider that has a contract, either directly or indirectly, with us, or another organization, to give Covered Services to Members through negotiated payment arrangements. A Provider that is In-Network for one plan may not be In-Network for another. Please see “How to Find a Provider” in the section “How Your Plan Works” for more information on how to find an In-Network Provider for this Plan.

## **In-Network Transplant Provider**

Please see the “What’s Covered” section for details.

## **Inpatient**

A Member who is treated as a registered bed patient in a Hospital and for whom a room and board charge is made.

## **Intensive In-Home Behavioral Health Program**

A range of therapy services provided in the home to address symptoms and behaviors that, as the result of a mental disorder or substance use disorder, put the Members and others at risk of harm.

## **Intensive Outpatient Program**

Structured, multidisciplinary behavioral health treatment that provides a combination of individual, group and family therapy in a program that operates no less than 3 hours per day, 3 days per week.

## **Interchangeable Biologic Product**

A type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product. In addition to meeting the biosimilarity standard, is expected to produce the same clinical result as the reference product in any given patient.

## **Late Enrollees**

Subscribers or Dependents who enroll in the Plan after the initial enrollment period. A person will not be considered a Late Enrollee if he or she enrolls during a Special Enrollment period. Please see the “Eligibility and Enrollment – Adding Members” section for further details.

## **Maintenance Medications**

Please see the “Prescription Drug Benefit at a Retail or Home Delivery (Mail Order) Pharmacy” section for details.

## **Maintenance Pharmacy**

An In-Network Retail Pharmacy that is contracted with our PBM to dispense a 90 day supply of Maintenance Medication.

## **Maximum Allowed Amount**

The maximum payment that we will allow for Covered Services. For more information, see the “Claims Payment” section.

## **Medical Necessity (Medically Necessary)**

An intervention that is or will be provided for the diagnosis, evaluation and treatment of a condition, illness, disease or injury and that Anthem, subject to a member’s right to appeal, as described in the

“Grievance and External Review Procedures” section, determines to be:

- Medically appropriate for and consistent with the symptoms and proper diagnosis or treatment of the condition, illness, disease or injury.
- Obtained from a Physician and/or licensed, certified or registered provider.
- Provided in accordance with applicable medical and/or professional standards.
- Known to be effective, as proven by scientific evidence, in materially improving health outcomes.
- The most appropriate supply, setting or level of service that can safely be provided to the member and which cannot be omitted consistent with recognized professional standards of care (which, in the case of hospitalization, also means that safe and adequate care could not be obtained as an outpatient).
- Cost-effective compared to alternative interventions, including no intervention or the same intervention in an alternative setting (“cost effective” does not mean lowest cost). It does mean that as to the diagnosis or treatment of the member’s illness, injury or disease, the service is: (1) not more costly than an alternative service or sequence of services that is medically appropriate, or (2) the service is performed in the least costly setting that is medically appropriate. For example we will not provide coverage for an inpatient admission for surgery if the surgery could have been performed on an outpatient basis or an infusion or injection of a specialty drug provided in the outpatient department of a hospital if the drug could be provided in a Physician’s office or the home setting.
- Not Experimental/Investigational.
- Not primarily for the convenience of the Member, the Member’s family or the Provider.
- Not otherwise subject to an exclusion under this Booklet.

The fact that a Physician and/or Provider may prescribe, order, recommend or approve care, treatment, services or supplies does not, of itself, make such care, treatment, services or supplies Medically Necessary.

## **Member**

People, including the Subscriber and his or her Dependents, who have met the eligibility rules, applied for coverage, and enrolled in the Plan. Members are called “you” and “your” in this Booklet.

## **Mental Health and Substance Abuse**

A condition that is listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental health or substance abuse condition. It does not include autism or pervasive developmental disorders, which under state law are considered medical conditions. It includes the following conditions, which under state law are considered: any of the following mental illnesses that are biologically based and for which diagnostic criteria are prescribed in the latest edition of the *Diagnostic and Statistical Manual of Mental Disorders*, published by the American Psychiatric Association:

- (a) Schizophrenia.
- (b) Schizoaffective disorder.
- (c) Bipolar disorder.
- (d) Major depressive disorders.
- (e) Panic disorder.
- (f) Obsessive-compulsive disorder.

## **Open Enrollment**

A period of time in which eligible people or their dependents can enroll without penalty after the initial enrollment. See the "Eligibility and Enrollment – Adding Members" section for more details.

## **Out-of-Network Provider**

A Provider that does not have an agreement or contract with us, or our subcontractor(s) to give services to our Members.



You will often get a lower level of benefits when you use Out-of-Network Providers.

## **Originating Site**

The location of the site where a patient is receiving Telehealth services from a provider of health care located at a Distant Site.

## **Out-of-Network Transplant Provider**

Please see the “What’s Covered” section for details.

## **Out-of-Pocket Limit**

The most you pay in Copayments, Deductibles, and Coinsurance during a Benefit Period for Covered Services. The Out-of-Pocket limit does *not* include your Premium, amounts over the Maximum Allowed Amount, or charges for health care that your Plan doesn’t cover. Please see the “Schedule of Benefits” for details.

## **Partial Hospitalization Program**

Structured, multidisciplinary behavioral health treatment that offers nursing care and active individual, group and family treatment in a program that operates no less than 6 hours per day, 5 days per week.

## **Pharmacy**

A place licensed by state law where you can get Prescription Drugs and other medicines from a licensed pharmacist when you have a prescription from your Doctor.

## **Pharmacy and Therapeutics (P&T) Process**

A process to make clinically based recommendations that will help you access quality, low cost medicines within your Plan. The process includes health care professionals such as nurses, pharmacists, and Doctors. The committees of the National Pharmacy and Therapeutics Process meet regularly to talk about and find the clinical and financial value of medicines for our Members. This process first evaluates the clinical evidence of each product under review. The clinical review is then combined with an in-depth review of the market dynamics, Member impact and financial value to make choices for the formulary. Our programs may include, but are not limited to, Drug utilization programs, precertification criteria, therapeutic conversion programs, cross-branded initiatives, and Drug profiling initiatives.

## **Pharmacy Benefits Manager (PBM)**

A Pharmacy benefits management company that manages Pharmacy benefits on Anthem’s behalf. Anthem’s PBM has a nationwide network of Retail Pharmacies, a Home Delivery Pharmacy, and clinical services that include Prescription Drug List management.

The management and other services the PBM provides include, but are not limited to: managing a network of Retail Pharmacies and operating a mail service Pharmacy. Anthem’s PBM, in consultation with Anthem, also provides services to promote and assist Members in the appropriate use of Pharmacy benefits, such as review for possible excessive use, proper dosage, drug interactions or drug/pregnancy concerns.

## Physician (Doctor)

Includes the following when licensed by law:

- Doctor of Medicine (M.D.) legally entitled to practice medicine and perform surgery,
- Doctor of Osteopathy (D.O.) legally licensed to perform the duties of a D.O.,
- Doctor of Chiropractic (D.C.), legally licensed to perform the duties of a chiropractor;
- Doctor of Podiatric Medicine (D.P.M.) legally entitled to practice podiatry, and
- Doctor of Dental Medicine (D.D.M.), Doctor of Dental Surgery (D.D.S.), legally entitled to provide dental services.

Optometrists, Clinical Psychologists (PhD) and surgical chiropodists are also Providers when legally licensed and giving Covered Services within the scope of their licenses.

## Plan

The benefit plan your Group has purchased, which is described in this Booklet.

## Precertification

Please see the section “Getting Approval for Benefits” for details.

## Premium

The amount that you and/or the Group must pay to be covered by this Plan. This may be based on your age and will depend on the Group’s Contract with us.

## Prescription Drug (Drug) (Also referred to as Legend Drug)

A medicine that is approved by the Food & Drug Administration (FDA) to treat illness or injury. Under the Federal Food, Drug & Cosmetic Act, such substances must bear a message on its original packing label that says, “Caution: Federal law prohibits dispensing without a prescription.” This includes the following:

- 1) Compounded (combination) medications, when all of the ingredients are FDA-approved as designated in the FDA’s Orange Book: *Approved Drug Products with Therapeutic Equivalence Evaluations*, require a prescription to dispense, and are not essentially the same as an FDA-approved product from a drug manufacturer.
- 2) Insulin, diabetic supplies, and syringes.

## Prescription Order

A written request by a Provider, as permitted by law, for a Prescription Drug or medication, and each authorized refill.

## Primary Care Physician (“PCP”)

A Physician who gives or directs health care services for you. The Physician may work in family practice, general practice, internal medicine, and pediatrics or any other practice allowed by the Plan.

## Primary Care Provider

A Physician, nurse practitioner, clinical nurse specialist, physician assistant, or any other Provider licensed by law and allowed under the Plan, who gives, directs, or helps you get a range of health care services.

## **Provider**

A professional or Facility licensed by law that gives health care services within the scope of that license and is approved by us. This includes any Provider that state law says we must cover when they give you services that state law says we must cover. Providers that deliver Covered Services are described throughout this Booklet. If you have a question about a Provider not described in this Booklet please call the number on the back of your Identification Card.

## **Recovery**

Please see the “Subrogation and Reimbursement” section for details.

## **Residential Treatment Center / Facility:**

A Provider licensed and operated as required by law, which includes:

1. Room, board and skilled nursing care (either an RN or LVN/LPN) available on-site at least eight hours daily with 24 hour availability;
2. A staff with one or more Doctors available at all times.
3. Residential treatment takes place in a structured facility-based setting.
4. The resources and programming to adequately diagnose, care and treat a psychiatric and/or substance use disorder.
5. Facilities are designated residential, subacute, or intermediate care and may occur in care systems that provide multiple levels of care.
6. Is fully accredited by The Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF), the National Integrated Accreditation for Healthcare Organizations (NIAHO), or the Council on Accreditation (COA)

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

1. Nursing care
2. Rest care
3. Convalescent care
4. Care of the aged
5. Custodial Care
6. Educational care

## **Retail Health Clinic**

A Facility that gives limited basic health care services to Members on a “walk-in” basis. These clinics are often found in major pharmacies or retail stores. Medical services are typically given by Physician Assistants and Nurse Practitioners.

## **Service Area**

The geographical area where you can get Covered Services from an In-Network Provider.

## **Skilled Nursing Facility**

A Facility operated alone or with a Hospital that cares for you after a Hospital stay when you have a condition that needs more care than you can get at home. It must be licensed by the appropriate agency and accredited by the Joint Commission on Accreditation of Health Care Organizations or the Bureau of Hospitals of the American Osteopathic Association, or otherwise approved by us. A Skilled Nursing Facility gives the following:

1. Inpatient care and treatment for people who are recovering from an illness or injury;
2. Care supervised by a Doctor;
3. 24 hour per day nursing care supervised by a full-time registered nurse.

A Skilled Nursing Facility is not a place mainly for care of the aged, Custodial Care or domiciliary care, treatment of alcohol or drug dependency; or a place for rest, educational, or similar services.

## **Special Enrollment**

A period of time in which eligible people or their dependents can enroll after the initial enrollment, typically due to an event such as marriage, birth, adoption, etc. See the “Eligibility and Enrollment – Adding Members” section for more details.

## **Specialist (Specialty Care Physician \ Provider or SCP)**

A Specialist is a Doctor who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. A non-Physician Specialist is a Provider who has added training in a specific area of health care.

## **Specialty Drugs**

Drugs that typically need close supervision and checking of their effect on the patient by a medical professional. These drugs often need special handling, such as temperature-controlled packaging and overnight delivery, and are often not available at retail pharmacies. They may be administered in many forms including, but not limited to, injectable, infused, oral and inhaled.

## **Subscriber**

An employee or member of the Group who is eligible for and has enrolled in the Plan.

## **Telehealth**

The delivery of services from a provider of health care to a patient at a different location through the use of information and audio-visual communication technology, not including standard telephone, facsimile, or electronic mail.

## **Therapeutic Equivalent Contraceptive Drug**

A Drug used for contraception which contains an identical amount of the same active ingredients, in the same dosage and method of administration, as another drug and which is expected to have the same clinical effect when administered to a patient pursuant to a prescription or order as the other drug.

## **Total Disability (or Totally Disabled)**

The continuing inability of the Member, because of injury or illness, to perform substantially the duties related to the Member’s employment for which the Member is otherwise qualified.

## **Transplant Benefit Period**

Please see the “What’s Covered” section for details.

**Urgent Care Center**

A licensed health care Facility that is separate from a Hospital and whose main purpose is giving immediate, short-term medical care, without an appointment, for urgent care.

**Utilization Review**

Evaluation of the necessity, quality, effectiveness, or efficiency of medical or behavioral health services, Prescription Drugs (as set forth in the section Prescription Drugs Administered by a Medical Provider), procedures, and/or facilities.

**End of Booklet**

# 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 customer service 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)

## Amharic

ይህንን መረጃ እና እገዛ በቋንቋዎ በነጻ እገዛ የማግኘት መብት አልዎት። ለእገዛ በመታወቂያዎ ላይ የለውን የአባል አገልግሎት ቁጥር ይጻውሉ። (TTY/TDD: 711)

## Arabic

يحق لك الحصول على هذه المعلومات والمساعدة بلغتك مجانًا. اتصل برقم خدمات الأعضاء الموجود على بطاقة التعريف الخاصة بك للمساعدة (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 کمکها 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)

## French

Vous avez le droit d'accéder gratuitement à ces informations et à une aide dans votre langue. Pour cela, veuillez appeler le numéro des Services destinés aux membres qui figure sur votre carte d'identification.  
(TTY/TDD: 711)

**German**

Sie haben das Recht, diese Informationen und Unterstützung kostenlos in Ihrer Sprache zu erhalten. Rufen Sie die auf Ihrer ID-Karte angegebene Servicenummer für Mitglieder an, um Hilfe anzufordern. (TTY/TDD: 711)

**Ilokano**

Addanka ti karbengan a maala iti daytoy nga impormasyon ken tulong para ti lengguahem nga awanan ti bayadna. Awagan ti numero ti Serbisyo para ti Kameng a masarakan ayan ti ID kard mo para ti tulong. (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)

**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)

**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)

**Samoan**

E iai lou 'aia faaletulafono e maua nei faamatalaga ma se fesoasoani i lou lava gagana e aunoa ma se totogi. Vili le numera mo Sauniuniga mo lou Vaega o loo maua i lou pepa faailoa ID mo se fesoasoani. (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, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.