



City of Suffolk

Lumenos<sup>®</sup> Medical  
Plan

**Take Control of Your Health**

**Your Anthem Plan**

2014-01-01

# **Anthem Blue Cross and Blue Shield Lumenos Health Savings Account Plan 3000/6000 Member Booklet**

This member booklet fully explains your health care benefits and how *you* can maximize them. Treat it as *you* treat the owner's manual for your car - store it in a convenient place and refer to it whenever *you* have questions about your health care coverage.

Important: This is not an insured benefit plan. The benefits described in this member booklet or any amendments hereto are funded by the employer who is responsible for their payment. *Anthem* provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

This health plan is intended to be federally tax qualified and compatible with a qualified health savings account. Approval by the Bureau of Insurance does not guarantee tax qualification and this health plan has not been submitted for approval by the IRS. Please seek the counsel of a tax advisor.

## **Important phone number**

### **Member Services**

800-582-6941

## **How to obtain language assistance**

*Anthem* is committed to communicating with *our* members about their health plan, regardless of their language. *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 ID card and a representative will be able to assist *you*. Translation of written materials about your benefits can also be requested by contacting Member Services. In the event of a dispute, the provisions of the English version will control.



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 the customer service number.)

## **Hours of operation:**

Monday-Friday

8:00 a.m. to 6:00 p.m. ET

Saturday

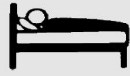
9:00 a.m. to 1:00 p.m. ET

## **Visit us on-line at:**

[www.anthem.com](http://www.anthem.com)



**Helpful tip:** Look for these icons to identify which services are considered inpatient and which are outpatient. The individual and family icons can be found on the Summary of benefits on page 1, and indicate the deductible and out-of-pocket expense limit amounts for each type of coverage.



Inpatient



Outpatient



Individual



Family

## Key words

There are a few key words *you* will see repeated throughout this booklet. *We've* highlighted them here to make the booklet easier to understand. In addition, *we* have included a **Definitions** section on page 68 that lists the various words referenced. A defined word will be italicized each time it is used.

### **We, us, our, Anthem**

Anthem Blue Cross and Blue Shield.

### **Covered persons**

You and enrolled eligible dependents.

### **Outpatient**

When you receive care in a hospital outpatient department, emergency room, professional provider's office, or your home.

### **Inpatient**

When you are a bed patient in the hospital.

### **You**

The enrolled employee.

### **Your health plan**

Your employer's health care plan through which benefits described in this booklet are available.

### **Copayment**

The fixed dollar amount you pay for some covered services.

### **Coinsurance**

The percentage of the maximum allowed amount you pay for some covered services.

### **Deductible**

The fixed dollar amount of covered services you pay in a calendar year before your health plan will pay for any remaining covered services during that calendar year.

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## Summary of benefits



This chart is an overview of your benefits for *covered services*. They are listed in detail beginning on page 14. A list of services that are not covered begins on page 33.

Please see the Out-of-network care paragraph on page 9 for more information about amounts above the *maximum allowed amount* when services are received from non-participating *providers*.

### What will I pay?

This chart shows the most *you* pay for *deductibles* and out-of-pocket expenses for *covered services* in one year of coverage. All covered benefits are subject to the calendar year *deductible*; however, in-network wellness services are not subject to the calendar year *deductible*.

Both in-network and *out-of-network* services accumulate toward the calendar year *deductible*. Amounts applied toward the calendar year *deductible* will also apply to both the in-network and *out-of-network* out-of-pocket expense limits. However, the out-of-pocket expense limits for in-network and *out-of-network* services are separate, and amounts applied to one limit do not apply to the other. *Coinsurance* amounts for in-network services apply only to the in-network limit, and *coinsurance* amounts for *out-of-network* services apply only to the *out-of-network* limit.

|   | Individual<br> | Family<br> | Detail<br>Page Number |
|---|---|--|-----------------------|
| Calendar year deductible  | \$3000  | \$6000   | 41                    |
| The most you will pay per calendar year for in-network services     | \$5000  | \$10000  | 41                    |
| The most you will pay per calendar year for out-of-network services | \$10000   | \$20000  | 41                    |

If *you* cover only yourself, then you must satisfy the individual *deductible* before any *covered services* are paid by the health plan. Once the individual out-of-pocket expense limit has been reached, no additional *coinsurance* will be required of you for the remainder of the calendar year.

If *you* cover yourself and one other dependent, then each of you must satisfy the individual *deductible* before any *covered services* are paid by the health plan. When the individual out-of-pocket expense limit is reached by each person, then no additional *coinsurance* will be required for that person for the remainder of the calendar year.

In the event that you cover three or more people, then the family *deductible* may be satisfied and the family out-of-pocket expense limit may be reached by a combination of any family member's expenses. The individual *deductible* amount is the most that must be satisfied by any one covered person before covered services are paid by the health plan. The individual out-of-pocket expense is the most that any one covered person will pay per calendar year. Once the family out-of-pocket expense limit has been satisfied, no additional *coinsurance* will be required of the family for the remainder of the calendar year.

| In-network | Out-of-network | Detail |
|------------|----------------|--------|
|------------|----------------|--------|

\* Services for out-of-network ambulance providers will be subject to the in-network deductible (if any) only.

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|   | In-network   |             | Out-of-network                                  |  | Detail      |
|---|--|-------------|---|--|-------------|
|   | Copayment<br>(after calendar year deductible)        | Coinsurance | Coinsurance<br>(after calendar year deductible) |  | Page number |
|   | Copayment<br>(after calendar year deductible)        | Coinsurance | Coinsurance<br>(after calendar year deductible) |  | Page number |
| <b>Ambulance Travel (air and water)</b>   | \$0  | 20%         | 20% *   |  | 14          |
| <b>Ambulance Travel (ground)</b>  | \$0  | 20%         | 20% *   |  | 14          |
| <b>Autism services</b>  |  |             |   |  |             |
| Applied behavior analysis<br>\$35,000 calendar year limit for<br>applied behavior analysis  | \$0  | 20%         | 40%   |  | 15          |
| All other services for autism   | Copayment/coinsurance determined by service received |             |   |  | 15          |
| <b>Dental services</b>  | \$0  | 20%         | 40%   |  | 15          |
| <b>Diabetic equipment and education</b>   | \$0  | 20%         | 40%   |  | 16          |
| <b>Diagnostic tests</b><br>for specific conditions or diseases at a<br>doctor's office, emergency room, or<br>outpatient hospital department  | \$0  | 20%         | 40%   |  | 16          |
| <b>Dialysis treatments</b>  |  |             |   |  |             |
| Facility  | \$0  | 20%         | 40%   |  | 17          |
| Doctor's Office   | \$0  | 20%         | 40%   |  | 17          |
| <b>Doctor visits</b><br>on an outpatient basis  | \$0  | 20%         | 40%   |  | 17          |
| <b>Early intervention services</b><br>Covered up to age 3   | Copayment/coinsurance determined by service received |             |   |  | 17          |
| <b>Emergency room visits</b>  |  |             |   |  |             |
| Facility services   | \$0  | 20%         | 40%   |  | 18          |
| Professional provider services  | \$0  | 20%         | 40%   |  | 18          |
| Visits to an <i>out-of-network</i> emergency room for <i>emergency services</i> will be covered at in-network benefit levels and apply the in-network cost shares. The <i>facility</i> and <i>provider</i> may balance bill for any amounts in excess of the <i>maximum allowed amount</i> . The <i>out-of-network</i> benefit shown reflects the cost shares for visits to an <i>out-of-network</i> emergency room for services that are not <i>emergency services</i> . |  |             |   |  |             |
| <b>Home care services</b><br>100-visit calendar year limit for home<br>health services  | \$0  | 20%         | 40%   |  | 18          |
| <b>Home private duty nurses services</b><br>16 hours per member per calendar year   | \$0  | 20%         | **  |  | 18          |
| <b>Hospice care services</b>  | \$0  | 20%         | 40%   |  | 19          |
| <b>Hospital services</b>  |  |             |   |  |             |
| <b>Inpatient treatment</b>  |  |             |   |  |             |
| Facility services   | \$0  | 20%         | 40%   |  | 19          |
| Professional provider services  | \$0  | 20%         | 40%   |  | 19          |
| <b>Outpatient treatment</b>   |  |             |   |  |             |
| Facility services   | \$0  | 20%         | 40%   |  | 19          |
| Professional provider services  | \$0  | 20%         | 40%   |  | 19          |
| <b>Infusion services - outpatient services ***</b>  |  |             |   |  |             |
| Facility services   | \$0  | 20%         | 40%   |  | 20          |
| Professional provider services  | \$0  | 20%         | 40%   |  | 20          |
| Home services   | \$0  | 20%         | 40%   |  | 20          |
| Infusion medications  |  |             |   |  |             |
| Outpatient settings   | \$0  | 20%         | 40%   |  | 20          |

\*\* Since there is no network required for these services, benefits will be paid as if rendered on an in-network basis.

\*\*\* See Hospital services for payment amounts for inpatient therapy.

Summary of benefits continued



|   | In-network                                    |             | Out-of-network                                  | Detail      |
|---|---|-------------|---|-------------|
|   | Copayment<br>(after calendar year deductible) | Coinsurance | Coinsurance<br>(after calendar year deductible) | Page number |
| <i>Home settings</i>  | \$0   | 20%         | 40%   | 20          |
| <b>Maternity</b>  |   |             |   |             |
| <b>Professional provider services</b>   |   |             |   |             |
| Prenatal and postnatal follow-up care   | \$0   | 20%         | 40%   | 21          |
| Delivery  | \$0   | 20%         | 40%   | 21          |
| Hospital services for delivery delivery room, anesthesia, nursing care for newborn                              | \$0   | 20%         | 40%   | 21          |
| <b>Diagnostic tests</b>   | \$0   | 20%         | 40%   | 21          |
| <b>Medical equipment (durable), prosthetics, appliances, formulas, supplies, and medications</b>                | \$0   | 20%         | 40%   | 21          |
| <b>Mental health or substance use disorder treatment</b>  |   |             |   | 22          |
| <b>Inpatient treatment</b>  |   |             |   | 22          |
| <i>Facility services</i>  | \$0   | 20%         | 40%   | 23          |
| <i>Professional provider services</i>   | \$0   | 20%         | 40%   | 23          |
| <b>Outpatient facility-based services (includes partial day)</b>  | \$0   | 20%         | 40%   | 23          |
| <b>Outpatient office-based treatment</b>  | \$0   | 20%         | 40%   | 23          |
| <b>Prescription drugs (retail and mail services pharmacy) and diabetic supplies</b>                             | \$0   | 20%         | 20%   | 23          |
| <b>Shots (injections)</b><br>at a doctor's office, emergency room or outpatient hospital department             | \$0   | 20%         | 40%   | 27          |
| <b>Skilled nursing facility stays</b><br>100-day per stay limit   |   |             |   | 27          |
| <i>Facility services</i>  | \$0   | 20%         | 40%   | 27          |
| <i>Professional provider services</i>   | \$0   | 20%         | 40%   | 27          |
| <b>Spinal manipulations and other manual medical interventions</b><br>30 – visit calendar year limit per member | \$0   | 20%         | 40%   | 27          |
| <b>Surgery</b>  |   |             |   | 27          |
| <b>Inpatient treatment</b>  |   |             |   |             |
| <i>Facility services</i>  | \$0   | 20%         | 40%   | 27          |
| <i>Professional provider services</i>   | \$0   | 20%         | 40%   | 27          |
| <b>Outpatient treatment</b>   |   |             |   |             |
| <i>Facility services</i>  | \$0   | 20%         | 40%   | 27          |
| <i>Professional provider services</i>   | \$0   | 20%         | 40%   | 27          |
| <b>Therapy - outpatient services ***</b>  |   |             |   |             |
| <b>Cardiac rehabilitation therapy</b>   |   |             |   |             |
| <i>Hospital services</i>  | \$0   | 20%         | 40%   | 29          |
| <i>Professional provider services</i>   | \$0   | 20%         | 40%   | 29          |
| <b>Chemotherapy</b>   |   |             |   |             |
| <i>Hospital services</i>  | \$0   | 20%         | 40%   | 29          |
| <i>Professional provider services</i>   | \$0   | 20%         | 40%   | 29          |
| <b>Occupational therapy visits</b>  |   |             |   |             |

\*\*\* See Hospital services for payment amounts for inpatient therapy.

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|  | In-network                                    |             | Out-of-network                                  | Detail      |
|--|---|-------------|---|-------------|
|  | Copayment<br>(after calendar year deductible) | Coinsurance | Coinsurance<br>(after calendar year deductible) | Page number |
| -----  |   |             |   |             |
| 30 – visit calendar year limit per member (combined with physical therapy visits). Limit does not apply to autism services.  |   |             |   |             |
| <i>Hospital services</i>   | \$0   | 20%         | 40%   | 29          |
| <i>Professional provider services</i>  | \$0   | 20%         | 40%   | 29          |
| -----  |   |             |   |             |
| <b>Physical therapy visits</b>   |   |             |   |             |
| 30 – visit calendar year limit per member (combined with occupational therapy visits). Limit does not apply to autism services.  |   |             |   |             |
| <i>Hospital services</i>   | \$0   | 20%         | 40%   | 30          |
| <i>Professional provider services</i>  | \$0   | 20%         | 40%   |             |
| -----  |   |             |   |             |
| <b>Radiation therapy</b>   |   |             |   |             |
| <i>Hospital services</i>   | \$0   | 20%         | 40%   | 30          |
| <i>Professional provider services</i>  | \$0   | 20%         | 40%   | 30          |
| -----  |   |             |   |             |
| <b>Respiratory therapy</b>   |   |             |   |             |
| <i>Hospital services</i>   | \$0   | 20%         | 40%   | 30          |
| <i>Professional provider services</i>  | \$0   | 20%         | 40%   | 30          |
| -----  |   |             |   |             |
| <b>Speech therapy visits</b>   |   |             |   |             |
| 30 – visit calendar year limit per member. Limit does not apply to autism services.  |   |             |   |             |
| <i>Hospital services</i>   | \$0   | 20%         | 40%   | 30          |
| <i>Professional provider services</i>  | \$0   | 20%         | 40%   | 30          |
| -----  |   |             |   |             |
| <b>Vision correction</b><br>after surgery or accident  | \$0   | 20%         | 40%   | 30          |
| -----  |   |             |   |             |
| <b>Wellness services</b><br>for children and adults  | \$0   | 0%          | 40%   | 30          |
| The calendar year deductible does not apply to wellness services received in network; however, if wellness services are received from out-of-network providers, the services will be subject to the calendar year deductible. Screenings received for diagnostic purposes (as billed by the in or out-of-network provider or facility) are not considered to be wellness services, and therefore will also be subject to the calendar year deductible. |   |             |   |             |
| -----  |   |             |   |             |
| <b>Wigs</b><br>Limited to one wig per member per calendar year   | \$0   | 20%         | 40%   | 32          |
| -----  |   |             |   |             |

## How your health plan works

*Your health plan* provides a wide range of health care services within a special network of health care *providers* and *facilities*. You will receive benefits based on where you receive health care services and the limits stated in the Summary of benefits (see page 1) and related exclusions. *Your health plan* is a self-funded employee welfare benefit plan sponsored by your employer. The cost of your coverage, which includes the plan benefits and administrative expenses, is borne by your employer. Employees may contribute to the cost through payroll deduction. Your employer has entered into an administrative services contract with *Anthem* to carry out certain functions with respect to claims operation.

### Carry your ID card

Your Anthem Blue Cross and Blue Shield ID card identifies you as a *covered person* and contains important health care coverage information. When you show your ID card to your doctor, hospital, pharmacist, or other health care *provider*, they will file your claims for you in most cases. Carrying your card at all times will ensure you always have this coverage information with you when you need it.

### Covered providers and facilities

*Your health plan* covers certain care administered by *providers* and *facilities*. To ensure benefits, *providers* and *facilities* must be licensed in the state where they operate to perform the service you receive and the service must be covered by *your health plan*. Certain services are covered by the plan and rendered by other covered medical suppliers, such as suppliers of *medical equipment (durable)*, private duty nursing services, *prescription drugs*, ambulance services, etc.

A *provider* may delegate to his employee the responsibility for performing a *covered service*. *Your health plan* will cover this care if we determine that a bona fide employer-employee relationship exists, based on information given by the *provider*. Under these circumstances:

- both the *provider* and the delegated employee must be licensed/certified to render the service;
- the service must be performed under the direct supervision of the *provider* since the *provider* is primarily responsible for the patient's care; and
- the *provider* who is directly supervising the service must bill for the service.

Because the service of the delegated employee is a substitute for the *provider's* service, *your health plan* will not pay a supervisory or other fee for the same service performed by both the *provider* and his delegated employee.

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### Choose a health care provider

#### In Virginia

You have the freedom to receive care from any *provider* or *facility*. However, you receive the highest level of benefits when you receive care from *providers* and *facilities* within the *KeyCare PPO Network*. Care received from *KeyCare PPO Network providers* and *facilities* is considered *in-network* care. Your policy provides coverage for certain services that do not have *providers* within *our* networks. These services would be considered *in-network* services. An example is private duty nursing services.



**Helpful tip:** You may call Member Services for information regarding the qualifications of providers in the KeyCare PPO Network. Qualifications include: medical school attended, residency completed, and board certification status.

#### Out-of-area services

We have a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as “Inter-Plan Programs.” Whenever you obtain health care services outside of *our* service area, the claims for these services may be processed through one of these Inter-Plan Programs, which include the BlueCard Program and may include negotiated National Account arrangements available between *us* and other Blue Cross and Blue Shield Licensees.

Typically, when accessing care outside *our* service area, you will obtain care from health care *providers* that have a contractual agreement (i.e., are “participating *providers*”) with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (“Host Blue”). In some instances, you may obtain care from non-participating health care *providers*. *Our* payment practices in both instances are described below.

#### BlueCard® Program

Under the BlueCard® Program, when you access covered health care services within the geographic area served by a Host Blue, we will remain responsible for fulfilling *our* contractual obligations. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating health care *providers*.

Whenever you access covered health care services outside *our* service area and the claim is processed through the BlueCard Program, the amount you pay for covered health care services, is calculated based on the lower of:

- the billed covered charges for your *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 your health care *provider*. Sometimes, it is an estimated price that takes into account special arrangements with your health care *provider* or *provider* group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of health care *providers* after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price we use for your claim because they will not be applied retroactively to claims already paid.

Laws in a small number of states may require the Host Blue to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, we would then calculate your liability for any covered health care services according to applicable law.

### Non-participating health care providers outside our service area

#### 1. Member Liability Calculation

When covered health care services are provided outside of *our* service area by non-participating health care *providers*, the amount *you* pay for such services will generally be based on either the Host Blue's non-participating health care *provider* local payment or the pricing arrangements required by applicable state law. In these situations, *you* may be liable for the difference between the amount that the non-participating health care *provider* bills and the payment *we* will make for the *covered services* as set forth in this paragraph.

#### 2. Exceptions

In certain situations, *we* may use other payment bases, such as billed covered charges, the payment *we* would make if the health care services had been obtained within *our* service area, or a special negotiated payment, as permitted under Inter-Plan Programs Policies, to determine the amount *we* will pay for services rendered by non-participating health care *providers*. In these situations, *you* may be liable for the difference between the amount that the non-participating health care *provider* bills and the payment *we* will make for the *covered services* as set forth in this paragraph.



**Helpful tip:** In the event that you travel outside of Virginia and receive services in a state with more than one Blue plan network, an exclusive network arrangement may be in place. If you see a provider who is not part of an exclusive network arrangement, that provider's service(s) will be considered out-of-network care, and you may be billed the difference between the charge and the maximum allowed amount. You may call Member Services or go to [www.anthem.com](http://www.anthem.com) for information regarding such arrangements.

*You* can also access doctors and hospitals outside of the U.S. The BlueCard program is recognized in more than 200 countries throughout the world.

## Care Outside the United States – BlueCard® Worldwide

Before *you* travel outside the United States, check with your group or call Customer Service at the number on your Identification Card to find out if your plan has BlueCard Worldwide benefits. Your coverage outside the United States may be different and we suggest:

- Before *you* leave home, call the Customer Service number on your Identification Card for coverage details.
- Always carry your up-to-date identification card.
- In an emergency, go straight to the nearest hospital.
- The BlueCard Worldwide Service Center is on hand 24 hours a day, seven days a week toll-free at

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(800) 810-BLUE (2583) or by calling collect at (804) 673-1177. An assistance coordinator, along with a health care professional, will arrange a doctor visit or hospital stay, if needed.

### Call the Service Center in these non-emergency situations:

- *You* need to find a doctor or hospital or need health care. An assistance coordinator, along with a medical professional, will arrange a doctor visit or Hospital stay, if needed.
- *You* need inpatient care. After calling the Service Center, *you* must also call *us* to get approval for benefits at the phone number on your identification card. Note: this number is different than the phone numbers listed above for BlueCard Worldwide.

### Payment Details

- Participating BlueCard Worldwide Hospitals. In most cases, when *you* make arrangements for a hospital stay through BlueCard Worldwide, *you* should not need to pay upfront for inpatient care at participating BlueCard Worldwide hospitals except for the out-of-pocket costs (non-covered services, deductible, copayments and coinsurance) *you* normally pay. The hospital should send in your claim for *you*.
- Doctors and/or non-participating hospitals. *You* will need to pay upfront for outpatient services, care received from a doctor, and inpatient care not arranged through the BlueCard Worldwide Service Center. Then *you* can fill out a BlueCard Worldwide claim form and send it with the original bill(s) to the BlueCard Worldwide Service Center (the address is on the form).

### Claim Filing

- The hospital will file your claim if the BlueCard Worldwide Service Center arranged your hospital stay. *You* will need to pay the Hospital for the out-of-pocket costs *you* normally pay.
- *You* must file the claim for outpatient and doctor care, or inpatient care not arranged through the BlueCard Worldwide Service Center. *You* will need to pay the Provider and subsequently send an international claim form with the original bills to *us*.

### Claim Forms

*You* can get international claim forms from *us*, the BlueCard Worldwide Service Center, or online at [www.bcbs.com/bluecardworldwide](http://www.bcbs.com/bluecardworldwide). The address for sending in claims is on the form.

## How to find a provider in the network

There are four ways *you* can find out if a *provider* or *facility* is in your network:

- Refer to *your health plan's* directory of network *providers* at [www.anthem.com](http://www.anthem.com), which lists doctors and health care *facilities* that participate in *your health plan's* network, as well as information about the standards of care in area hospitals.
- Call *Anthem's* Member Services to request a list of doctors and health care *facilities* that participate with *Anthem*, based on specialty and geographic area.
- Check with your doctor or health care *facility*.
- Ask your group administrator.

All network *providers* have a process in place to help *you* access urgent medical care 24 hours a day, 7 days a week. If *you* require urgent medical care after your doctor's normal business hours call his/her office and *you* will be directed to needed care.

## Out-of-network care

*Out-of-network care* is covered at a lower level of benefits than in-network care. After *you* satisfy a calendar year *deductible* (if any), *you* are responsible for your *coinsurance*, a percentage of the *maximum allowed amount* as stated in the Summary of benefits (see page 1). If the *out-of-network* ambulance, *provider* or *facility* participates in any *Anthem* network or other Blue Cross Blue Shield company's network, they will accept the *maximum allowed amount* as payment in full for their services. However, ambulances, *providers* and *facilities* that do not participate in any *Anthem* or Blue Cross Blue Shield company's network may bill *you* for the difference between their charge and the *maximum allowed amount*.

## The advance approval process

Network *providers* are required to obtain prior authorization in order for *you* to receive benefits for certain services. Prior authorization criteria will be based on multiple sources including medical policy, clinical guidelines, and pharmacy and therapeutics guidelines. *Anthem* may determine that a service that was initially prescribed or requested is not *medically necessary* if *you* have not previously tried alternative treatments which are more cost effective.

*Your health plan* will make coverage decisions on services requiring advance approval (for example, *home care services*, etc.), within 15 days from the receipt of the request. *Your health plan* may extend this period for another 15 days if *we* determine it to be necessary because of matters beyond *our* control. In the event that this extension is necessary, *you* will be notified prior to the expiration of the initial 15-day period. If the coverage decision involves a determination of the appropriateness or medical necessity of services, *your health plan* will make its decision within 2 working days of its receipt of all necessary clinical information needed to process the advance approval request.

For *urgent care claims*, coverage decisions will be completed and *we* will respond to *you* and your *provider* as soon as possible taking into account your medical condition, but not later than 72 hours from receipt of the request. If insufficient information is submitted in order to review the claim, *we* will ask *you* or your *provider* for the information needed within 24 hours of the receipt of your request, and make *our* decision within 48 hours of receiving the information. If the requested information is not received within 48 hours of *our* request, *we* will make *our* decision within 96 hours from the date of *our* request.

Once *your health plan* has made a coverage decision on services requiring advance approval, *you* will receive written notification of the coverage decision. In the event of an *adverse benefit determination*, the written notification will include the following:

- information sufficient to identify the claim involved;
- the specific reason(s) and the plan provision(s) on which the determination is based;
- a description of any additional material or information necessary to reopen the claim for consideration, along with an explanation of why the requested material or information is needed;
- a description of *your health plan's* appeal procedures and applicable time limits;
- in the case of an *urgent care claim*, a description of the expedited appeal and expedited review process applicable to such claims; and

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- the availability of, and contact information for, the U.S. Department of Labor's Employee Benefits Security Administration that may assist *you* with the internal or external appeals process.

If all or part of a pre-service or *urgent care claim* was not covered, *you* have a right to see, upon request and at no charge, any rule, guideline, protocol or criterion that *your health plan* relied upon in making the coverage decision. If a coverage decision was based on medical necessity or the experimental nature of the care, *you* are entitled to receive, upon request and at no charge, the explanation of the scientific or clinical basis for the decision as it relates to your medical condition.

*Anthem* may, from time to time, waive, enhance, modify or discontinue certain medical management processes (including utilization management, case management, and disease management) if in *Anthem's* discretion, such change is in furtherance of the provision of cost effective, value based and/or quality services.

In addition, *we* may select certain qualifying *providers* to participate in a program 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 modify any such exemption with or without advance notice.

*You* may determine whether a *provider* is participating in certain programs by checking *your health plan's* on-line *provider* directory or contacting customer service number on the back of your ID card.

### **Approvals of care involving an ongoing course of treatment**

*Network providers* must follow certain procedures to ensure that if a previously approved course of treatment needs to be extended, the extension is requested in time to minimize disruption of needed services. If *you* are receiving care from a non-network *provider* and need to receive an extension of a previously approved course of treatment, *you* will be required to ask for the extension. *You* should request the extension at least 24 hours prior to the end of the authorized time frame to avoid disruption of care or services. *We* will notify *you* of our coverage decision within 24 hours of your request.

If *we* make a determination to reduce or terminate benefits for all or any part of a previously approved course of treatment prior to its conclusion, this will be considered an adverse benefit determination. If the reduction or termination was not a result of a health plan amendment or health plan termination, *we* will notify *you* in advance of the reduction or termination in sufficient time for you to file an internal appeal prior to the reduction or termination.

### **In an emergency or if specialty care is not reasonably available in the network**

If *you* have an emergency medical condition, go to the nearest appropriate provider or medical facility. Visits to an out-of-network emergency room for emergency services will be covered at in-network benefit levels and apply the in-network cost shares.



If specialty care is required and it's not available from a provider within the network, your network provider can call *Anthem* in advance of your receiving care to have the *out-of-network* services authorized for the highest level of benefits.

## Hospital Admission Review

All hospital *stays*, skilled nursing home *stays*, or treatment in partial day programs should be approved before each admission. The exception to this is maternity admissions as specified in the maternity section of this booklet. If *you* are admitted to the hospital as a result of an *emergency medical condition*, your hospital *stay* should be reviewed by *Anthem* within 48 hours of admission. The emergency room doctor, a relative, or a friend can call for Hospital Admission Review. Network *providers* and *facilities* handle Hospital Admission Review for *you*. *You* must initiate the Hospital Admission Review process for *out-of-network* services. If *you* fail to obtain approval for an *inpatient stay*, and the *stay* is later determined not to be *medically necessary*, *you* may have to pay the entire hospital bill in addition to any charges for services provided while *you* were an *inpatient*. Strict adherence to this procedure may not be required for services that arise over the weekend.

Before *you* are admitted to the hospital for medical care or surgery, *you* or someone *you* authorize must call the Member Services telephone number located on your identification card. If your *provider* is calling on your behalf, the telephone number for *providers* is 804-342-0010 in Richmond or toll-free 800-533-1120. *You* should have the following information available:

- your Anthem Blue Cross and Blue Shield identification number (shown on your ID card);
- your doctor's name and phone number;
- the date you plan to enter the hospital and length of stay; and
- the reason for hospitalization.

*Your health plan* will respond to a request for hospital admission within 2 working days after receiving all of the medical information needed to process the request, but not to exceed 15 days from the receipt of the request. *We* may extend this period for another 15 days if *we* determine it to be necessary because of matters beyond *our* control. In the event that this extension is necessary, *you* will be notified prior to the expiration of the initial 15-day period.

In cases where the hospital admission is an *urgent care claim*, a coverage decision will be completed within 24 hours. Your physician will be notified verbally of the coverage decision within this time frame.

Once a coverage decision has been made regarding your hospital admission, *you* will receive written notification of the coverage decision. In the event of an *adverse benefit determination*, the written notification will include the following:

- information sufficient to identify the claim involved;
- the specific reason(s) and the plan provision(s) on which the determination is based;
- a description of any additional material or information necessary to reopen the claim for consideration, along with an explanation of why the requested material or information is needed;
- a description of *your health plan's* appeal procedures and applicable time limits;
- in the case of an *urgent care claim*, a description of the expedited review process applicable to such claims; and

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- the availability of, and contract information for, the U.S. Department of Labor's Employee Benefits Security Administration that may assist *you* with the internal or external appeals process.

If all or part of a hospital admission was not covered, *you* have a right to see, upon request and at no charge, any rule, guideline, protocol or criterion that *your health plan* relied upon in making the coverage decision. If a coverage decision was based on medical necessity or the experimental nature of the care, *you* are entitled to receive upon request and at no charge the explanation of the scientific or clinical basis for the decision as it relates to your medical condition.

Hospital admissions for covered radical or modified radical mastectomy for the treatment of breast cancer shall be approved for a period of no less than 48 hours. Hospital admissions for a covered total or partial mastectomy with lymph node dissection for the treatment of breast cancer shall be approved for a period of no less than 24 hours. Hospital admissions for a covered laparoscopy-assisted vaginal hysterectomy shall be approved for a period of no less than 23 hours. Hospital admissions for a covered vaginal hysterectomy shall be approved for a period of no less than 48 hours.

The length of *stay* for maternity admissions is determined according to the Newborn's and Mother's Health Protection Act. This federal law allows for 48 hours for vaginal delivery or 96 hours for caesarian section. Admissions for maternity care do not, initially, require Hospital Admission Review. However, if complications develop and additional days are necessary, Hospital Admission Review is required. We request that your doctor contact *Anthem* to establish eligibility and waiting periods.

### Admissions to hospitals located outside of Virginia

If *you* are admitted to a hospital outside of Virginia, *you* or someone on your behalf must initiate the Hospital Admission Review process. This applies in all cases, whether *you* live, work, or travel outside of Virginia. If approval is not obtained for an *inpatient stay* and the *stay* is later determined by *Anthem* not to be *medically necessary*, *you* may have to pay the entire hospital bill in addition to any charges for services provided while *you* were an *inpatient*.

### Individual case management

In addition to the *covered services* listed in this booklet, *your health plan* may elect to offer benefits for an approved alternate treatment plan for a patient who would otherwise require more expensive *covered services*. This includes, but is not limited to, long term *inpatient* care. *Your health plan* will provide alternate benefits at its sole discretion. It will do so only when and for so long as it decides that the services are *medically necessary* and cost effective. The total benefits paid for such services may not exceed the total that would otherwise be paid without alternate benefits. If *your health plan* elects to provide alternate benefits for a *covered person* in one instance, it will not be required to provide the same or similar benefits for any *covered person* in any other instance. Also, this will not be construed as a waiver of *your health plan's* right to enforce the terms of *your health plan* in the future in strict accordance with its express terms.

Also, from time to time *your health plan* may offer a *covered person* and/or their *provider* or *facility* information and resources related to disease management and wellness initiatives. These services may be in conjunction with the *covered person's* medical condition or with therapies that the *covered person*

receives, and may or may not result in the provision of alternative benefits as described in the preceding paragraph.

## If you changed plans within the year

Your *health plan* may include calendar year limitations on *deductibles*, out-of-pocket expenses, or benefits. These limitations may be affected by a change of health plan coverage during the calendar year.

- If you change from one employer's health plan to another employer's health plan during the calendar year, new limitations will apply as of your *effective date* of coverage under the new employer's health plan. Amounts that may have accumulated toward similar limitations under your former employer's health plan will not count toward the limitations under your new employer's health plan.
- If you do not change employers, but move from *Anthem HealthKeepers* coverage (issued by an *Anthem*-affiliated HMO) to *Anthem* coverage during the calendar year, new limitations will apply as of the *effective date* of your *Anthem* coverage. Amounts that may have accumulated toward specific benefits or out-of-pocket requirements under the *Anthem HealthKeepers* will not count toward the limitations under the *Anthem* coverage.
- If you do not change employers, but move from non-*Anthem* coverage (issued by any other company) to *Anthem* coverage during the calendar year, new limitations will apply as of the *effective date* of your *Anthem* coverage. Amounts that may have accumulated toward specific benefits or out-of-pocket requirements under the non-*Anthem* coverage will not count toward the limitations under the *Anthem* coverage. However, in the course of moving to *Anthem* coverage with your employer, you may be eligible for credit of *deductible* and/or out-of-pocket expense limit amounts accumulated under the non-*Anthem* coverage. Please see your *group administrator* for more information.
- If you do not change employers, but move from one *Anthem* benefit plan or option to another *Anthem* benefit plan or option during the calendar year, any amounts that had accumulated toward calendar year limitations before the change may count toward similar limitations under the new *Anthem* benefit plan or option for the remainder of the calendar year.

## What is covered

Your *health plan* covers only those medical services that are *medically necessary*. Just because the service is prescribed by a *provider* does not mean the service is *medically necessary*. In addition, your *health plan* requires that services be safely performed in the least costly *setting*.

See the **Summary of benefits** (page 1) for payment levels and limits for the covered services. For details of the specific coverage provided as well as what is not covered, use the page number references on the summary. All of the following services, except as noted, must be rendered by covered *facilities* or *providers*.

### Ambulance travel



*Medically necessary* ambulance services are a *covered service* when one or more of the following criteria are met:

- 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.
- 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. When using an air ambulance for non-emergency transport, 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*.

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*.

### 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 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 you cannot give *you* the medical services *you* need. Certain specialized services are not available at all hospitals. For example, burn care, cardiac care, trauma care, and critical care are only available at certain hospitals. 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 services



Your *health plan* covers certain treatments associated with autism spectrum disorder (ASD) for dependents from age two through age six. Coverage for ASD includes but is not limited to the following:

- diagnosis of autism spectrum disorder;
- treatment of autism spectrum disorder;
- pharmacy care;
- psychiatric care;
- psychological care; and
- therapeutic care.

Treatment for ASD includes *applied behavior analysis* when provided or supervised by a board certified behavior analyst, licensed by the Board of Medicine, and billed by such behavior analyst, and the prescribing practitioner is independent of the provider of the *applied behavior analysis*. Coverage is subject to the annual benefit limitation for *applied behavior analysis* shown on the **Summary of benefits**.

### 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. Dental appliances required to diagnose or treat an accidental injury to the teeth, and the repair of dental appliances damaged as a result of accidental injury to the jaw, mouth or face, are also covered.

Treatment must begin within 60 days of the injury, or as soon after that as possible to be a *covered service* under this plan.

### Hospitalization for Anesthesia and Dental Procedures

Your plan includes coverage of general anesthesia and hospitalization services for children under the age of 5, *covered persons* who are severely disabled and *covered persons* who have a medical condition that requires admission to a hospital or outpatient surgery facility. These services are only provided when it is determined by a licensed dentist, in consultation with the *covered person's* treating physician that such services are required to effectively and safely provide dental care.

### Diabetic equipment and education



Your *health plan* covers medical supplies, equipment, and education for diabetes care for all diabetics. This includes coverage for the following:

- insulin pumps;
- home blood glucose monitors, lancets, blood glucose test strips, syringes, and hypodermic needles and syringes when purchased from a pharmacy; and
- *outpatient* self-management training and education performed in-person; including medical nutrition therapy, when provided by a certified, licensed, or registered health care professional.

Diabetic education may be received from pharmacies that are authorized to perform this service. Contact the pharmacy to determine if they are authorized to perform this service.

Screenings for gestational diabetes are covered under Wellness services.

### Diagnostic tests



Your benefits include coverage for the following procedures when ordered by your doctor to diagnose a definite condition or disease because of specific signs and/or symptoms:

- radiology (including mammograms), ultrasound or nuclear medicine;
- laboratory and pathology services or tests;
- diagnostic EKGs, EEGs; and
- advanced diagnostic imaging services.

Observation, diagnostic examinations, or diagnostic laboratory testing that involves a hospital *stay* is covered under your *health plan* only when:

- your medical condition requires that medical skills be constantly available;
- your medical condition requires that medical supervision by your doctor is constantly available; or
- diagnostic services and equipment are available only as an *inpatient* .

*Outpatient* diagnostic imaging tools can be the key to identifying underlying health problems, but unnecessary imaging may contribute to patient safety issues: increased radiation exposure and false positive findings that may result in additional unnecessary testing and potential surgical procedures. To help ensure that *you* are receiving services that are safe and appropriate, we have made available a health services review process for physicians ordering these services. Health services review is a process performed in advance of receiving an outpatient advanced diagnostic imaging service. The purpose is to review for safety, appropriateness, and medical necessity, and to determine whether the service meets

coverage guidelines. If your doctor orders one of the following tests for *you*, we suggest that *you* ask your doctor to initiate a health services review by contacting *Anthem*:

- magnetic resonance angiography (MRA);
- magnetic resonance imaging (MRI);
- magnetic resonance spectroscopy (MRS);
- computed tomographic angiography (CTA);
- positron emission tomography (PET) scans;
- computed tomography (CT) scans;
- single photon emission computed tomography (SPECT) scans; and
- nuclear cardiology.



**Helpful tip:** While there is no penalty if the health services review is not performed in advance of receiving the service, the advantage of the front-end review is that *you* and your doctor know beforehand whether the service is appropriate, medically necessary, and meets coverage guidelines. If advance approval is not obtained and the service is later determined not to be *medically necessary*, *you* may have to pay for the service.

Medical supplies and other services that may be required and provided in conjunction with a diagnostic test are not considered part of the diagnostic test. Therefore, if a *facility* or *provider* bills a separate charge for such services or supplies, benefits for such services or supplies will be provided as described in the **Summary of benefits** for such services and supplies and not as part of the diagnostic test.

## Dialysis



Your *health plan* covers dialysis treatment, which is the treatment of severe kidney failure or chronic poor functioning of the kidneys. This includes hemodialysis and peritoneal dialysis.

## Doctor visits and services



Your *health plan* covers:

- visits to a doctor's office or your doctor's visits to your home;
- visits to an urgent care center;
- visits to a hospital *outpatient* department or emergency room;
- visits for shots needed for treatment (for example, allergy shots); and
- interactive *telemedicine services*.

## Early intervention services



Your health plan covers early intervention services for covered dependents from birth to age three who are certified by the Department of Behavioral Health and Developmental Services (“the Department”) as eligible for services under Part C of the Individuals with Disabilities Education Act. These services consist of:

- speech and language therapy;
- occupational therapy;
- physical therapy; and
- assistive technology services and devices.

Early intervention services for the population certified by the Department are those services listed above which are determined to be *medically necessary* by the Department and designed to help an individual attain or retain the capability to function age-appropriately within his environment. This shall include services which enhance functional ability without effecting a cure. Benefits for services listed shall not be limited by the exclusion of services that are not *medically necessary*.

## Emergency room care



Your health plan covers emergency room visits, services, and supplies. If you are admitted to the hospital from the emergency room, the hospital stays must be reviewed by Anthem within 48 hours of admission. The emergency room doctor, a relative, or a friend can call Anthem for Hospital Admission Review (see page 11) in an emergency.

## Home care services



Your health plan covers treatment provided in your home on a part-time or intermittent basis. This coverage allows for an alternative to repeated hospitalizations that will provide the quality and appropriate level of care to treat your condition. To ensure benefits, your doctor must provide a description of the treatment you will receive at home. Your coverage includes the following home health services:

- visits by a licensed health care professional, including a nurse, therapist, or home health aide; and
- physical, speech, and occupational therapy (services provided as part of home health are not subject to separate visit limits for therapy services).

These services are only covered when your condition generally confines you to your home except for brief absences.

## Home private duty nurse's services



Your health plan covers the cost of medically skilled services of a currently licensed Registered Nurse (RN) or Licensed Practical Nurse (LPN) in your home when the nurse is not a relative or member of your family. Your doctor must certify to us that private duty nursing services are *medically necessary* for your condition, and not merely custodial in nature.





## Hospice care services

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 care when needed in periods of crisis or as respite care. Coverage includes short-term *inpatient* care, including both respite care and procedures necessary for pain control and acute chronic symptom management. Respite care means non-acute inpatient care for the *covered person* in order to provide the *covered person's* primary caregiver a temporary break from caregiving responsibilities.
- 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 pain management and 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 and hospice medical director must certify that *you* are terminally ill and likely have less than six months to live. 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 *covered services* beyond those listed above, such as chemotherapy and radiation therapy given as palliative care, are available to a member in hospice. These additional *covered services* will be covered under other parts of this plan.



## Hospital services

*Your health plan* covers the hospital and doctors' services when you are treated on an outpatient basis, or when *you* are an *inpatient* because of illness, injury, or pregnancy. (See Maternity on page 20 for an additional discussion of pregnancy benefits.) *Your health plan* covers *medically necessary* care in a semi-private room or intensive or special care unit. This includes your bed, meals, special diets, and general nursing services.

In addition to your semi-private room, general nursing services and meals, *your health plan* covers the *maximum allowed amount* for *medically necessary* services and supplies furnished by the *hospital* when prescribed by your doctor or *provider*.

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The hospital must meet the American Hospital Association's standards for registration as a hospital. Remember that your share of the cost of *covered services* will change if you use a doctor, *facility*, or other health care provider that is outside your network.

While you are an *inpatient* in the hospital, your health plan covers the medically necessary services rendered by doctors and other covered providers.



**Helpful tip:** All non-emergency inpatient hospital stays must be approved in advance, except hospital stays for vaginal or cesarean deliveries without complications.

### Private room

Your *health plan* will cover the private room charge if you need a private room because you have a highly contagious condition or are at greater risk of contracting an infectious disease because of your medical condition. Otherwise, your *inpatient* benefits would cover the hospital's charges for a semi-private room. If you choose to occupy a private room, you will be responsible for paying the daily differences between the semi-private and private room rates in addition to your *copayment* and *coinsurance* (if any).

### Infusion services



Your *health plan* covers infusion therapy, which is treatment by placing therapeutic agents into the vein, and parenteral administration of medication and nutrients. Infusion services also include enteral nutrition, which is the delivery of nutrients by tube into the gastrointestinal tract. These services include coverage of all medications administered intravenously and/or parenterally.



**Helpful tip:** Infusion services may be received at multiple sites of service, including facilities, *professional provider offices*, ambulatory infusion centers and from home infusion *providers*. Benefits may vary by place of service, and where you choose to receive covered services may result in a difference in your *copayment* and/or *coinsurance*. Please see the Infusion services section on the **Summary of benefits** for a description of the benefits by place of service.

### Maternity



#### Prenatal and newborn care

If you (or your covered dependent) become pregnant, your *health plan* provides several coverage features. Maternity care, maternity-related checkups, and delivery of the *baby* in the hospital are covered by your *health plan*.



**Helpful tip:** See **If your family changes** on page 54 for details on when and how to enroll a newborn.

**Your benefits include:**

- use of the delivery room and care for normal deliveries;
- home setting covered with nurse midwives;
- anesthesia services to provide partial or complete loss of sensation before delivery;
- hospital services for routine nursery care for the newborn during the mother's normal hospital stay;
- prenatal and postnatal care services for pregnancy and complications of pregnancy for which hospitalization is necessary;
- initial examination of a newborn and circumcision of a covered male dependent;
- services for interruption of pregnancy; and
- fetal screenings, which are tests for the genetic and/or chromosomal status of the fetus. The term also means anatomical, biochemical or biophysical tests, to better define the likelihood of genetic and/or chromosomal anomalies.

**Future Moms**

You (or your covered dependent) are eligible to participate in Future Moms. This program is designed to help women have healthy pregnancies and to help reduce the chances of a premature delivery. A Future Moms consultant is assigned to women identified as having greater risk of premature delivery. The consultant (a nurse or health educator) works with the mother and her doctor during the pregnancy to determine what may be needed to help achieve a full-term delivery. As soon as pregnancy is confirmed, sign up for the program by calling 800-828-5891. You will receive:

- a kit containing educational material on how to get proper prenatal care and identify signs of premature labor;
- a risk appraisal to identify signs of premature labor; and
- after delivery, a birth kit and child care book.

**Medical equipment (durable)**

Your health plan will cover the rental (or purchase if that would be less expensive) of *medical equipment (durable)* when prescribed by your doctor. Also covered are maintenance and necessary repairs of *medical equipment (durable)* except when damage is due to neglect.

Coverage includes the following types of equipment:

- nebulizers;
- hospital type beds;
- wheelchairs;
- traction equipment;
- walkers; and
- crutches.

**Medical devices, prosthetics, and appliances**

Your health plan covers the cost of fitting, adjustment, and repair of the following items when prescribed by your doctor for *activities of daily living*:

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- prosthetic devices and components;
- orthopedic braces;
- leg braces, including attached or built-up shoes attached to the leg brace;
- molded, therapeutic shoes for diabetics with peripheral vascular disease;
- arm braces, back braces, and neck braces;
- head halters;
- catheters and related supplies;
- orthotics, other than foot orthotics; and
- splints.

A prosthetic device is an artificial substitute to replace, in whole or in part, a limb or body part, such as an arm, leg, foot, or eye. Coverage is also included for the repair, fitting, adjustments, and replacement of a prosthetic device. In addition, components for artificial limbs are covered. Components are the materials and equipment needed to ensure the comfort and functioning of the prosthetic device.

### Medical formulas



Your *health plan* covers special medical formulas which are the primary source of nutrition for *covered persons* with inborn errors of amino acid or organic acid metabolism, metabolic abnormality or severe protein or soy allergies. These formulas must be prescribed by a physician and required to maintain adequate nutritional status.

### Medical supplies and medications

Medical supplies are covered under *your health plan* if they are prescribed by a covered *provider*. Examples of medical supplies include:

- hypodermic needles and syringes;
- oxygen and equipment (respirators) for its administration;
- prescription medications provided by your doctor; and
- prescription medications infused through IV therapy in the physician's office or *outpatient facilities*.

Certain medical supplies may be covered under the *prescription drug* benefit of *your health plan* when purchased by *you* and supplied directly to *you* by a pharmacy. If so, these supplies will be listed and covered under **Prescription drugs** on page 23.

### Mental health or substance use disorder treatment



Accessing your mental health services and substance use disorder services (treatment of alcohol or drug dependency) is easy. In fact, *you* have a dedicated department available to *you* simply by calling 800-991-6045. *You* can select any mental health and substance use disorder *provider* listed in your *provider* directory. Or if *you* are unsure of which *provider* to see, call 800-991-6045 and the representative will be able to match *you* with a *provider* who seems best suited to meet your needs.

## Inpatient treatment

You have coverage for *inpatient* care for mental health services and substance use disorder services. Your coverage includes individual psychotherapy, group psychotherapy, psychological testing, counseling with family members to assist with the patient's diagnosis and treatment, and convulsive therapy treatment. Coverage for *inpatient mental health services* and substance use disorder services is subject to the Hospital Admission Review provisions of *your health plan*. Please see Hospital Admission Review in the **How your health plan works** section for additional information. Please note that *inpatient* services for substance use disorder treatment must not be merely custodial, residential, or domiciliary in nature and must be provided in a hospital or substance use disorder treatment *facility* which is licensed to provide a continuous, structured, 24-hour-a-day program of drug or alcohol treatment and rehabilitation including 24-hour-a-day nursing care.

## Partial day services

You also have coverage for “partial day” mental health services and substance use disorder services. Obtaining authorization in advance is recommended. A partial day program must be licensed or approved by the state and must include either a day or evening treatment program, which lasts at least 6 or more continuous hours per day for mental health or substance use disorder, or an intensive *outpatient* program, which lasts 3 or more continuous hours per day for treatment of alcohol or drug dependence.

## Outpatient treatment

Your coverage includes treatment for outpatient mental health and substance use disorder services. Obtaining authorization in advance is recommended.

## Medication management

Visits to your physician to make sure that medication *you* are taking for a mental health or substance use problem is working and the dosage is right for *you* are covered.

## Prescription drugs and diabetic supplies



*Your health plan* covers *prescription drugs* if received through a pharmacy, a doctor's office, or a hospital.

Benefits provide for diabetic supplies to treat diabetes. This includes coverage for the following:

- home blood glucose monitors;
- lancets and test strips; and
- hypodermic needles and syringes.

Also covered are *prescription drugs* and devices approved by the Food and Drug Administration (FDA) for use as contraceptives. This includes coverage for office *visits* associated with contraceptive management. Certain contraceptives are covered under the Wellness services benefit. Please see that section for further details.

If *you* receive *prescription drugs* from your doctor, they will be covered as other medical services or supplies. If *you* receive *prescription drugs* from your hospital, they will be covered as a hospital service.

## Your prescription drug benefits

Your *prescription drug* benefits cover prescriptions obtained from a pharmacist. You may receive up to a 30-day supply of medicine for an original prescription or refill for up to one year. Simply choose a pharmacy that participates in the retail pharmacy network and show your ID card to receive benefits. Your *prescription drug* benefits are subject to the calendar year *deductible*. If you have not satisfied the *deductible*, you should expect to pay for your prescription when you pick it up from the pharmacy.

To avoid the expense of amounts above the *maximum allowed amount*, simply choose a pharmacy that participates in the retail pharmacy network. To find a pharmacy that participates in the retail pharmacy network you should:

- refer to your *health plan's* directory of network *providers* at [www.anthem.com](http://www.anthem.com), which lists pharmacies that participate in the retail pharmacy network;
- check with your local pharmacy to see if they participate in the retail pharmacy network; or
- call *Anthem's* Member Services.

Pharmacies in the retail pharmacy network, available nationwide, will automatically file claims for you and charge you only the required *deductible* and *coinsurance* amounts under your health care plan for covered prescriptions.

From time to time we may initiate various programs to encourage *covered persons* to utilize more cost-effective or clinically-effective drugs including, but not limited to, generic drugs, mail order drugs, over-the-counter (OTC) drugs, or preferred products. Such programs may involve reducing or waiving *copayments* or *coinsurance* for certain drugs or preferred products for a limited period of time.

You must have used 75% of your prescription before it can be refilled. However, in the following circumstances, you can obtain an additional 30-day supply from your pharmacist:

- you've lost your medication;
- your medication was stolen; or
- your physician increases the amount of your dosage.

*Anthem* Blue Cross and Blue Shield and its pharmacy benefits manager (PBM) receive financial credits from drug manufacturers based on the total volume of claims processed for their products utilized by *Anthem* members. A portion of these credits are used to reduce plan costs and a portion is used by *Anthem* as part of its fee for administering the program. Reimbursements to pharmacies are not affected by these credits.

## When you may need to file a claim

You may need to file your own claim if:

- your prescription is filled by a non-participating pharmacy;
- you need to have a prescription filled before you receive your card; or
- you have a prescription that requires special prior approval, but you need the prescription filled immediately.

Contact *Anthem's* Member Services if you need a Direct Member Reimbursement Claim Form or if you have any questions about your drug program and related procedures.

### To file a claim, follow these 3 steps:


1. complete the Direct Member Reimbursement Claim Form. If possible, ask the pharmacist to complete the pharmacy section of the form and sign;
2. pay for the prescription; and
3. mail your claim form to the address on the back of the form within 15 months of purchasing the prescription.


### Maintenance medications

You may also purchase covered *maintenance medications* through the mail from the mail order pharmacy network, and your prescription will be delivered directly to your home. To receive your *maintenance medicine* prescription by mail, follow these 3 steps:

1. ask your doctor to prescribe a 90-day supply of your *maintenance medicine* plus refills. If you need the medicine immediately, ask your doctor for two prescriptions: one to be filled right away and another to send to the mail order pharmacy.
2. complete the mail order pharmacy Patient Profile Questionnaire which is enclosed within the mail order pharmacy envelope. This is needed for your first order only.
3. mail your questionnaire, written prescription(s), and a check to cover the amount of your *deductible* and *coinsurance* to the mail order pharmacy. After your claim has been processed by *Anthem*, you will be reimbursed at the appropriate *coinsurance* percentage of the *allowable charge* for the prescription drug.

You will receive your *prescription drugs* via first class mail or UPS approximately 14 days from the date you sent your order.

 **Helpful tip:** We suggest that you order your refill two weeks before you need it to avoid running out of your medication.

 **Helpful tip:** If you have questions concerning the mail order program you can call Member Services at 800-582-6941.

You will receive refill forms and a notice that shows the number of refills your doctor ordered in the package with your drugs. Mail the refill notice and the appropriate *deductible* and *coinsurance* amount to the mail order pharmacy in the envelope provided.

### Specialty medications under your prescription drug benefit

Members who use certain covered specialty drugs must purchase them through the specialty pharmacy network. You may obtain a list of specialty drugs available through the specialty pharmacy by contacting Member Services or online at [www.anthem.com](http://www.anthem.com). These specialty drugs will be covered only when obtained through this network. Specialty drugs are high-cost, injected, infused, oral or inhaled medications (including therapeutic biological products) that are used to treat chronic or complex illnesses or conditions. Specialty drugs may have special handling, storage and shipping requirements, such as temperature control. Specialty drugs may require nursing services or special programs to encourage patient compliance. The specialty pharmacy will fill both retail and mail order prescriptions, although the ability to provide a 90-day supply of a specialty drug may be limited by the storage requirements of that particular drug.

The specialty pharmacy provides dedicated patient care coordinators to help *you* manage your condition and toll-free twenty-four hour access to nurses and registered pharmacists to answer questions regarding your medications. *You* or your doctor can order your specialty medication direct from the specialty pharmacy by simply calling 1-800-870-6419. *You* will be assigned a patient care coordinator who will work with *you* and your physician to obtain prior authorization and to coordinate the shipping of your medication directly to *you* or your physician's office. Your patient care coordinator will also contact *you* directly when it is time to refill your prescription.

### **Services of non-participating pharmacies**

Notwithstanding any provision in this booklet to the contrary, *you* have coverage for *outpatient* prescription drug services provided to *you* by a non-participating pharmacy that has previously notified *Anthem* of its agreement to accept reimbursement for its services at rates applicable to *Anthem* pharmacy network providers including any applicable *copayment*, *coinsurance* and/or *deductible* (if any) amounts as payment in full to the same extent as coverage for *outpatient* prescription drug services provided to *you* by pharmacies participating in the pharmacy network. Note, however, that this paragraph shall not apply to any pharmacy which does not execute a participating pharmacy agreement with *Anthem* or its designee within thirty days of being requested to do so in writing by *Anthem*, unless and until the pharmacy executes and delivers the agreement.

If *you* have a prescription filled at a non-participating pharmacy, *you* must complete and submit a claim form. Reimbursement will be based on what a participating pharmacy would receive had the prescription been filled at a participating pharmacy. If *you* have questions or need a claim form, call Member Services or visit our website at [www.anthem.com](http://www.anthem.com).

### **Prior authorization**

*Your health plan* requires prior review of selected formulary drugs as well as non-formulary drugs before payment is authorized; for example, growth hormones. Your doctor has a list of drugs that require special approval. This list is periodically modified. *You* may obtain a copy of this list by simply contacting Member Services or from the Internet at [www.anthem.com](http://www.anthem.com). Your doctor or pharmacist should submit a request that includes the drug name, quantity per day and strength, period of time the drug is to be administered, medical condition for which the drug is being prescribed, the patient's name, ID number, date of birth, and relationship to the employee. The request, along with applicable medical records, may be submitted in writing, by telephone, or by fax to:

Drug Prior Authorization  
P. O. Box 746000  
Cincinnati, OH 45274

Telephone:  
800-338-6180  
Fax:  
800-601-4829

*You* will receive a written notice when a prescription is denied for coverage. Your doctor will be notified of both approval and denial decisions.



Your *health plan* will not deny *prescription drugs* (or *inpatient* or IV therapy drugs) used in the treatment of cancer pain on the basis that the dosage exceeds the recommended dosage of the pain relieving agent, if prescribed in compliance with established statutes pertaining to patients with intractable cancer pain.

## Shots (Injections)



Your *health plan* covers therapeutic injections (shots) that a *provider* gives to treat illness (e.g., allergy shots) or pregnancy-related conditions. Also included is allergy serum for allergy shots. In addition, you have coverage for immunizations and self-administered injections.

Some injections may be administered by pharmacies that are authorized to perform this service. Contact the pharmacy to determine if they are authorized to perform this service.

## Skilled nursing facility stays



Your coverage includes benefits for skilled nursing home stays. Coverage for your stay requires prior approval. Your doctor must submit a plan of treatment that describes the type of care you need. The following items and services will be provided to you as an inpatient in a skilled nursing bed of a *skilled nursing facility*:

- room and board in semi-private accommodations;
- rehabilitative services; and
- drugs, biologicals, and supplies furnished for use in the skilled nursing facility and other medically necessary services and supplies.

Your *health plan* will cover the private room charge if you need a private room because you have a highly contagious condition or are at greater risk of contracting an infectious disease because of your medical condition. Otherwise, your *inpatient* benefits would cover the skilled nursing facility's charges for a semi-private room. If you choose to occupy a private room, you will be responsible for paying the daily differences between the semi-private and private room rates in addition to your *copayment and coinsurance* (if any).

Custodial or residential care in a *skilled nursing facility* or any other facility is not covered except as rendered as part of hospice care.

## Spinal manipulation and other manual medical interventions



Your *health plan* covers spinal manipulation services (manual medical interventions) and associated evaluation and management services, including manipulation of the spine and other joints, application of manual traction and soft tissue manipulations such as massage and myofascial release.

## Surgery

### General surgery



Surgery charges are covered when treatment is received at an *inpatient*, outpatient or ambulatory surgery facility, or doctor's office. Your *health plan* will not pay separately for pre- and post-operative services.

## Morbid obesity treatment

Your health plan covers treatment of morbid obesity through gastric bypass, or other methods recognized by the National Institutes of Health (NIH). Coverage is restricted to surgical procedures and does not include weight control dietary supplements. According to the NIH guidelines, gastric bypass surgery is effective for the long-term reversal of morbid obesity for a patient who:

- weighs at least 100 pounds over or twice the ideal body weight for frame, age, height and gender as specified in the 1983 Metropolitan Life Insurance tables;
- has a body mass index equal to or greater than 35 kilograms per meter squared, with comorbidity or coexisting medical conditions such as hypertension, cardiopulmonary conditions, sleep apnea, or diabetes; or
- has a body mass index of 40 kilograms per meter squared, without such comorbidity.

As used above, body mass index equals weight in kilograms divided by height in meters squared. Coverage does not include weight control dietary supplements or weight loss medications, unless such supplements are recognized by the National Institutes of Health as effective treatment for the long-term reversal of morbid obesity for *covered persons* meeting the requirements specified above.

## Reconstructive breast surgery and mastectomy

Mastectomy, or the surgical removal of all or part of the breast, is a covered service. Also covered are:

- reconstruction of the breast on which the mastectomy has been performed;
- surgery and reconstruction of the unaffected breast to produce a symmetrical appearance; and
- prostheses and physical complications of all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the *covered person*.

Reconstructive breast surgery done at the same time as a mastectomy or following a mastectomy to reestablish symmetry between two breasts is also 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:

- Treatment of medically diagnosed cleft lip, cleft palate, or ectodermal dysplasia.
- Maxillary or mandibular frenectomy when not related to a dental procedure.
- Alveolectomy when related to tooth extraction.
- Orthognathic surgery because of a medical condition or injury or for a physical abnormality that prevents normal function of the joint or bone 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.
- Surgical services on the hard or soft tissue in the mouth when the main purpose is not to treat or help the teeth and their supporting structures.
- 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.

## Organ and tissue transplants, transfusions

Your health plan covers organ and tissue transplants and transfusions. When a covered human organ or tissue transplant is provided from a living donor to a *covered person*, both the recipient and the donor may receive the benefits of the health plan.

 **Helpful tip:** Certain organ or tissue transplants are considered *experimental/investigative* or not *medically necessary*. You may wish to contact Member Services or have your *provider* initiate the pre-authorization process to determine if a specific transplant will be covered.

Autologous bone marrow transplants for breast cancer are covered only when the procedure is performed in accordance with protocols approved by the institutional review board of any United States medical teaching college. These include, but are not limited to, National Cancer Institute protocols that have been favorably reviewed and used by hematologists or oncologists who are experienced in high dose chemotherapy and autologous bone marrow transplants or stem cell transplants. This procedure is covered despite the exclusion in the plan of *experimental/investigative* services.

To maximize your benefits, *you* need to call our transplant department to discuss benefit coverage when it is determined a transplant may be needed. *You* must do this before *you* have an evaluation and/or work-up for a transplant. Your evaluation and work-up services must be provided by a network transplant provider to receive the maximum benefits.

## Therapy



Your health plan covers the following therapies when the treatment is *medically necessary* for your condition and provided by a licensed therapist:

### Cardiac rehabilitation therapy

Your health plan includes benefits for cardiac rehabilitation which is the process of restoring and maintaining the physiological, psychological, social and vocational capabilities of patients with heart disease.

### Chemotherapy

Your health plan covers the treatment of disease by chemical or biological antineoplastic agents.

### Occupational therapy

Your health plan covers occupational therapy, which is treatment to restore a physically disabled person's ability to perform activities such as walking, eating, drinking, dressing, toileting, transferring from wheelchair to bed, and bathing.

### **Physical therapy**

*Your health plan* covers physical therapy, which is treatment by physical means to relieve pain, restore function, and prevent disability following disease, injury, or loss of limb. Your coverage includes benefits for physical therapy to treat lymphedema.

### **Radiation therapy**

*Your health plan* covers radiation therapy including the rental or cost of radioactive materials. It covers the treatment of disease by x-ray, radium, cobalt, or high energy particle sources.

### **Respiratory therapy**

*Your health plan* covers respiratory therapy, which is the introduction of dry or moist gases into the lungs to treat illness or injury.

### **Speech therapy**

*Your health plan* covers speech therapy, which is treatment for the correction of a speech impairment which results from disease, surgery, injury, congenital anatomical anomaly, or prior medical treatment.

### **Vision correction after surgery or accident**



*Your health plan* covers the cost of prescribed eyeglasses or contact lenses only when required as a result of surgery, or for the treatment of accidental injury. Services for exams and replacement of these eyeglasses or contact lenses will be covered only if the prescription change is related to the condition that required the original prescription. The purchase and fitting of eyeglasses or contact lenses are covered if:

- prescribed to replace the human lens lost due to surgery or injury;
- "pinhole" glasses are prescribed for use after surgery for a detached retina; or
- lenses are prescribed instead of surgery in the following situations:
  - contact lenses are used for the treatment of infantile glaucoma;
  - corneal or scleral lenses are prescribed in connection with keratoconus;
  - scleral lenses are prescribed to retain moisture when normal tearing is not possible or not adequate; or
  - corneal or scleral lenses are required to reduce a corneal irregularity other than astigmatism

### **Wellness services**



*Your health plan* covers preventive care services for children, adolescents and adults. Preventive care services generally include check-up visits, developmental assessment and guidance, screening tests,

intervention counseling/education services, immunizations and other services to prevent the development of disease, or allow the detection of medical conditions in advance.

Services are covered as preventive care for children, adolescents and adults with no current symptoms or prior history of the medical condition associated with the screening or service. Members who have current symptoms or have been diagnosed with a medical condition are not considered to require preventive care for that condition, but instead benefits will be considered under the diagnostic services benefit.

Additionally, a routine preventive screening may identify abnormalities or problems that require immediate intervention or additional diagnosis. If this occurs, and your *provider* performs additional necessary *covered services*, these services will generally be covered as diagnostic and/or surgical services and not as preventive care services. Also, covered screenings that *you* undergo because *you* have a personal or family history of a particular condition are not generally covered as preventive care services. *Deductibles*, *copayments* and *coinsurance* amounts applicable to diagnostic and/or surgical services may be different from those applicable to preventive care services. Please see the Diagnostic tests and Surgery sections on the **Summary of benefits** for more information.

The preventive care services in this section meet the requirements outlined under federal and state law. Preventive care services covered by your *health plan* that meet these requirements are not subject to cost shares (for example, *deductible*, *copayment*, and/or *coinsurance* amounts) when services are received from in-network *providers*. That means *Anthem* pays 100% of the *maximum allowed amount*. Cost shares will apply when services are received from *out-of-network providers*. These services fall under four broad categories as shown below:

1. services with an “A” or “B” rating from the United States Preventive Services Task Force. Examples of these services are screenings for:
  - breast cancer;
  - cervical cancer;
  - colorectal cancer;
  - high blood pressure;
  - type 2 diabetes mellitus;
  - cholesterol;
  - 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 provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
4. additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration, including the following:
  - women’s contraceptives including all Food and Drug Administration (FDA)-approved contraceptive methods, sterilization procedures, and counseling. Contraceptive coverage includes generic and single-source brand drugs as well as injectable contraceptives and patches. Contraceptive devices such as diaphragms, intra uterine devices (IUDs), and implants are also covered. Standard multi-source brand drugs will be covered under the prescription drug benefit;

## 32 - What is covered

- breastfeeding support, supplies, and counseling. Standard benefits for breast pumps are limited to one pump per pregnancy;
- gestational diabetes screening for women 24 to 28 weeks pregnant, and those at high risk of developing gestational diabetes;
- testing for Human Papillomavirus (HPV) every three years for women who are 30 or older and at high risk, regardless of pap smear results;
- annual screening and counseling for sexually transmitted infections (STIs) and Human Immunodeficiency Virus (HIV) for sexually active women;
- screening and counseling for interpersonal and domestic violence;
- well woman *visits*.

5. counseling services related to nutrition, and to smoking and tobacco use cessation.

You may call Member Services at 800-582-6941 for additional information about these services. You may also visit the federal government websites:

- <http://www.healthcare.gov/center/regulations/prevention.html>;
- <http://www.ahrq.gov/clinic/uspstfix.htm>; or
- <http://www.cdc.gov/vaccines/recs/acip/>.

In addition to the Federal requirements above, preventive coverage also includes the following *covered services* at intervals no less frequent than required by state law:

- Routine screening mammograms;
- Routine prostate specific antigen testing and digital rectal exams.

## Wigs



Your *health plan* covers a wig when needed to replace scalp hair following an illness or injury. Benefits are limited to one wig per member per calendar and are available despite the exclusion in the plan of benefits for, or related to, cosmetic surgery or procedures.

## What is not covered (Exclusions)

This list of services and supplies that are excluded from coverage by *your health plan* will not be covered in any case.

### A

Your coverage does not include benefits for **acupuncture**.

### B

Your coverage does not include benefits for **biofeedback therapy**.

### C

Your coverage does not include benefits for:

- over the counter **convenience** and hygienic items. These include, but are not limited to, adhesive removers, cleansers, underpads, and ice bags; or
- benefits for, or related to, **cosmetic surgery or procedures**, including complications that result from such surgeries and/or procedures. Cosmetic surgeries and procedures are performed mainly to improve or alter a person's appearance including body piercing and tattooing. However, a cosmetic surgery or procedure does not include a surgery or procedure to correct deformity caused by disease, trauma, or a previous therapeutic process. Cosmetic surgeries and/or procedures also do not include surgeries or procedures to correct congenital abnormalities that cause functional impairment. We will not consider the patient's mental state in deciding if the surgery is cosmetic.

### D

Your coverage does not include benefits for the following **dental** services:

- treatment of natural teeth due to diseases;
- treatment of natural teeth due to accidental injury occurring on or after your *effective date* of coverage, unless treatment was sought within 60 days after the injury and *you* submitted a treatment plan to *Anthem* for prior approval;
- dental care, treatment, supplies, or dental x-rays;
- damage to your teeth due to chewing or biting is not deemed an accidental injury and is not covered;
- extraction of either erupted or impacted wisdom teeth;
- oral surgeries or periodontal work on the hard and/or soft tissue that supports the teeth meant to help the teeth or their supporting structures;
- appliances for temporomandibular joint pain dysfunction; or
- periodontal care, prosthodontal care or orthodontic care.

This exclusion will not apply if your group's coverage includes a dental rider.

## 34 - What is not covered

Your coverage does not include benefits for **donor** searches for organ and tissue transplants, including compatibility testing of potential donors who are not immediate, blood related family members (parent, child, sibling).

### E

Your coverage does not include benefits for services or supplies primarily for **educational**, vocational, or self management training purposes, except as otherwise specified in this benefit booklet or when received as part of a covered wellness services visit or screening.

Your coverage does not include benefits for **experimental/investigative** procedures, as well as services related to or complications from such procedures except for clinical trial costs for cancer. The criteria for deciding whether a service is experimental/investigative or a clinical trial cost for cancer is set forth in **Exhibit A**.

### F

Your coverage does not include benefits for the following **family planning** services:

- services for artificial insemination or in vitro fertilization or any other types of artificial or surgical means of conception including any drugs administered in connection with these procedures;
- any services or supplies provided to a person not covered under your health plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple);
- drugs used to treat infertility; or
- services to reverse voluntarily induced sterility.

Your coverage does not include benefits for palliative or cosmetic foot care including:

- flat foot conditions;
- support devices, arch supports, foot inserts, orthopedic and corrective shoes that are not part of a leg brace and fittings, castings and other services related to devices of the feet;
- foot orthotics;
- subluxations of the foot;
- corns (except as treatment for patients with diabetes or vascular disease);
- bunions (except capsular or bone surgery);
- calluses (except as treatment for patients with diabetes or vascular disease);
- care of toenails (except as treatment for patients with diabetes or vascular disease);
- fallen arches;
- weak feet;
- chronic foot strain; or
- symptomatic complaints of the feet.

### G

Your coverage does not include services for surgical treatments of **gynecomastia** for cosmetic purposes.



## H

Your coverage does not include benefits for **health club memberships**, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment, or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

Your coverage does not include benefits for **hearing** aids or for examinations to prescribe or fit hearing aids, unless otherwise specified in this benefit booklet.

Your coverage does not include benefits for the following **home care** services:

- homemaker services;
- maintenance therapy;
- food and home delivered meals; or
- custodial care and services.

Your coverage does not include benefits for the following **hospital** services:

- guest meals, telephones, televisions, and any other convenience items received as part of your *inpatient stay*;
- care by interns, residents, house physicians, or other *facility* employees that are billed separately from the *facility*; or
- a private room unless it is *medically necessary*.

## I

Your coverage does not include benefits for **immunizations** required for travel and work, unless such services are received as part of the covered preventive care services as defined on page 30 of this booklet.

## M

Your coverage does not include benefits for **medical equipment (durable), appliances and devices, and medical supplies** that have both a non-therapeutic and therapeutic use. These include:

- exercise equipment;
- air conditioners, dehumidifiers, humidifiers, and purifiers;
- hypoallergenic bed linens;
- whirlpool baths;
- handrails, ramps, elevators, and stair glides;
- telephones;
- adjustments made to a vehicle;
- foot orthotics;
- changes made to a home or place of business; or
- repair or replacement of equipment you lose or damage through neglect.

## 36 - What is not covered

Your coverage does not include benefits for *medical equipment (durable)* that is not appropriate for use in the home.

Your coverage does not include benefits for services and supplies if they are deemed not **medically necessary** as determined by Anthem at its sole discretion. Nothing in this exclusion shall prevent you from appealing Anthem's decision that a service is not *medically necessary*.

However, if you receive *inpatient* or *outpatient* services that are denied as not *medically necessary*, or are denied for failure to obtain the required pre-authorization, the following professional provider services that you receive during your *inpatient stay* or as part of your *outpatient* services will not be denied under this exclusion in spite of the medical necessity denial of the overall services:

For inpatients

1. services that are rendered by professional providers who do not control whether you are treated on an *inpatient* basis, such as pathologists, radiologists, anesthesiologists, and consulting physicians.
2. services rendered by your attending provider other than *inpatient* evaluation and management services provided to you. *Inpatient* evaluation and management services include routine visits by your attending provider for purposes such as reviewing patient status, test results, and patient medical records. *Inpatient* evaluation and management visits do not include surgical, diagnostic, or therapeutic services performed by your attending provider.

For *outpatients* - services of pathologists, radiologists and anesthesiologists rendering services in an (i) *outpatient* hospital setting, (ii) emergency room, or (iii) ambulatory surgery setting. However, this exception does not apply if and when any such pathologist, radiologist or anesthesiologist assumes the role of attending physician.

Your coverage does not include benefits for the following **mental health services and substance abuse services**:

- *inpatient* stays for environmental changes;
- cognitive rehabilitation therapy;
- educational therapy;
- vocational and recreational activities;
- coma stimulation therapy;
- services for sexual deviation and dysfunction;
- treatment of social maladjustment without signs of a psychiatric disorder; or
- remedial or special education services.

## N

Your coverage does not include benefits for **nutrition** counseling and related services, except when provided as part of diabetes education or when received as part of a covered wellness services visit or screening.

Your coverage does not include benefits for **nutritional and/or dietary supplements**, except as provided under your *health plan* or as required by law. This exclusion includes, but is not limited to,

those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed pharmacist.

## O

Your coverage does **not** include benefits for services and supplies related to **obesity** or services related to **weight loss** or dietary control, including complications that directly result from such surgeries and/or procedures. This includes weight reduction therapies/activities, even if there is a related medical problem. Notwithstanding provisions of other exclusions involving cosmetic surgery to the contrary, services rendered to improve appearance (such as abdominoplasties, panniculectomies, and lipectomies), are not covered services even though the services may be required to correct deformity after a previous therapeutic process involving gastric bypass surgery.

The exception to this exclusion is for morbid obesity as set forth in the “**Surgery**” paragraph of the “**What is covered**” section.

Your coverage does not include benefits for **organ** or tissue transplants, including complications caused by them, except as outlined on page 29 of this book.

## P

Your coverage does not include benefits for **paternity testing**.

Your **prescription drug** benefit does not include coverage for:

- over the counter drugs. This exclusion does not apply to over-the-counter drugs when coverage is required under federal law when recommended by the U.S. Preventive Services Task Force and when *you* receive a prescription from a physician;
- any per unit, per month quantity over the plan's limit;
- drugs used mainly for cosmetic purposes;
- drugs that are experimental, investigational, or not approved by the FDA (see page 74);
- cost of medicine that exceeds the *maximum allowed amount* for that prescription;
- medications used to treat sexual dysfunction;
- drugs for weight loss;
- stop smoking aids;
- therapeutic devices or appliances;
- injectable prescription drugs that are supplied by a provider other than a pharmacy;
- charges to inject or administer drugs;
- drugs not dispensed by a licensed pharmacy;
- drugs not prescribed by a licensed *provider*;
- any refill dispensed after one year from the date of the original prescription order;
- medicine covered by workers' compensation, Occupational Disease Law, state or government agencies; or
- medicine furnished by any other drug or medical service.

Your coverage does not include benefits for **private duty nurses** in the *inpatient* setting.

## R

Your coverage does not include benefits for rest cures, custodial, **residential**, or domiciliary care and services. Whether care is considered residential will be determined based on factors such as whether you receive active 24-hour skilled professional nursing care, daily physician visits, daily assessments, and structured therapeutic services.

Your coverage does not include benefits for care from a **residential treatment center** or other non-skilled settings, except to the extent such setting qualifies as a substance abuse treatment facility licensed to provide a continuous, structured, 24-hour-a-day program of drug or alcohol treatment and rehabilitation including 24-hour-a-day nursing care.

## S

Your coverage does not include benefits for **services or supplies** if they are:

- ordered by a doctor whose services are not covered under *your health plan*;
- care of any type given along with the services of an attending *provider* whose services are not covered;
- benefits for charges from stand-by physicians in the absence of *covered services* being rendered;
- not listed as covered under *your health plan*;
- not prescribed, performed, or directed by a *provider* licensed to do so;
- received before the *effective date* or *after a covered person's coverage ends*;
- telephone consultations, charges for not keeping appointments, or charges for completing claim forms;
- for travel, whether or not recommended by a physician;
- services prescribed, ordered, referred by, or received from a member of your immediate family, including your spouse, child, brother, sister, parent, in-law or self;
- provided under federal, state, or local laws and regulations. This includes Medicare and other services available through the Social Security Act of 1965, as amended, except as provided by the Age Discrimination Act. This exclusion applies whether or not you waive your rights under these laws and regulations. It does not apply to laws that make the government program the secondary payor after benefits under this policy have been paid. Anthem will pay for covered services when these program benefits have been exhausted;
- provided under a U.S. government program or a program for which the federal or state government pays all or part of the cost. This exclusion does not apply to health benefits plans for civilian employees or retired civilian employees of the federal or state government;
- received from an employer mutual association, trust, or a labor union's dental or medical department;
- for injuries or illnesses incurred as a result of your commission of, or attempt to commit, a crime; or
- for diseases contracted or injuries caused because of war, declared or undeclared, voluntary participation in civil disobedience, or other such activities.

Your coverage does not include benefits for **services** for which a charge is not usually made. This includes services for which *you* would not have been charged if *you* did not have health care coverage.

Your coverage does not include benefits for:

- amounts above the *maximum allowed amount* for a service; or
- biofeedback, neurofeedback, and related diagnostic tests.

Your coverage does not include benefits for surgeries for **sexual dysfunction**. In addition, your coverage does not include benefits for services for **sex transformation**. This includes medical and mental health services.

Your coverage does not include benefits for the following **skilled nursing facility stays**:

- treatment of psychiatric conditions and senile deterioration;
- *facility* services during a temporary leave of absence from the *facility*; or
- a private room, unless it is *medically necessary*.

Your coverage does not include benefits for **smoking cessation** programs not affiliated with *us*.

Your coverage does not include benefits for **spinal manipulations** or other manual medical interventions for an illness or injury other than musculoskeletal conditions.

## T

Your coverage does not include benefits for non-interactive **telemedicine services**. Non-interactive telemedicine services include an audio-only telephone conversation, electronic mail message, or facsimile transmission.

Your coverage does not include benefits for the following **therapies**:

- **physical therapy, occupational therapy, or speech therapy** to maintain or preserve current functions if there is no chance of improvement or reversal except for children under age 3 who qualify for early intervention services;
- group speech therapy;
- group or individual exercise classes or personal training sessions; or
- recreation therapy. This includes, but is not limited to, sleep, dance, arts, crafts, aquatic, gambling, and nature therapy.

## V

Your coverage does not include services for treatment of varicose **veins** or telangiectatic dermal veins (spider veins) by any method (including sclerotherapy or other surgeries) when services are rendered for cosmetic purposes.

Your coverage does not include benefits for the following **vision** services:

- vision services or supplies unless needed due to eye surgery and accidental injury;

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- services for radial keratotomy and other surgical procedures to correct nearsightedness and/or farsightedness. This type of surgery includes keratoplasty and Lasik procedure;
- services for vision training and orthoptics;
- tests associated with the fitting of contact lenses unless the contact lenses are needed due to eye surgery or to treat accidental injury;
- sunglasses of any type;
- services needed for employment or given by a medical department, clinic, or similar service provided or maintained by the employer; or
- any other vision services not specifically listed as covered.

## W

Your coverage does not include benefits for **weight loss programs**, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered under *your health plan*. This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs. This exclusion does not apply to *medically necessary* treatments for morbid obesity.

Your coverage does not include benefits for services or supplies if they are for **work-related** injuries or diseases when the employer must provide benefits by federal, state, or local law or when that person has been paid by the employer. This exclusion applies even if *you* waive your right to payment under these laws and regulations or fail to comply with your employer's procedures to receive the benefits. It also applies whether or not the *covered person* reaches a settlement with his or her employer or the employer's insurer or self insurance association because of the injury or disease.

## Claims and payments

Your *health plan* considers the charge to be incurred on the date a service is provided. This is important because *you* must be actively enrolled on the date the service is provided. Also, the dates of service will affect your *deductible* (if any) and other minimums described in the **Summary of benefits** and in this section.

### Calendar year deductible

Your benefits include a calendar year *deductible* for *covered services* that *you* receive. Both in-network and *out-of-network* services accumulate toward the calendar year *deductible*. Before we will make payments for *covered services* other than in-network wellness services, *you* must first satisfy the calendar year *deductible*. See the **Summary of benefits** section of this booklet for the amount of your calendar year *deductible*.

### Limits on your out-of-pocket expenses

Your *health plan* protects *you* from large out-of-pocket expenses by limiting the amount *you* spend out of your own pocket each year. Once the limit on your *health plan* is reached, almost all other covered expenses are paid in full for the rest of the calendar year.

## What you will pay

### In-network limit

*Deductible* amounts for in-network and *out-of-network* services as well as *coinsurance* for services by *providers* and *facilities* within your network count toward your in-network, out-of-pocket expense limit. *Deductible* and *coinsurance* amounts for *prescription drugs* under your *prescription drug* benefit will always apply toward the *in-network* limit, even when your prescription is filled by a pharmacy outside *Anthem's* pharmacy network. When your in-network, out-of-pocket expense limit is reached, *deductibles* and *coinsurance* for in-network services will no longer apply for the rest of the calendar year. Two special situations when expenses will also count toward this limit are:

- when *you* receive services from medical suppliers for whom there is no network (e.g., private duty nurses), your out-of-pocket expenses count toward this limit; and
- when specialty care is not available within the network and *Anthem* authorizes the highest level of benefits, any *deductibles* and *coinsurance* for these *covered services* count toward this limit.

### Out-of-network limit

*Deductible* amounts for in-network and *out-of-network* services as well as *coinsurance* for *covered services* by *providers* and *facilities* who are not part of your *KeyCare PPO Network*, but who participate in an *Anthem* or Blue Cross and Blue Shield Company's network, count toward your *out-of-network*, out-of-pocket expense limit. If *you* reach your *out-of-network*, out-of-pocket expense limit, *you* will no longer pay *coinsurance* for *out-of-network* services for the rest of the calendar year.

### What does not count toward these limits

The following amounts do not count toward your out-of-pocket expense limit, and you will always be responsible for these expenses, regardless of whether *you* have met your out-of-pocket expense limit.

- amounts above the *maximum allowed amount*;
- amounts above health plan limits;
- expenses for supplies or services not covered by *your health plan*; or
- *deductible*, *copayments*, and *coinsurance* for dental services provided by separate contract, certificate, or amendment to this health plan.

### How Anthem pays a claim

How we pay a claim takes into account the *maximum allowed amount* for the service, the network status of the *provider* or *facility* where *you* receive services, and your member cost share under *your health plan's* benefit design. Each of the components is explained in the sections that follow. For the purposes of these sections, *providers* also includes *facilities*.

### Maximum allowed amount

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 *your health plan's maximum allowed amount* for the *covered service* that *you* received. Please see the BlueCard section for additional information.

The *maximum allowed amount* for *your health plan* is the maximum amount of reimbursement *Anthem* will allow for services and supplies:

- that meet *our* definition of *covered services*, to the extent such services and supplies are covered under *your health plan* and are not excluded;
- that are *medically necessary*; and
- that are provided in accordance with all applicable preauthorization, utilization management or other requirements set forth in your plan.

*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 non-participating *providers*, *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.

“Per diem amount” means an all inclusive fixed payment amount for each day of admission in an *inpatient facility*.

### **Maximum allowed amount for multiple procedures**

When multiple procedures are performed on the same day by the same physician 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.

### **Assistant at surgery**

Services of a physician who actively assists the operating surgeon to perform a covered surgical service are *covered services*. However, when two or more surgeons provide a covered surgical service that could have been performed by one surgeon, the *maximum allowed amount* will not be more than that available to one surgeon.

### **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 *KeyCare PPO network*, the managed network for this specific health plan. For *covered services* performed by an in-network *provider*, the *maximum allowed amount* for your health plan is the rate the *provider* has agreed with *Anthem* to accept as reimbursement for the *covered services*.

*Providers* who are not in the *KeyCare PPO network*, but contracted for other products with us are considered non-network participating *providers*. While your cost share may be higher because these *providers* are not in-network, these non-network participating *providers* have agreed to accept the *maximum allowed amount* established by the *provider's* contract as payment in full for those *covered services*. Choosing an in-network *provider* will likely result in lower out-of-pocket costs to you.

Because in-network providers and non-network participating 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).

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*Providers* who have not signed any contract with us and are not in any of *our* networks are out-of-network providers. For covered services *you* receive from an *out-of-network provider*, the *maximum allowed amount* for *your health plan* will be one of the following as determined by *Anthem*:

1. an amount based on *our* non-participating *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: statewide average reimbursement amounts that *Anthem* previously has paid for similar claims in the state of Virginia, reimbursement amounts accepted by like/similar *providers* contracted with *Anthem*, reimbursement rates accepted by *providers* under the last network contract in effect 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 and/or method of reimbursement used by the CMS, *Anthem* will update such information, 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.

A per diem amount may be used in calculating the *maximum allowed amount* for *inpatient facility* services. When calculating these amounts, the charges for non-covered services are subtracted from the per diem amount.

Member Services is also available to assist *you* in determining *your health plan’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*.

Certain *covered services* such as medical supplies, ambulance, early intervention services, *home care services*, private duty nursing, medical equipment, and medical formulas, may be rendered by persons or entities that are not *providers*. There may or may not be networks established for these persons or entities. The *maximum allowed amount* for services from these persons or entities will be determined in the same manner as described above for *providers*. For *prescription drugs* and diabetic supplies rendered by a pharmacy, the *maximum allowed amount* is the amount determined by *us* using prescription drug cost information provided by *our* pharmacy benefits manager.

## Member cost share

For certain *covered services* and depending on your plan's benefit 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 **Summary of benefits** in this certificate for your cost share responsibilities and limitations, or call Member Services to learn how this plan's benefits or cost share amounts may vary by the type of *provider you* use.

Anthem 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*. Both services specifically excluded by the terms of your policy/plan and those received after benefits have been exhausted are non-*covered services*. Benefits may be exhausted by exceeding, for example, benefit caps or day/visit limits. The *maximum allowed amount* for *inpatient facility services* may be based on a per diem amount. When calculating these amounts, the charges for non-*covered services* are subtracted from the per diem amount.

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*. However, *you* also may be liable for the difference between the *maximum allowed amount* and the *out-of-network provider's* charge.

In some instances, because of the negotiated arrangement with network *facilities* and *providers*, our *maximum allowed amount* may be higher than the *facility* or *provider* billed charge for the *covered services*. In these cases, any *coinsurance* amount that *your health plan* imposes will be based off the lower billed charges.

 **Helpful tip:** The following examples are illustrative only, and are not intended to reflect the actual member cost share amounts reflected on the **Summary of benefits**.

Example: Your plan has a *coinsurance* cost share of 20% for in-network services, and 30% *out-of-network* after the in- 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,

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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 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 a circumstance, you must contact us in advance of obtaining the *covered service*. We also may authorize the 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 *covered service* so that you are responsible for the in-network cost share amounts, you may 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.

Example: You require the services of a specialty *provider*, but there are no in-network *providers* 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 Anthem 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.

## Network and participating providers and facilities

If you go to a network or participating *provider* or *facility*, we will pay the *provider* or *facility* directly. If *coinsurance* or a *copayment* is applicable to *covered services* rendered by a network or participating *facility* or *provider*, or if any applicable *deductible* is not met, any such amounts may be collected at the time of service.

## Non-participating providers and facilities

If you go to a non-participating *provider* or *facility*, we may choose to pay you or anyone else responsible for paying the bill. We will pay only after we have received an itemized bill or proof of loss and all the medical information we need to process the claim. We will not pay a non-participating *provider* more than we would have paid a participating *provider* for the same service.

In the event that payment is made directly to you, you have the responsibility to apply this payment to the claim from the non-participating *provider*.

## When you must file a claim

Network *providers* file claims on your behalf. You may have to file a claim if you receive care from a *provider* or *facility* that does not participate in Anthem's network.

You will have to file a claim if you receive care billed by someone other than a doctor or hospital, or if the *provider* cannot file a claim for you. To file a claim follow these 3 steps:

1. Call 800-582-6941 to order a claim form or get one from your *group administrator*.
2. Please include the completed and signed claim form and any itemized bills for *covered services*. Each itemized bill must contain the following:
  - name and address of the person or organization providing services or supplies;
  - name of the patient receiving services or supplies;
  - date services or supplies were provided;
  - the charge for each type of service or supply;
  - a description of the services or supplies received; and
  - a description of the patient's condition (diagnosis).

In addition, private duty nursing bills must include the professional status of the nurse (for example, RN for registered nurse), the attending physician's written certification that the services were *medically necessary*, and the hours the nurse worked.

3. Send the completed claim form and any itemized bills for *covered services* to:
  - Anthem Blue Cross and Blue Shield
  - P. O. Box 27401
  - Richmond, VA 23279

## Timely filing of claims

Written proof of loss must be furnished within 90 days after the date of service. A proof of loss is not complete unless it is properly filed and contains all information that *Anthem* needs to process the claim. Failure to furnish the proof of loss within this time frame will not invalidate or reduce any claim if the proof of loss is given as soon as reasonably possible. However, no claim will be paid if we receive the proof of loss more than 15 months after the date of service, except in the absence of legal capacity of the *covered person*.

## When your claim is processed

Once a claim has been processed, if your portion of the bill is anything other than zero or equal to a flat *copayment* amount, a paper copy of the Explanation of Benefits (EOB) statement will be mailed to *you* to explain your responsibility. In the event that your portion of the bill is zero or equal to a flat *copayment* amount, the paper copy will not be mailed, but will be available to *you* online at [www.anthem.com](http://www.anthem.com). If *you* do not have access to the Internet, *you* may contact Member Services to arrange for a printed copy.

In processing your claim, *your health plan* may use protocols, guidelines or criteria to ensure that coverage determinations are consistently applied. Claims filed as outlined in the **“When you must file a claim”** paragraph of this section will be processed within 30 days of receipt of the claim. We may extend this period for another 15 days if we determine it to be necessary because of matters beyond *our* control. In the event that this extension is necessary, *you* will be notified prior to the expiration of the initial 30-day period. If the coverage decision involves a determination of the appropriateness or medical necessity of services, we will make *our* decision within 2 working days of *our* receipt of the medical information needed to process the claim.

*Your health plan* may deny a claim for benefits if information needed to fully consider the claim is not provided. The denial will describe the additional information needed to process the claim. The claim may be reopened by *you* or your *provider* furnishing the additional information. *You* or your *provider* must submit the additional information to us within either 15 months of the date of service or 45 days from the date *you* were notified that the information is needed, whichever is later. Once your claim has been processed by *your health plan*, *you* will receive written notification of the coverage decision. In the event of an *adverse benefit determination*, the written notification will include the following:

- information sufficient to identify the claim involved;
- the specific reason(s) and the plan provision(s) on which the determination is based;
- a description of any additional material or information necessary to reopen the claim for consideration, along with an explanation of why the requested material or information is needed;
- a description of *your health plan's* appeal procedures and applicable time limits; and
- the availability of, and contact information for, the U.S. Department of Labor's Employee Benefits Security Administration that may assist *you* with the internal or external appeals process.

If all or part of a claim was not covered, *you* have a right to see, upon request and at no charge, any rule, guideline, protocol or criterion that *your health plan* relied upon in making the coverage decision. If a coverage decision was based on medical necessity or the experimental nature of the care, *you* are entitled

to receive upon request and at no charge the explanation of the scientific or clinical basis for the decision as it relates to your medical condition.

## Recovery of overpayments

*Anthem* shall have the right to recover any overpayment of benefits from persons or organizations that *we* have determined to have realized benefits from the overpayment:

- any person to, or for whom, such payments were made;
- any insurance company;
- a facility or provider; or
- any other organization.

*You* will be required to cooperate with *us* to secure *Anthem's* right to recover the excess payments made on your behalf, or on behalf of *covered persons* enrolled under your family coverage.

Under certain circumstances, if *we* pay the health care *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*.

## When you are covered by more than one health plan

### Coordination of benefits (COB)

All benefits provided under this health plan are subject to special coordination of benefits (COB) rules that apply when you or members of your family have additional health care coverage through other group health plans. Benefits will not be increased by this COB provision, and this provision applies if the total payment under this plan, absent this provision and under any other contract, is greater than the value of covered services. Other coverage means any arrangement providing health care benefits or services, including:

- group or blanket insurance plans, including other group Blue Cross and Blue Shield plans, health maintenance organization (HMO) plans, and other prepayment coverage;
- labor management trustee plans, union welfare plans, employer welfare plans, employer organization plans, or employee benefit organization plans; and
- coverage under any tax-supported or government program to the extent permitted by law.

If there is more than one form of other coverage, this provision will apply separately to each. If the other coverage has a coordination of benefits provision that applies to only part of its services, the terms of this paragraph will be applied separately to that part and to any other part.

When benefits are provided in the form of services, the reasonable cash value of each service shall be deemed the benefit.

*Anthem* will not determine the existence of any other coverage, or the amount of benefits payable under any other coverage except this health plan. The payment of benefits under this health plan shall be affected by the benefits payable under other coverage only when *Anthem* is given information about the other coverage.

If the rules of this health plan and the other coverage both provide that this health plan is primary, then this health plan is primary. When *Anthem* determines that this health plan is secondary under the rules described below, benefits will be reduced so that our payment plus the other contract's payment will not exceed *Anthem's maximum allowed amount* for covered services.

If you are enrolled in a qualified high *deductible* health plan for purposes of the Health Savings Account provisions of the Medicare Prescription Drug, Improvement and Modernization Act of 2003 and Section 223 of the Internal Revenue Code, any other coverage you have must also satisfy the requirements for qualified high *deductible* health plans, so as not to affect your tax status. In the event of coverage under more than one health plan, please seek the counsel of a tax advisor.

### Primary coverage and secondary coverage

When a *covered person* is also enrolled in another group health plan, one coverage will be primary and one will be secondary. The decision of which coverage will be primary or secondary is made using the following order of benefit determination rules:



- If coverage under a contract is taken out in the name of a covered person, then that contract will be primary for that covered person. However, if the person is also entitled to Medicare, and as a result of federal law Medicare is:
  - secondary to the contract covering the person as a dependent; and
  - primary to the contract covering the person as other than a dependent (e.g. a retired employee);
- then the benefits of the contract covering the person as a dependent are determined before those of the contract covering the person as other than a dependent.
- For children who are covered under both parents' contracts, the following will apply:
  - The contract of the parent whose birthday occurs earlier in the calendar year will be primary.
  - When parents are separated or divorced, the following special rules will apply:
    - If the parent with custody has not remarried, that parent's contract will be primary.
    - If the parent with custody has remarried, that parent's contract will be primary and the stepparent's contract will be secondary. The benefits of the contract of the parent without custody will be determined last.
- The rules listed above may be changed by a court decree:
  - A court decree that orders one of the parents to be responsible for health care expenses will cause that parent's contract to be primary, but only if the entity providing the benefits in this case is notified of the court decree before applying benefits.
  - If the court decree does not state that one of the parents is responsible for health care expenses and both parents have joint custody, the contract of the parent whose birthday occurs earlier in the calendar year will be primary.
  - If the other contract includes the gender rule, then that rule will be used instead of the rules listed above. The gender rule states that the father's contract will be primary for the children.
  - If there are situations not covered above, then the contract that has been in effect the longest period of time (without interruption) will be primary. There is an exception to this rule. The contract that covers a working employee (or his dependent) will be primary. The policy or plan of a laid-off employee, a retired employee, or a person on continuation of coverage options under federal or state law will be secondary.
- If another policy or plan has different rules from those listed above other than the gender rule, that policy or plan will be primary.

When this health plan provides secondary coverage, we first calculate the amount that would have been payable had this health plan been primary. In no event will this health plan's payment as secondary coverage exceed that amount. This health plan coordinates benefits so that the combination of the primary plan's payment and this health plan's payment does not exceed *our maximum allowed amount*. When the primary coverage provides benefits in the form of services rather than payment, a reasonable cash value of the services will be assigned and then considered to be the benefit payment.

## Changing your coverage

### Who is eligible for coverage

#### You

*You* are eligible for coverage after *you* satisfy your employer's eligibility requirements. Eligibility requirements are available from your *group administrator*. Your employer will inform *you* of your *effective date* in accordance with these eligibility requirements.

### Your eligible dependents

Eligible dependents include:

- Your spouse;
- Your children age 26 or younger which includes :
  - a newborn, natural child, or a child placed with *you* for adoption;
  - a stepchild; or
  - any other child for whom *you* have legal guardianship or court-ordered custody.

The age limit for enrolling a child is age 26. Coverage for children will end on the last day of the month in which the children reach age 26.

The age limit does not apply for the initial enrollment or maintaining enrollment of an unmarried child who cannot support himself or herself because of mental retardation, mental illness, or physical incapacity that began prior to the child reaching the age limit. Coverage may be obtained for the child who is beyond the age limit at the initial enrollment if *you* provide proof of handicap and dependence at the time of enrollment.

*You* may be asked to provide a physician's certification of the dependent's condition.

### Types of coverage

Your employer provides the following enrollment options. After reviewing the available options, *you* may choose the option that best meets your needs. The options are as follows:

- Employee only
- Employee and spouse
- Employee and one child
- Employee and family

## When you may enroll

You may enroll:

- **During the initial enrollment period**

If your employer has purchased a new group policy from *Anthem* and you were enrolled under a previous group policy of that employer on the date before this group policy is effective, your *effective date* will be the date the health plan begins. Your *group administrator* can tell you what this date is.

- **Within 31 days after becoming eligible**

Your *effective date* will be the first of the month after the date you become eligible.

- **During annual open enrollment periods**

Your employer will tell you the *effective date* if you enroll during your company's annual open enrollment period.

- **During a special enrollment period**

You may have chosen to decline coverage for yourself and/or dependents under this health plan when you could have enrolled for it because of coverage under another health plan.

If you declined coverage under this health plan in writing for yourself and/or your eligible dependents and later you or your dependent(s) loses the other coverage, you may enroll in any benefit package under the plan during a special enrollment period. For example, a special enrollment period of 31 days will be allowed if:

- the other health plan coverage was under a COBRA continuation and the continuation period ran out;
- the employer who had been making contributions toward the other health plan coverage stopped making them; or
- there was a loss of eligibility under the other health plan coverage. Eligibility may have been lost due to:
  - divorce;
  - the death of your spouse;
  - a reduction in the number of hours of employment;
  - termination of employment for yourself or your spouse at another company; or
  - for a dependent, cessation of dependent status.

A special enrollment period of 60 days will be allowed under two additional circumstances:

- if your or your eligible dependent's coverage under Medicaid or the Children's Health Insurance Program (SCHIP) is terminated as a result of loss of eligibility; or
- if you or your eligible dependent become eligible for premium assistance under a state Medicaid or SCHIP plan.

Under these two circumstances, the special enrollment period must be requested within 60 days of the loss of Medicaid/SCHIP or of the eligibility determination.

## **If your family changes**

Special enrollment periods are also allowed if your family changes. The change may be due to your marriage, the birth of a child, or the placement of a child with *you* for adoption. Within 31 days after the change occurs, *you* will need to complete an application to add dependents or a change form to delete dependents. In all cases, contact your *group administrator* immediately.

### **Marriage**

The *effective date* of coverage for those added as a result of marriage will be determined by your employer in accordance with its eligibility requirements.

### **Newborn and adopted dependents**

If *you* enroll a newborn dependent during the special enrollment period following his or her birth, the newborn's coverage will begin on his or her date of birth. If *you* enroll a dependent placed with *you* for adoption during the special enrollment period following his or her placement, the dependent is covered from the date of placement. If a newborn is placed for adoption within 31 days of birth, coverage is effective from the moment of birth.

When a dependent is no longer eligible for coverage, *you* can change your type of coverage by completing a change form to drop the dependent. *We* will change your coverage the first day of the month after *you* submit a change form.

## After coverage ends

When a *covered person* ceases to be eligible or the required premiums are not paid, the *covered person's* coverage will end. Unless otherwise agreed to in writing by *Anthem*, the *covered person's* coverage ends on the last day of the month for which payment is made. The *covered person's* coverage ends on the last day of the month during which eligibility ceases.

Examples of when a *covered person's* eligibility may cease include:

- when you leave your job with the employer.
- when a child reaches the end of the month in which the child turns 26.
- in the case of a handicapped dependent, when the child is no longer handicapped.
- when an enrolled child over age 26 marries.
- in the case of your spouse, when *you* and your spouse divorce.

## After you become eligible for Medicare

If *you* continue to work after becoming eligible for Medicare due to age (usually at age 65), your Medicare entitlement will not end your eligibility for coverage under this health plan. When you retire, you will no longer be eligible for coverage under the group plan. You may be able to apply for a COBRA continuation of coverage (see “Continuation of Coverage (COBRA)” section below). If you are entitled to Medicare, you may also be eligible for an individual Medicare supplement plan.

To enroll for Medicare when *you* or a family member becomes eligible for it, *you* must contact the nearest Social Security Office.

## When the employee dies

Coverage continues until the last day of the month in which the employee's death occurs unless your family member(s) are eligible for and elect continuous coverage. (See **Continuation of coverage (COBRA)** below.) Your family members are also eligible for an individual policy through *Anthem*.

## Continuing coverage when eligibility ends

*You* and your covered dependents may be eligible for the following:

- continuous group coverage under the COBRA law (Consolidated Omnibus Budget Reconciliation Act); or
- individual coverage through *Anthem*.

## Certification of prior creditable coverage

If your coverage is terminated, *you* and your covered dependents will receive a certification showing

when *you* were covered under the plan. *You* may need the document to qualify for another group health plan.

## Continuation of coverage (COBRA)

This section pertains to *you* only if your employer's group health plan is subject to the requirements of the COBRA law. It generally explains when COBRA continuation coverage may be available to *you* and your covered family members and what *you* need to do to protect your family's COBRA rights.

COBRA continuation is a temporary extension of coverage under *your health plan*. *You* and your covered family members may be *qualified beneficiaries*. A *qualified beneficiary* is eligible for continued coverage if coverage under *your health plan* would ordinarily end due to a *qualifying event* described in this section. *Qualified beneficiaries* who elect COBRA coverage must pay the full cost for it, without contribution from the employer.

A *covered person* will become a *qualified beneficiary* if he or she loses coverage under *your health plan* because one of the following *qualifying events* occurs:

- Your hours of employment are reduced;
- Your employment ends for any reason other than your gross misconduct;
- *You* die;
- *You* become entitled to Medicare benefits;
- *You* become divorced or legally separated;
- For a covered child, he or she stops being an eligible dependent (for example, by attaining the maximum age for coverage); or
- For covered retirees and their covered family members only, the employer files a proceeding in bankruptcy.

COBRA continuation will be offered only after the *plan administrator* has been notified that a *qualifying event* has occurred. The employer will notify the *plan administrator* unless the *qualifying event* is your divorce or legal separation or the loss of a covered child's eligibility. For these *qualifying events*, *you* must notify the *plan administrator* within 60 days after the *qualifying event*. The form and content of all COBRA-related notices must satisfy your employer's requirements. Contact your *group administrator* for instructions.

After receiving timely notice, the *plan administrator* will inform the *qualified beneficiaries* of their right to elect continuation of coverage and of:

- the monthly cost for the coverage;
- the due date of each monthly payment; and
- where the monthly payments should be sent.

*Qualified beneficiaries* have 60 days in which to elect COBRA continuation using forms that have been approved by *Anthem* and supplied by the *plan administrator*. Each *qualified beneficiary* has an independent right to elect COBRA coverage. *You* may elect COBRA on behalf of your covered spouse, and parents may elect it on behalf of their covered children.

Within 45 days after electing COBRA, the first payment for the coverage must be paid in full, along with any unpaid amounts necessary to pay for coverage through the current month. Thereafter, monthly payments must be made according to the instructions provided by the *plan administrator*.

When the *qualifying event* is:

- your death, divorce, legal separation or Medicare entitlement or a covered child's loss of eligibility, continuation coverage may last up to 36 months.
- a reduction in your work hours or your termination of employment, continuation coverage may last up to 18 months. However, if you became entitled to Medicare less than 18 months before one of these *qualifying events*, continuation coverage may last up to 36 months after the date of Medicare entitlement for *qualified beneficiaries* other than you.

If a *qualified beneficiary* would ordinarily be eligible for 18 months of continuation coverage, that period may be extended for up to 11 additional months if he or she is determined by the Social Security Administration to have been disabled at some time during the first 60 days of COBRA coverage. To be eligible for the 11-month extension, notice must be provided to the *plan administrator*:

- within 60 days after the date of the Social Security Administration's disability determination; and
- before the end of the first 18 months of COBRA coverage.

Other covered non-disabled family members of the disabled *qualified beneficiary* are also entitled to the 11-month extension if these requirements are met.

If your family experiences another *qualifying event* while receiving 18 months of COBRA continuation coverage, your covered spouse and child(ren) can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months if:

- notice of the second *qualifying event* is properly given to the *plan administrator*; and
- the *qualifying event* would have caused the spouse or child(ren) to lose coverage under *your health plan* had the first *qualifying event* not occurred.

If you have a newborn child, adopt a child, or have a child placed with you for adoption during your COBRA continuation period, that child will also be a *qualified beneficiary* with COBRA rights. For adding a child or making other changes in dependent coverage, please follow the procedures explained earlier in this booklet.

A *qualified beneficiary's* eligibility for COBRA coverage will end on the earliest of the following dates:

- the date that ends the maximum continuation period described above;
- the date that ends the last period for which a monthly payment was made when due;
- the date a qualified beneficiary becomes covered, after electing continuation coverage, under another group health plan;
- the date the *qualified beneficiary* becomes enrolled in Medicare; or
- the date the employer's group health plan ends.

Once eligibility for COBRA coverage ends, the former *qualified beneficiary* may enroll under any individual program offered by us for which he or she is eligible as explained below.

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In order to protect your family's COBRA rights, *you* must keep the *plan administrator* informed of any changes in the addresses of family members. *You* should also keep a copy, for your records, of any notices *you* send to the *plan administrator*.

If *you* have any questions, please contact the *plan administrator*. For additional information, *you* may also 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 EBSA offices are available on EBSA's website.

### Switching to individual coverage

Contact *Anthem* within 31 days of the day coverage ends to prevent a lapse in coverage. If *you* meet enrollment requirements for an individual plan and apply within 31 days, there will be no lapse in coverage. Otherwise, claims may not be paid for a period of time. To make sure *you* know what will be covered, read the individual *Anthem* offer carefully. It will outline:

- enrollment rules;
- the time permitted to accept the offer;
- the waiting period, if any; and
- the benefits and rates of the individual plan.




## Important information about your health plan

### Statement of ERISA rights

As a participant in this plan *you* are entitled to certain rights and protections under applicable portions of the Employee Retirement Income Security Act of 1974 (ERISA) and/or the Health Insurance Portability and Accountability Act (HIPAA) of 1996. These rights and protections may include the following:

*Your* right to examine, without charge, at your *plan administrator's* office and at other specified locations, all plan documents. These include insurance contracts, copies of all documents filed by the plan with the Department of Labor (such as detailed annual reports), and plan descriptions.

*Your* right to obtain copies of all plan documents and other plan information by writing to your *plan administrator*. The administrator may make a reasonable charge for the copies.

 **Helpful tip:** ERISA generally does not apply to church plans or to governmental plans (such as plans sponsored by city, county, or state governments, or by public school systems).

### Plan "fiduciaries"

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate a plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of the plan participants.

- No one may terminate your employment or otherwise discriminate against *you* in any way to prevent *you* from obtaining a welfare benefit or exercising your rights under ERISA.
- If your claim for a welfare benefit is denied in whole or in part, *you* may receive a written explanation of the reason for the denial.
- *You* have the right to have the *plan administrator* review and reconsider your claim.

### Enforcement of ERISA rights

Under ERISA, there are steps to enforce the above rights. For instance:

- If *you* request materials to which *you* are entitled from the plan and do not receive them within 30 days, *you* may file suit in a federal court. In such a case, the court may require the *plan administrator* to provide the materials and pay *you* up to \$110 a day until *you* receive the materials (unless the materials were not sent because of reasons beyond the control of the administrator).
- If *you* have a claim for benefits or an appeal of a coverage decision, which is denied or ignored, in whole or in part, *you* may file suit in a state or federal court.

## 60 - Important information about your health plan

- 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 *you* may file suit in a federal court. The court decides who pays court costs and legal fees.

If *you* are successful, the court may order the person *you* have sued to pay these costs and fees. If *you* lose, the court may order *you* to pay these costs and fees, if, for example, it finds your claim to be frivolous.

### Assistance

If *you* have questions about your plan, contact your *plan administrator*. If *you* have questions about this statement about your rights under ERISA, contact the nearest Area Office of the Employee Benefits Security Administration, Department of Labor, listed in your telephone directory. *You* may also contact the Division of Technical Assistance and Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

### Changes in the health plan

Your employer may amend this health plan at any time. Any amendment to the health plan will change *covered services* to *covered persons* on the *effective date* of the change. This applies even though *you* may have an ongoing condition at the time of the change.

### Complaint and appeal process

In order for *your health plan* to remain responsive to your needs, we've established both a **complaint** process and an **appeal** process. Should *you* have a problem or question about *your health plan*, a Member Services representative will assist *you*. Most problems and questions can be handled in this manner. *You* may also file a written complaint or appeal with us. Complaints typically involve issues such as dissatisfaction about *your health plan's* services, quality of care, the choice of and accessibility to *your health plan's providers* and network adequacy. Appeals typically involve a request to reverse a previous decision made by *your health plan*. Requests regarding claim errors, claim corrections, and claims denied for additional information may be reopened for consideration without having to invoke the appeal process.

#### Complaint process

Upon receipt, your complaint will be reviewed and investigated. *You* will receive a response within 30 calendar days of *your health plan's* receipt of your complaint. If we are unable to resolve your complaint in 30 calendar days, *you* will be notified on or before calendar day 30 that more time is required to resolve your complaint. We will then respond to *you* within an additional 30 calendar days.

**Important:** Written complaints or any questions concerning your health insurance may be filed to the following address:

Anthem Blue Cross and Blue Shield  
Attention: Member Services

P.O. Box 27401  
Richmond, VA 23279

## Appeal process

Your *health plan* is committed to providing a full and fair process for resolving disputes and responding to requests to reconsider coverage decisions you find unacceptable, whether the decision is a claim denial or a rescission of coverage. A rescission is a retroactive termination of coverage, other than when it is attributable to a failure to timely pay required premiums or contributions towards the cost of coverage. There are two types of appeals. Internal appeals are requests to reconsider rescissions or coverage decisions of pre-service or *post-service claims*. Expedited appeals are made available when the application of the time period for making pre-service or post-service appeal decisions could seriously jeopardize the patient's life, health or ability to regain maximum function, or in the opinion of the patient's physician, would subject the patient to severe pain that cannot be adequately managed without the care or treatment. Situations in which expedited appeals are available include those involving prescriptions to alleviate cancer pain, when the cancer patient would be subjected to pain.

## How to appeal a coverage decision

To appeal a coverage decision, including a rescission, please send a written explanation of why you feel the coverage decision was incorrect. You or your authorized representative acting on your behalf may submit the written explanation. Alternatively, this information may be provided to a Member Services representative over the phone. This is your opportunity to provide any comments, documents, or information that you feel your *health plan* should consider when reviewing your appeal. Please include with the explanation:

- the patient's name, address and telephone number;
- your identification and group number (as shown on your identification card); and
- in the case of a claim, the name of the health care professional or *facility* that provided the service, including the date and description of the service provided and the charge.

**Important:** You may contact Member Services with your appeal or any questions concerning your health insurance at the following:

### Address:

Anthem Blue Cross and Blue Shield  
Attention: Corporate Appeals Department  
P.O. Box 27401  
Richmond, VA 23279

Telephone:  
800-582-6941

You must file your appeal within either 15 months of the date of service or 180 days of the date you were notified of the *adverse benefit determination*, whichever is later.

## How your health plan will handle your appeal

In reviewing your appeal, *we* will take into account all the information *you* submit, regardless of whether the information was considered at the time the initial coverage decision was made. A new review will be completed, and will not assume the correctness of the original determination. The individual reviewing your appeal will not have participated in the original coverage decision, and will not be a subordinate of the individual who made the original determination. Appeals involving medical necessity will be reviewed by a practitioner who holds a non-restricted license in the Commonwealth of Virginia or under comparable licensing law in the same or similar specialty as typically manages the medical condition, procedure or treatment under review. Any other decision that involves the review of medical information will be made by appropriate clinical staff.

*We* will resolve and respond in writing to your appeal within the following time frames:

- For *pre-service claims*, *we* will respond in writing within 30 days after receipt of the request to appeal;
- For *post-service claims* and rescissions, *we* will respond in writing within 60 days after receipt of the request to appeal; or
- For expedited appeals, *we* will respond to *you* and your *provider* as soon as possible taking into account your medical condition, but not later than 72 hours from the receipt of the request.

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

When *our* review of your appeal has been completed, *you* will receive written notification of the outcome. In the event that the original coverage decision is upheld, the written notification will include the specific reasons and the plan provision(s) on which the determination is based. *You* will also be entitled to receive, upon request and at no charge, the following:

- reasonable access to, and copies of, all documents, records, and other information relevant to the appeal;
- any rule, guideline, protocol or criterion relied upon in the coverage decision(s);
- the explanation of the scientific or clinical judgment as it relates to the patient's medical condition if the coverage decision was based on the medical necessity or experimental nature of the care; and
- the identification of medical or vocational experts whose advice was obtained by the plan in connection with the claimant's adverse decision, whether or not the advice was relied upon.

## External review

If the outcome of the appeal is adverse to *you*, *you* may be eligible for an independent external review pursuant to federal law.

*You* must submit your request for external review to *us* within four (4) months of the notice of your final adverse determination.

A request for external review must be in writing unless *we* determine that it is not reasonable to require a written statement. *You* do not have to re-send the information that *you* submitted as part of the

internal appeal. However, *you* are encouraged to submit any additional information that *you* think is important for review.

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

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

All other requests for external review should be submitted in writing unless *we* determine that it is not reasonable to require a written statement. Such requests should be submitted by *you* or your authorized representative to:

**Address:**

Anthem Blue Cross and Blue Shield  
Attention: Corporate Appeals Department  
P.O. Box 27401  
Richmond, VA 23279

Telephone:  
800-582-6941

Your decision to seek external review will not affect your rights to any other benefits under this health care plan. There is no charge for *you* to initiate an independent external review. The external review decision is final and binding on all parties except for any relief available through applicable state laws or ERISA.

**Requirement to file an appeal before filing a lawsuit**

You must exhaust the plan's internal appeals procedure (but not an external review) before filing a lawsuit or taking other legal action of any kind against the plan. If your health benefit plan is sponsored by your employer and subject to the Employee Retirement Income Security Act of 1974 (ERISA) and your appeal as described above results in an adverse benefit determination, you have a right to bring a civil action under Section 502(a) of ERISA.

The plan reserves the right to modify the policies, procedures and time frames in this section upon further clarification from Department of Health and Human Services and Department of Labor.

## Notice in writing

Any notice required under this health plan must be in writing. Notice given to your employer will be sent to your employer's address, stated in the group application as provided by the group. Notice given to a *covered person* will be sent, at *our* option, to the plan administrator or to your address as it appears on *our* records. *Anthem*, the plan administrator, or a *covered person* may indicate a new address for giving notice.

## Time limits on legal action

No legal action on a claim may be brought against *Anthem* or *your health plan* until after all appeal rights with respect to the claim have been exhausted. No legal action on a claim may be brought more than one year following the date that all appeal rights with respect to the claim have been exhausted. This limit applies to matters relating to this health plan, to our performance under this health plan, or to any statement made by an employee, officer, or director of *Anthem* concerning this health plan or the benefits available to a *covered person*.

## Limitations of damages

In the event a *covered person* or his representative sues *Anthem*, or any of its directors, officers, or employees acting in his or her capacity as director, officer, or employee, for a determination of what coverage and/or benefits, if any, exist under this health plan, the damages shall be limited to the amount of the *covered person's* claim for benefits. The damages shall not exceed the amount of any claim not properly paid as of the time the lawsuit is filed. Under no circumstances shall this provision be construed to limit or preclude any extra contractual damages that may be available to *you* or your representative.

## Laws governing this health plan

This health plan is governed by federal laws regulating employer welfare plans.

## Anthem's continuing rights

On occasion, *we* may not insist on your strict performance of all terms of this health plan. This does not mean the plan gives up any future rights it has under this health plan.

## Anthem's relationship to providers

The choice of a health care *provider* is solely the *covered person's*. *Providers* are neither *Anthem* employees nor agents. *We* can contract with any appropriate *provider* or *facility* to provide services to *you*. *Our* inclusion or exclusion of a *provider* or a *covered facility* in any network is not an indication of the *provider's* or *facility's* quality or skill. *We* make no guarantees about the health of any *providers*. *We* do not furnish *covered services* but only make payment for them when received by *covered persons*.

We are not liable for any act or omission of any *provider*, nor are we responsible for a *provider's* failure or refusal to render *covered services* to a *covered person*.

### **Assignment of payment**

A *covered person* may not assign the right to receive payment for *covered services*. Prior payments to anyone, whether or not there has been an assignment of payment, shall not waive or otherwise restrict, *Anthem's* right to direct future payments to a *covered person* or any other entity. This provision does not apply to dentists and oral surgeons.

Once *covered services* are rendered by a *provider*, *Anthem* will not honor requests not to pay the claims submitted by the *provider*. *Anthem* will have no liability to any person because it rejects the request.

# Member Rights and Responsibilities

As a member *you* have certain rights and responsibilities when receiving your health care. *You* also have a responsibility to take an active role in your care. As your health care partner, we're committed to making sure your rights are respected while providing your health benefits. That also means giving *you* access to our network providers and the information *you* need to make the best decisions for your health and welfare.

These are your rights and responsibilities:

## You have the right to:

- Speak freely and privately with your doctors and other health providers about all health care options and treatment needed for your condition. This is no matter what the cost or whether it's covered under your plan.
- Work with your doctors in making choices about your health care.
- Be treated with respect and dignity.
- Expect *us* to keep your personal health information private. This is as long as it follows state and Federal laws and *our* privacy policies.
- 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 doctors and other health care providers.
  - your rights and responsibilities.
  - the rules of your health care plan.
  - the way your health plan works.
- Make a complaint or file an appeal about:
  - your plan
  - any care *you* get
  - any *covered service* or benefit ruling that your plan makes.
- Say no to any care, for any condition, sickness or disease, without it affecting any care *you* may get in the future. This includes the right to have your doctor tell you how that may affect your health now and in the future.
- Get all of the most up-to-date information from a doctor or other health care professional *provider* about the cause of your illness, your treatment and what may result from it. If *you* don't understand certain information, *you* can choose a person to be with *you* to help *you* understand.

## You have the responsibility to:

- Read and understand, to the best of your ability, all information about your health benefits or ask for help if you need it.
- Follow all plan rules and policies.



- Choose an in-network *primary care physician* (doctor), also called a *PCP*, if your health care plan requires it.
- Treat all doctors, health care *providers* and staff with courtesy and respect.
- Keep all scheduled appointments with your health care *providers*. Call their office if *you* may be late or need to cancel.
- Understand your health problems as well as *you* can and work with your doctors or other health care *providers* to make a treatment plan that *you* all agree on.
- Follow the care plan that *you* have agreed on with your doctors or health care *providers*.
- Give *us*, your doctors and other health care professionals the information needed to help *you* get the best possible care and all the benefits *you* are entitled to. This may include information about other health and insurance benefits *you* have in addition to your coverage with *us*.
- Let *our* customer service department know if *you* have any changes to your name, address or family members covered under your plan.

We are committed to providing quality benefits and customer service to our members. Benefits and coverage for services provided under the benefit program are governed by this booklet and not by this Member Rights and Responsibilities statement.

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

## Definitions

### **Activities of daily living**

means walking, eating, drinking, dressing, toileting, transferring (e.g. wheelchair to bed), and bathing.

### **Adverse benefit determination**

is any denial, reduction of a benefit or failure to provide a benefit, in whole or in part, by the health plan.

### **Applied behavior analysis**

means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

### **Coinsurance**

is the percentage of the maximum allowed amount you pay for some covered services.

### **Copayment**

is the fixed dollar amount you pay for some covered services.

### **Covered persons**

are you and enrolled eligible dependents.

### **Covered services**

are those medically necessary hospital and medical services which are described as covered in this certificate and which are performed, prescribed or directed by a physician.

### **Deductible**

is a fixed dollar amount of covered services you pay in a calendar year before your health plan will pay for any remaining covered services during that calendar year.

### **Effective date**

is the date coverage begins for you and/or your dependents enrolled under the health plan.

### **Emergency medical condition (Emergency)**

is a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) so that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in one of the following conditions:

- placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
- serious impairment to bodily functions; or

- serious dysfunction of any bodily organ or part.

### **Emergency services (Emergency care)**

with respect to an emergency medical condition:

- a medical screening examination that is within the capability of the emergency department of a hospital, including ancillary services routinely available to the emergency department to evaluate such emergency medical condition, and
- within the capabilities of the staff and facilities available at the hospital, such further medical examination and treatment to stabilize the patient.

The term “stabilize” means, with respect to an emergency medical condition, to provide such medical treatment of the condition as may be necessary to assure, within reasonable medical probability, that no material deterioration of the condition is likely to result from or occur during the transfer of the individual from a facility. With respect to a pregnant woman who is having contractions, the term “stabilize” also means to deliver (including the placenta), if there is inadequate time to effect a safe transfer to another hospital before delivery or transfer may pose a threat to the health or safety of the woman or the unborn child.

### **Experimental/investigative**

means any service or supply that is judged to be experimental or investigative at Anthem’s sole discretion. Refer to **Exhibit A** for more information.

### **Facilities are:**

- dialysis centers
- home health care agencies
- hospice providers
- hospitals
- skilled nursing facilities

### **Future Moms**

is a program designed to help women have healthy pregnancies and to help reduce the chances of a premature delivery.

### **Group administrator**

is the benefits administrator at your employer.

### **High dose**

means a dose of chemotherapy or radiation so high that it predictably requires stem cell rescue.

### **Home care services**

are services rendered in the home setting. Home care includes services such as skilled nursing visits and physical, speech, and occupational therapy for patients confined to their homes. This also means infusion services rendered in the home setting. Infusion services include such services as the intravenous and parenteral administration of medication to patients as well as enteral and parenteral nutrition. Infusion services rendered in the home setting do not require that the patient is confined to his/her home.

**Inpatient**

means when you are a bed patient in the hospital.

**Inpatient facilities**

are settings where patients can spend the night, including hospitals, skilled nursing facilities, partial day programs.

**KeyCare PPO Network**

is a network of providers and facilities that has agreed to accept Anthem's maximum allowed amount as payment in full for their services (see page 42 for a definition of maximum allowed amount). When you receive care from KeyCare PPO Network providers and facilities, you won't be charged for any outstanding balances beyond your deductible (if any), copayment, and/or coinsurance amount for covered services detailed in the Summary of benefits (see page 1).

**Maximum allowed amount**

means the amount on which deductible (if any), copayment, and coinsurance amounts for eligible services are calculated.

**Medical equipment (durable)**

is used for a medical purpose, can withstand repeated use, and is appropriate for use in your home for activities of daily living purposes.

**Medically necessary**

to be considered medically necessary, a service must:

- be required to identify or treat an illness, injury, or pregnancy-related condition;
- be consistent with the symptoms or diagnosis and treatment of your condition;
- be in accordance with standards of generally accepted medical practice; and
- be the most suitable supply or level of service that can safely treat the condition and not be for the convenience of the patient, patient's family, or the provider.

**Mental health services**

are for the diagnosis and treatment of a psychiatric condition, including nervous, mental, and emotional disorders, including alcohol and drug abuse.

**Out-of-network**

is care covered at a lower level of benefits. After you satisfy a calendar year deductible, you are responsible for your coinsurance.

**Outpatient**

is when you receive care in a hospital outpatient department, emergency room, professional provider's office, or your home.

**Outpatient mental health services**

are for the diagnosis and treatment of psychiatric conditions and include individual psychotherapy, group psychotherapy, and psychological testing.

**Partial day services**

are used as an alternative to inpatient treatment.

**Plan administrator**

is your group administrator or the person selected by your employer to administer the continuation of coverage (COBRA) provision.

**Post-service claims**

are all claims other than pre-service claims and urgent care claims. Post-service claims include claims filed after services are rendered and claims that do not require authorization in advance of the service, even where you request authorization in advance.

**Prescription drugs**

are medicines, including insulin, that require a prescription order from your doctor.

**Pre-service claims**

are claims for a service where the terms of the health plan require the member to obtain approval of the benefit, in whole or in part, in advance of receipt of the service. If you call to receive authorization for a service when authorization in advance is not required, that claim will be considered a post-service claim.

**Providers are:**

- acupuncturists
- audiologists
- certified nurse midwives
- chiropractors
- chiropodists
- clinical social workers, psychologists, clinical nurse specialists in psychiatric mental health, professional counselors, marriage and family therapists
- dentists
- doctors of medicine (MD), including osteopaths and other specialists
- independent clinical reference laboratories
- retail health clinics
- occupational therapists
- opticians
- optometrists
- podiatrists
- registered physical therapists
- speech pathologists

**Qualified beneficiary**

is a covered person who is eligible for a temporary extension of coverage under your health plan because of the COBRA law.

**Qualifying event**

is an event that allows you or covered persons enrolled with you to select continuation of coverage under the COBRA law.

**Retail health clinic**

is a clinic that provides limited basic medical care services to members on a “walk-in” basis. These clinics normally operate in major pharmacies or retail stores. Medical services are typically provided by physician’s assistants and nurse practitioners.

**Setting**

is the place where you receive treatment. It could be your home, your provider's office, a hospital outpatient department, a skilled nursing home, hospital inpatient room, or a partial day program.

**Skilled nursing facility**

is a facility licensed by the state in which it operates to provide medically skilled services to inpatients.

**Stay**

is the period from the admission to the date of discharge from a facility, including hospitals, hospices, and skilled nursing facilities. All facility stays, less than 90 days apart are considered the same stay, and a new inpatient copayment will not apply.

**Telemedicine services**

means the use of interactive audio, video, or other electronic media used for the purpose of diagnosis, consultation, or treatment as it pertains to the delivery of covered health care services. Telemedicine services do not include an audio-only telephone conversation, electronic mail message, or facsimile transmission.

**Urgent care claims**

are claims where care and services are actively ongoing and to which the application of time periods for making claim or appeal decisions could seriously jeopardize the patient’s life, health or ability to regain maximum function, or in the opinion of the patient’s physician, would subject the patient to severe pain. Notwithstanding any provision of your health plan, services for an emergency medical condition do not require PCP referrals or any type of advance approval.

**Visit**

a period during which a covered person meets with a provider to receive covered services.

**We, us, our, Anthem**

is Anthem Blue Cross and Blue Shield.

**You**

the enrolled employee.

**Your health plan**

the Anthem Lumenos plan.

## Exhibit A

### Experimental/investigative criteria

*Experimental/investigative* means any service or supply that is judged to be experimental or investigative at Anthem's sole discretion. Services which do not meet each of the following criteria will be excluded from coverage as *experimental/investigative*:

1. Any supply or drug used must have received final approval to market by the U.S. Food and Drug Administration ("FDA") for the particular indication or application in question. Moreover, quantities of any drug or medication used must be within recommended maximum daily dose or duration established by the FDA or any of the standard reference compendia defined below. There are two exceptions which apply when a drug has received final approval to market by the FDA, but not for the particular indication or application in question.
  - a) This criterion will be satisfied if the use of the drug is recognized for treatment of the indication or application in any of the following resources:
    - the following three standard reference compendia defined below:
      - 1) American Hospital Formulary Service – Drug Information
      - 2) National Comprehensive Cancer Network's Drugs & Biologics Compendium
      - 3) Elsevier Gold Standard's Clinical Pharmacology
    - in substantially accepted peer-reviewed medical literature. Peer-reviewed medical literature means a scientific study published only after having been critically reviewed for scientific accuracy, validity, and reliability by unbiased independent experts. This study must appear in a journal that has been determined by the International Committee of Medical Journal Editors to have met the Uniform Requirements for Manuscripts submitted to biomedical journals. Peer-reviewed medical literature does not include publications or supplements to publications that are sponsored to a significant extent by a pharmaceutical manufacturing company or health carrier; or
  - b) In the case where the drug is being used for the treatment of a specific type of cancer, this criterion will be satisfied if the use of the drug is recognized as safe and effective for treatment of the specific type of cancer in any of the standard reference compendia. Despite the above two exceptions, this criterion will not be satisfied if the FDA has determined that use of the drug is not recommended for the treatment of the specific indication for which it is prescribed.
2. There must be enough information in the peer-reviewed medical and scientific literature to let us judge the safety and efficacy.
3. The available scientific evidence must show a good effect on health outcomes outside a research *setting*.



4. The service or supply must be as safe and effective outside a research *setting* as current diagnostic or therapeutic options.

New technologies are evaluated against these criteria to determine if services should be included as a covered benefit or considered *experimental/investigative*.

## Clinical trial costs

Benefits include coverage for services 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.

Benefits are limited to the following 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 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.

Your plan may require *you* to use an in-network *provider* to maximize your benefits.

When a requested service is part of an approved clinical trial, it is a *covered service* even though it might otherwise be investigational as defined by this plan. All other requests for clinical trials services that are not part of approved clinical trials will be reviewed according to our Clinical Coverage Guidelines, related policies and procedures.

Your plan is not required to provide benefits for the following services. *We* reserve our right to exclude any of the following services:

- i. The investigational item, device, or service, itself; or

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- ii. 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; or
- iii. A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
- iv. Any item or service that is paid for, or should have been paid for, by the sponsor of the trial.

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## Special features and programs

In addition to the health and wellness benefits under *your health plan*, our plans are designed to give *you* services and information to help *you* maintain and improve your health and reach your health potential.

### Your health account

*You* may be offered the opportunity to establish a health account for your health account dollars. If *you* have the opportunity and choose to establish a health account, it will work like a bank account to give *you* control over a portion of the dollars *you* spend on your health.

When *you* establish a health account, the dollars in it are funded by your contributions, including pre-tax payroll deductions and post-tax deposits. Your employer may also choose to make contributions to your health account. *You* can continue to make contributions for as long as *you* remain enrolled in an HSA-compatible health plan. However, once *you* leave an HSA-compatible health plan, *you* can no longer make additional contributions to your health account.

*You* may use the dollars in your health account to pay for covered services subject to *deductible* and *coinsurance* amounts *you* incur while covered under this health plan. In addition, your health account dollars may be used for any medically qualified services and supplies as defined by the Internal Revenue Service HSA expenditures rules for medical and dental expenses. If health account dollars are used for things other than defined HSA expenditures, there may be tax implications. Please consult your tax advisor for information and advice.

Once established, the health account is totally portable. *You* control the account, and can build up the balance of dollars in the account over time. Any unused health care dollars can be rolled over year after year. If your coverage under this health plan ends for any reason, any balance of unused account dollars remains under your control, until the account is depleted.

### Other tools and services

The following programs, tools and services are also included. Although these services are not part of the health and wellness benefits under *your health plan*, they are provided to *you* as a plan participant. Discount services are available through networks administered by other companies - many of which are national leaders in their fields. The discount services listed below are not covered as benefits under *your health plan* and can be discontinued at any time.

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### 24/7 NurseLine

Illness or injury can happen, no matter what time of day. As an *Anthem* health plan member, *you* have access to a team of nurses, available to assist with your questions or concerns, 24 hours a day, seven days a week. These registered nurses can discuss symptoms you're experiencing, how to get the right care in the right setting and more, and *you* can call as often as *you* like. Call 866-800-8780.

### MyHealth@Anthem®

When *you* visit [anthem.com](http://anthem.com), *you* can access this personalized online resource center. It's full of interactive tools to help *you* assess, manage and improve your health.

### AudioHealth Library

For those who aren't comfortable discussing their health concerns with someone else or those just looking for more information on a health topic, there's the AudioHealth Library. It's accessible by phone with more than 400 recorded health topics.

### Online Preventive Guidelines

At [anthem.com](http://anthem.com), *you* can use the online preventive guidelines to check on when *you* should have certain check-ups, immunizations, screenings and tests.

### Anthem Healthy Solutions Newsletter

Mailed to your home twice a year, this wellness and benefits newsletter can help *you* make wiser decisions about your health and the care *you* need. Packed with practical information, it can help *you* get the most value out of your health care benefits.

### SpecialOffers@Anthem<sup>SM</sup>

With SpecialOffers@Anthem, *you* can access discounts on a wide variety of health and wellness products and services. Find deals on natural health and wellness products; acupuncture, chiropractic and massage therapy; fitness club memberships; weight management; laser vision correction and recommended health and wellness books.

The discount programs and services available through SpecialOffers@Anthem are continually reviewed for opportunities to provide more value to your membership. For the most up-to-date information, always refer to SpecialOffers@Anthem at [anthem.com](http://anthem.com). These discount programs and services are independent of your plan benefits and may change or be cancelled at any time.

### Vision Program

To help you care for your eyes, valuable vision discounts are available to you. In order to take advantage of the available discounts, you should seek care from a Blue View Vision participating provider.

## Your Eyewear Discounts

When you visit a Blue View Vision participating eye care professional or vision center, you'll pay the discount price for as many pairs of eyeglasses and/or supplies of conventional (non-disposable) contact lenses selected as you would like.

Your eyewear discounts/costs at participating Blue View Vision provider offices are as follows:

| Service  | Member Cost*         |
|--|----------------------|
| Frame  | 35% off retail price |
| Standard Plastic Lenses                        |                      |
| Single Vision                                  | \$50                 |
| Bifocal  | \$70                 |
| Trifocal                                       | \$105                |
| Lens Options                                   |                      |
| UV Coating                                     | \$15                 |
| Tint (Solid and Gradient)                      | \$15                 |
| Standard Scratch-Resistance                    | \$15                 |
| Standard Polycarbonate                         | \$40                 |
| Standard Progressive (Add-on to bifocal)       | \$65                 |
| Standard Anti-Reflective Coating               | \$45                 |
| Other Add-ons and Services                     | 20% off retail price |
| Contact Lenses                                 |                      |
| Conventional (non-disposable) - materials only | 15% off retail       |

\*Discounts apply towards a complete pair of eyeglasses. If eyeglass materials are purchased separately, a 20% discount is applied.

Plus, Anthem members have access to discounts on laser vision correction surgery and other vision discounts through [SpecialOffers@Anthem](mailto:SpecialOffers@Anthem).





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