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Lumenos[®] Medical
Plan

Take Control of Your Health

Your Anthem Plan

2018-01-01

Anthem Blue Cross and Blue Shield (trade name of Anthem Health Plans of Virginia, Inc.) Lumenos Health Reimbursement Account Plan 1750/4250 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.

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

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

Identity protection services

Identity protection services are available with our *Anthem* health plans. To learn more about these services, please visit www.anthem.com.

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 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

In this section, *you* will find an outline of the benefits included in your plan and a summary of any *deductibles*, *coinsurance*, and *copayments* that *you* must pay. Also listed are any calendar year limits that apply. Please read the **What is covered** and prescription drug sections for more details on the plan's *covered services*. Read the **What is not covered** section for details on excluded services. All *covered services* are subject to the conditions, exclusions, limitations and terms of this booklet.

To get the highest benefits at the lowest out-of-pocket costs, *you* must get *covered services* from an in-network provider. Benefits for *covered services* are based on the *maximum allowed amount*, which is the most the plan will allow for a *covered service*. When *you* use an out-of-network *provider*, *you* may have to pay the difference between the out-of-network provider's billed charge and the *maximum allowed amount* in addition to any *coinsurance*, *copayments*, *deductibles*, and non-covered charges. This amount can be substantial. Please see the **Claims and payments** section for more details. *Deductibles*, *coinsurance* and calendar year maximums are calculated based upon the *maximum allowed amount*, not the provider's billed charges.

Please see the "Out-of-network care" paragraph in the **How your program works** section for more information about amounts above the *maximum allowed amount* when services are received from non-participating *providers*.

What will I pay?

The chart that follows shows the most *you* pay for calendar year deductibles and annual copayment and coinsurance (if any) limits for covered services in one year of coverage. All covered benefits are subject to the *deductible* except for in-network preventive care and routine eye exams.

The out-of-pocket limit generally includes all *deductibles*, *coinsurance*, and *copayments*, if any, *you* pay during a benefit period unless otherwise indicated below. It does not include charges over the *maximum allowed amount* or amounts *you* pay for non-covered services. Please see the **Claims and payments** section for more information.

If *you*, the enrolled employee, are the only person covered by this plan, only the "per member" amounts apply to *you*. If *you* also cover dependents (other family members) under this plan, amounts will accumulate for each family member until the "per family" amount is met, but no individual family member will contribute more than the "per member" amount shown.

Note: When during the course of one *visit*, multiple types of service are received where those types of service carry separate benefit *visit* limits (e.g., physical therapy and a spinal manipulation), the one *visit* may count against both limits.

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		Family	Detail Page Number
Your annual health account allocation	\$750		\$2250	98
Calendar year deductible	\$1750		\$4250	54
The most you will pay per calendar year for in-network services	\$3000		\$6000	54
The most you will pay per calendar year for out-of-network services	\$3000		\$6000	54

	In-network		Out-of-network	Detail Page number
	Copayment	Coinsurance	Coinsurance (after calendar year deductible)	
Ambulance travel (air and water)	\$0	20%	20%	16
Out-of-network providers may also bill you for any charges that exceed the plan's maximum allowed amount				
Important note: Air ambulance services for non-emergency hospital to hospital transfers must be approved through precertification. Please see the What is covered section for details.				
Ambulance travel (ground)	\$0	20%	20%	
Out-of-network providers may also bill you for any charges that exceed the plan's maximum allowed amount				
Important note: All scheduled ground ambulance services for non-emergency transfers, except transfer from one acute facility to another, must be approved through precertification. Please see the What is covered section for details.				
Autism services				
Applied behavior analysis	\$0	20%	40%	17
All other services for autism	Copayment/coinsurance determined by service received			17
Dental services	\$0	20%	40%	17
Diabetic equipment and education	\$0	20%	40%	18
Diagnostic tests	\$0	20%	40%	18
for specific conditions or diseases at a doctor's office, emergency room, or outpatient hospital department				
Dialysis treatments				
Facility	\$0	20%	40%	19
Doctor's Office	\$0	20%	40%	19
Doctor visits	\$0	20%	40%	19
on an outpatient basis				
Online visits (other than mental health and substance use disorder)	\$0	20%	40%	
Emergency room visits				
Facility services	\$0	20%	Covered at the in-network benefit level	20

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

	In-network		Out-of-network	Detail
	Copayment	Coinsurance	Coinsurance (after calendar year deductible)	Page number
Professional provider services	\$0	20%	Covered at the in-network benefit level	20
Important note: <i>Out-of-network providers may also bill you for any charges over the maximum allowed amount.</i>				
Home care services 100-visit calendar year limit for home health services	\$0	20%	20%	21
Home private duty nurses services 16 hours per member per calendar year	\$0	20%	**	21
Hospice care services	\$0	20%	40%	22
Hospital services				
Inpatient treatment				
Facility services	\$0	20%	40%	22
Professional provider services	\$0	20%	40%	22
Outpatient treatment				
Facility services	\$0	20%	40%	22
Professional provider services	\$0	20%	40%	22
Infertility services Up to four artificial insemination procedures per lifetime	\$0	20%	40%	23
Infusion services - outpatient services ***				
Facility services	\$0	20%	40%	23
Professional provider services	\$0	20%	40%	23
Home services	\$0	20%	40%	23
Infusion medications				
Outpatient settings	\$0	20%	40%	23
Home settings	\$0	20%	40%	23
Maternity				
Professional provider services				
Prenatal and postnatal follow-up care	\$0	20%	40%	
Delivery	\$0	20%	40%	23
Hospital services for delivery delivery room, anesthesia, nursing care for newborn	\$0	20%	40%	23
Diagnostic tests	\$0	20%	40%	23
Medical equipment (durable), prosthetics, appliances, formulas, supplies, and medications	\$0	20%	40%	24
Mental health or substance use disorder treatment				26
Inpatient treatment (includes residential treatment centers)				
Facility services	\$0	20%	40%	26
Professional provider services	\$0	20%	40%	26
Outpatient facility-based services (includes partial day)	\$0	20%	40%	
Outpatient office-based treatment	\$0	20%	40%	

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	In-network		Out-of-network	Detail Page number
	Copayment	Coinsurance	Coinsurance (after calendar year deductible)	
(including online visits and intensive in-home behavioral health programs)				
Nutritional counseling for eating disorders	Copayment/coinsurance determined by service received			
Preventive care for children and adults	\$0	0%	40%	
The calendar year deductible does not apply to preventive care received in network; however, if preventive care is 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 preventive care, and therefore will also be subject to the calendar year deductible.				
Shots (injections)	\$0	20%	40%	29
at a doctor's office, emergency room or outpatient hospital department				
Skilled nursing facility stays				29
100-day per stay limit				
<i>Facility services</i>	\$0	20%	40%	29
<i>Professional provider services</i>	\$0	20%	40%	29
Spinal manipulations and other manual medical interventions	\$0	20%	40%	
60 – visit calendar year limit per member				
Surgery				29
Inpatient treatment				
<i>Facility services</i>	\$0	20%	40%	29
<i>Professional provider services</i>	\$0	20%	40%	29
Outpatient treatment				
<i>Facility services</i>	\$0	20%	40%	29
<i>Professional provider services</i>	\$0	20%	40%	29
Therapy - outpatient services ***				
Cardiac rehabilitation therapy				
<i>Hospital services</i>	\$0	20%	40%	31
<i>Professional provider services</i>	\$0	20%	40%	31
Chemotherapy				
<i>Hospital services</i>	\$0	20%	40%	31
<i>Professional provider services</i>	\$0	20%	40%	31
Occupational therapy visits				
No – visit calendar year limit per member				
<i>Hospital services</i>	\$0	20%	40%	32
<i>Professional provider services</i>	\$0	20%	40%	32
Physical therapy visits				
No – visit calendar year limit per member				
<i>Hospital services</i>	\$0	20%	40%	32
<i>Professional provider services</i>	\$0	20%	40%	32
Radiation therapy				

	In-network		Out-of-network	Detail
	Copayment	Coinsurance	Coinsurance (after calendar year deductible)	Page number
<i>Hospital services</i>	\$0	20%	40%	32
<i>Professional provider services</i>	\$0	20%	40%	32
Respiratory therapy				
<i>Hospital services</i>	\$0	20%	40%	32
<i>Professional provider services</i>	\$0	20%	40%	32
Speech therapy visits				
No – visit calendar year limit per member				
<i>Hospital services</i>	\$0	20%	40%	32
<i>Professional provider services</i>	\$0	20%	40%	32
Urgent care visits (office visits)	\$0	20%	40%	
			after calendar year deductible	
Vision correction after surgery or accident	\$0	20%	40%	32
Wigs Limited to one wig per member per calendar year	\$0	20%	40%	33

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

** 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.

	Copayment	Coinsurance	Detail Page number
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Prescription drug retail pharmacy and home delivery (mail order) benefits 34

All *prescription drug* expenses are subject to the calendar year *deductible* shown on page 1. Once the calendar year *deductible* has been satisfied, the following benefits apply:

You will be required to pay the lesser of *your* scheduled cost share or the *maximum allowed amount*.

Day/supply limitations

Prescription drugs will be subject to various day supply and quantity limits. Certain *prescription drugs* may have a lower day-supply limit than the amount shown below due to other plan requirements such as prior authorization, quantity limits, and/or age limits and utilization guidelines.

Retail pharmacy (in-network and out-of-network)	30 days
Home delivery (mail order) pharmacy	90 days
Specialty pharmacy (in-network and out-of-network)	Up to 90 days* *See additional information in the “Specialty drug copayments/coinsurance” section below.

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

Retail and specialty pharmacy copayments/coinsurance

Copayment	Coinsurance
\$0	20%

Home delivery pharmacy copayments/coinsurance

Copayment	Coinsurance
\$0	20%

Specialty drug copayments/coinsurance

Please note that certain *specialty drugs* are only available from a specialty *pharmacy* and you will not be able to get them at a retail *pharmacy* or through the home delivery (mail order) *pharmacy*. Please see “Specialty pharmacy” in the section “Prescription drug benefit at a retail or home delivery (mail order) pharmacy” for further details. When you get *specialty drugs* from a specialty *pharmacy*, you will have to pay the same *copayments/coinsurance* you pay for a 30-day supply at a retail *pharmacy* or a 90-day supply at the home delivery *pharmacy*.

If you do not use the specialty pharmacy, benefits will be covered at the out-of-network level.

Note: *Prescription drugs* will always be dispensed as ordered by *your* doctor. You may ask for, or *your* doctor may order, the *brand name* drug. However, if a *generic drug* is available, you will have to pay the difference in cost between the *generic* and the *brand name* drug, as well as *your* tier 1 *copayment*. By law, *generic* and *brand name* drugs must meet the same standards for safety, strength, and effectiveness. Using generics generally saves money, yet gives the same quality. We reserve the right, in our sole discretion, to remove certain higher cost *generic drugs* from this policy.

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.

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.

Note: 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.

The BlueCard® Program

Like all Blue Cross and Blue Shield plans throughout the country, we participate in a program called “BlueCard,” which provides services to you when you are outside our service area. For more details on this program, please see “Inter-Plan Arrangements” in the **Claims and payments** section.

Continuity of care

If your *in-network provider* leaves our network for any reason other than termination for cause, and you are in an active course of treatment, you may be able to continue seeing that provider for a limited period of time and still get *in-network* benefits. “Active course of treatment” for any course of *medically necessary* continuing care includes, but is not limited to:

- An ongoing course of treatment for a life-threatening condition,
- An ongoing course of treatment for a serious acute condition (examples include chemotherapy, radiation therapy and postoperative visits),
- The second or third trimester of pregnancy and through the postpartum period for that delivery,
- Members who are terminally ill as defined by the Social Security Act, or
- An ongoing course of treatment for a health condition for which the physician or health care provider attests that discontinuing care by the current physician or provider would worsen your condition or interfere with anticipated outcomes.

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

For members who are terminally ill, coverage is extended for the remainder of the person’s life for the direct care of the terminal illness. For members who are in the second or third trimester of pregnancy, coverage is extended through the postpartum care for that delivery. In all other circumstances, *you* may be able to continue seeing that *provider* for 90 days. If *you* wish to continue seeing the same provider, *you* or your doctor should contact Member Services for details.

In the absence of proper authorization for coverage at the in-network level, *you* may choose to receive services on an out-of-network basis.

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, 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.

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

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*.

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

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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.

Getting approval for benefits

Your plan includes the process of *utilization review* to decide when services are *medically necessary* or experimental/investigational as those terms are defined in this booklet. *Utilization review* aids the delivery of cost-effective health care by reviewing the use of treatments and, when proper, level of care and/or the setting or place of service that they are performed.

Certain services must be reviewed to determine medical necessity in order for *you* to get benefits. *Utilization review* criteria will be based on many sources including coverage and clinical guidelines. *Anthem* may decide that a service that was asked for is not *medically necessary* if clinically equivalent treatment that is more cost effective is available and appropriate.

If *you* have any questions about the information in this section, *you* may call the Member Services phone number on the back of your identification card.

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

- *you* must be eligible for benefits;
- premium must be paid for the time period that services are given;
- the service or supply must be a *covered service* under your plan;
- the service cannot be subject to an exclusion under your plan; and
- *you* must not have exceeded any applicable limits under your plan.

Types of reviews

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

coverage review will include a review to decide whether the service meets the definition of medical necessity or is *experimental/investigational* as those terms are defined in this booklet. For admissions following *emergency care*, you, your authorized representative or doctor must tell us within 48 hours of the admission or as soon as possible within a reasonable period of time. For childbirth admissions, precertification is not required for the first 48 hours for a vaginal delivery or 96 hours for a cesarean section. Childbirth admissions continuing beyond 48/96 hours from delivery require precertification. Continued stay admissions occur when there is a problem and/or the mother and baby are not sent home at the same time.

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

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

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

Who is responsible for precertification

Typically, in-network *providers* know which services need precertification and will get any precertification when needed. Your *primary care physician* and other in-network *providers* have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering *provider*, *facility* or attending doctor (“requesting *provider*”) will get in touch with us to ask for a precertification. However, you may request a precertification or you may choose an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older. The table below outlines who is responsible for precertification and under what circumstances.

Provider network status	Responsibility to get precertification	Comments
In-network	Provider	The <i>provider</i> must get precertification when required.
Out-of-network/ non-participating	Member	<i>Member</i> must get precertification when required. (Call Member Services.) <i>Member</i> may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and or setting is found to not be <i>medically necessary</i> .
BlueCard provider	Member (except for	Member must get precertification when required.

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Provider network status	Responsibility to get precertification	Comments
	inpatient admissions)	(Call Member Services.) Member may be financially responsible for charges/costs related to the service and/or setting in whole or in part if the service and or setting is found to not be <i>medically necessary</i> . BlueCard <i>providers</i> must obtain precertification for all inpatient admissions.
NOTE: For an <i>emergency care</i> admission, precertification is not required. However, <i>you</i> , your authorized representative or doctor must tell us within 48 hours of the admission or as soon as possible within a reasonable period of time.		

How decisions are made

We use our clinical coverage guidelines and other applicable policies and procedures to help make our medical necessity decisions. This includes decisions about *prescription drugs* as detailed in the section “Prescription drugs administered by a medical provider.” Coverage and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. We reserve the right to review and update these clinical coverage guidelines from time to time.

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

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

Type of review	Timeframe requirement for decision and notification
Urgent pre-service review	72 hours from the receipt of request
Non-urgent pre-service review	15 calendar days from the receipt of the request
Urgent concurrent/continued stay review when request is received more than 24 hours before the end of the previous authorization	24 hours from the receipt of the request
Urgent concurrent/continued stay review when request is received less than 24 hours before the end of the previous authorization or no previous authorization exists	72 hours from the receipt of the request
Non-urgent concurrent/continued stay review for ongoing outpatient treatment	15 calendar days from the receipt of the request
Post-service review	30 calendar days from the receipt of the request

If more information is needed to make our decision, we will tell the requesting *provider* of the specific information needed to finish the review. If we do not get the specific information we need by the required timeframe, we will make a decision based upon the information we have.

We will notify *you* and your *provider* of our decision as required by state and federal law. Notice may be given by one or more of the following methods: verbal, written, and/or electronic.

Important information

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

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

Just because we exempt a process, *provider* or claim from the standards which otherwise would apply, it does not mean that we will do so in the future, or will do so in the future for any other *provider*, claim or member. We may stop or change any such exemption with or without advance notice.

You may find out whether a *provider* is taking part in certain programs or provider arrangements by checking your on-line *provider* directory or contacting the Member Services number on the back of your ID card.

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

Value-added programs

We may offer health or fitness related programs to our members, through which *you* may access discounted rates from certain vendors for products and services available to the general public. Products and services available under this program are not *covered services* under your plan but are in addition to plan benefits. As such, program features are not guaranteed under your health plan contract and could be discontinued at any time. We do not endorse any vendor, product or service associated with this program. Program vendors are solely responsible for the products and services *you* receive.

Health plan individual case management

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

Our Case Management programs are confidential and voluntary and are made available at no extra cost to *you*. These programs are provided by, or on behalf of and at the request of, your health plan case

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management staff. These Case Management programs are separate from any *covered services* you are receiving.

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

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

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

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.

Voluntary clinical quality programs

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

Voluntary wellness incentive programs

We may offer health or fitness related program options for purchase by your group to help *you* achieve your best health. These programs are not *covered services* under your plan, but are separate components, which are not guaranteed under this plan and could be discontinued at any time. If your group has

selected one of these options to make available to all employees, *you* may receive incentives such as gift cards by participating in or completing such voluntary wellness promotion programs as health assessments, weight management or tobacco cessation coaching. Under other options a group may select, *you* may receive such incentives by achieving specified standards based on health factors under wellness programs that comply with applicable law. If *you* think *you* might be unable to meet the standard, *you* might qualify for an opportunity to earn the same reward by different means. *You* may contact us at the member service number on your ID card and *we* will work with *you* (and, if *you* wish, your doctor) to find a wellness program with the same reward that is right for *you* in light of your health status. (If *you* receive a gift card as a wellness reward and use it for purposes other than for qualified medical expenses, this may result in taxable income to *you*. For additional guidance, please consult your tax advisor.)

Crediting prior plan coverage

If *you* were covered by the group's prior carrier / plan immediately before the group signs up with us, with no break in coverage, then *you* will get credit for any accrued deductible and, if applicable and approved by us, out-of-pocket amounts under that other plan. This does not apply to people who were not covered by the prior carrier or plan on the day before the group's coverage with us began, or to people who join the group later.

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

If your group offers more than one of our products, and *you* change from one product to another with no break in coverage, *you* may get credit for any accrued deductible and, if applicable, out-of-pocket amounts and any maximums will be carried over and charged against maximums under this plan.

If your group offers coverage through other products or carriers in addition to ours, and *you* change products or carriers to enroll in this product with no break in coverage, *you* may get credit for any accrued deductible, out-of-pocket, and any maximums under this plan.

This section does not apply to *you* if:

- your group moves to this plan at the beginning of a benefit period;
- *you* change from one of our individual policies to a group plan;
- *you* change employers; or
- *you* are a new member of the group who joins the group after the group's initial enrollment with us.

What is covered

All benefits are subject to the terms, conditions, definitions, limitations, and exclusions described in this booklet. Only *medically necessary covered services* will be provided by Anthem. If a service is not considered *medically necessary*, you will be responsible for the charges. Additionally, we will only pay the charges incurred by you when you are actually eligible for the *covered services* received (for example, the premium has been paid by you or on your behalf).

See the **Summary of benefits** on the first page 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:

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

And one or more of the following criteria are met:

- For ground ambulance, you are taken:
 - from your home, the scene of an accident or medical emergency to a hospital;
 - between hospitals, including when we require you to move from an *out-of-network* hospital to an in-network hospital;
 - between a hospital and a *skilled nursing facility* or other approved facility.
- For air or water ambulance, you are taken:
 - from the scene of an accident or medical emergency to a hospital;
 - between hospitals, including when we require you to move from an *out-of-network* hospital to an in-network hospital
 - between a hospital and an approved *facility*.

Ambulance services are subject to medical necessity reviews by us. Emergency ground ambulance services do not require precertification and are allowed regardless of whether the provider is an in-network or out-of-network provider.

Non-emergency ambulance services are subject to medical necessity reviews by us. When using an air ambulance for non-emergency transportation, we reserve the right to select the air ambulance provider. If you do not use the air ambulance provider we select, the *out-of-network provider* may bill you for any charges that exceed the plan's *maximum allowed amount*.

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 ten. 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*.

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

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

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.

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.

Note: We provide coverage only for functional repairs. Services of a cosmetic nature, or not deemed to be functional by us, are not *covered services*.

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 Preventive care.

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, such as blood tests;
- genetic tests, when allowed by us;
- 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.

Note: 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

Covered services include:

Office visits for medical care (including second surgical opinions) to examine, diagnose, and treat an illness or injury. Benefits also include visits for shots needed for treatment (for example, allergy shots).

Home visits for medical care to examine, diagnose, and treat an illness or injury. Please note that doctor *visits* in the home are different than the “Home care services” benefit described in this booklet.

Retail health clinic care for limited basic health care services to members on a “walk-in” basis. These clinics are normally found in major pharmacies or retail stores. Health care services are typically given by physician’s assistants or nurse practitioners. Services are limited to routine care and treatment of common illnesses for adults and children.

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

Urgent care as described in "Urgent care services" later in this section.

Online visits when available in your area. *Covered services* include a medical visit with the doctor using the internet by a webcam, chat or voice. Online visits do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to doctors outside the online care panel, benefit precertification, or doctor to doctor discussions. For mental health and substance use disorder online visits, see the "Mental health and substance use disorder services" section.

Interactive telemedicine services.

Professional medical visits to an ambulatory surgery center, emergency room or hospital outpatient department.

Prescription drugs administered in the office.

Emergency room care services

If you are experiencing an emergency please call 911 or visit the nearest hospital for treatment.

Emergency services

Benefits are available in a hospital emergency room for services and supplies to treat the onset of symptoms for an emergency, which is defined below.

Emergency (emergency medical condition)

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

Emergency care

"Emergency care" means a medical or behavioral health exam done in the emergency department of a hospital, and includes services routinely available in the emergency department to evaluate an emergency medical condition. It includes any further medical or behavioral health exams and treatment required to stabilize the patient. "Stabilize" means to provide treatment that assures that no material deterioration of

the condition is likely to result from or occur during the transfer of the individual from a facility, or with respect to a pregnant woman, that the woman has delivered, including the placenta.

Medically necessary services will be covered whether you get care from an in-network or *out-of-network provider*. Emergency care you get from an *out-of-network provider* will be covered as an in-network service, but you may have to pay the difference between the *out-of-network provider's* charge and the *maximum allowed amount*, as well as any applicable *coinsurance*, *copayment* or *deductible*.

The *maximum allowed amount* for emergency care from an *out-of-network provider* will be the greatest of the following:

- The amount negotiated with in-network *providers* for the emergency service, or if more than one amount is negotiated, the median of these amounts;
- The amount for the emergency service calculated using the same method we generally use to determine payments for *out-of-network* services but substituting the in-network cost-sharing for the *out-of-network* cost-sharing; or
- The amount that would be paid under Medicare for the emergency service.

If you are admitted to the hospital from the emergency room, be sure that you or your doctor calls us as soon as possible. We will review your care to decide if a hospital stay is needed and how many days you should stay. See “Getting approval for benefits” in the **How your program works** section for more details. If you or your doctor does not call us, you may have to pay for services that are determined to be not *medically necessary*.

Treatment you get after your condition has stabilized is not emergency care. If you continue to get care from an *out-of-network provider*, *covered services* will be covered at the out-of-network level unless we agree to cover them as an authorized service.

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).

When available in your area, benefits are also available for *intensive in-home behavioral health services*. These do not require confinement to the home. These services are described in the “Mental health and substance use disorder services” section below.

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

Home private duty nurse's services

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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" later in this section 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*.

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.

Note: 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.

Note: 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*. See the section, "Prescription drugs administered by a medical provider" for more details.

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*.

Note: See "If your family changes" in the **Changing your coverage** section for details on when and how to enroll a newborn.

Your benefits include:

- use of the delivery room and care for normal deliveries;

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- 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, postnatal and postpartum care services for pregnancy and complications of pregnancy for which hospitalization is necessary;
- home care services for postnatal care;
- initial examination of a newborn and circumcision of a covered male dependent;
- services for interruption of pregnancy only when the life of the mother is endangered; 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;
- services for the evaluation and treatment of infertility for you or your covered spouse. Artificial insemination benefits are limited to four procedures per lifetime.

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

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*:

- 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; and
- splints.

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

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* card feature 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 drug benefit at a retail or home delivery (mail order) pharmacy."

Injectable medications

Your coverage includes benefits for self-administered injectable medications obtained through a retail pharmacy or administered by a *participating provider*. Please see “Prescription drugs administered by a medical provider” and “Prescription drug benefit at a retail or home delivery (mail order) pharmacy” at the end of **What is covered** for detailed information.

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. All members 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.

Covered services include the following:

- **Inpatient Services** in a hospital or any facility that we must cover per state law. Inpatient benefits include individual psychotherapy, group psychotherapy, psychological testing, counseling with family members to assist with the patient’s diagnosis and treatment, electroconvulsive therapy, detoxification, and rehabilitation.
- **Residential Treatment** which is specialized 24-hour treatment in a licensed residential treatment center or intermediate care facility. It offers individualized and intensive treatment and includes:
 - observation and assessment by a physician weekly or more often,
 - rehabilitation, therapy, and education.
- **Outpatient services** including office *visits*, therapy and treatment, *partial hospitalization/day* treatment programs, intensive outpatient programs and (when available in your area) *intensive in-home behavioral health services*. *Covered services* include individual psychotherapy, group psychotherapy, psychological testing and medication management *visits* (*visits* to your physician to make sure that the medication *you* are taking for a mental health or substance use disorder is working and the dosage is right for *you*).
- **Online visits** when available in your area. *Covered services* include a medical *visit* with the doctor using the internet by a webcam, chat or voice. Online visits do not include reporting normal lab or other test results, requesting office visits, getting answers to billing, insurance coverage or payment questions, asking for referrals to doctors outside the online care panel, benefit precertification, or doctor to doctor discussions.

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

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

Mental Health Parity and Addiction Equity Act

The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance use disorder benefits with day or *visit* limits on medical and surgical benefits. In general, group health plans offering mental health and substance use disorder benefits cannot set *day/visit* limits on mental health or substance use disorder benefits that are lower than any such day or *visit* limits for medical and surgical benefits. A plan that does not impose day or *visit* limits on medical and surgical benefits may not impose such day or *visit* limits on mental health and substance use disorder benefits offered under the plan. Also, the Plan may not impose *deductibles, copayment, coinsurance*, and out of pocket expenses on mental health and substance use disorder benefits that are more restrictive than *deductibles, copayments, coinsurance* and out-of-pocket expenses applicable to other medical and surgical benefits.

Preventive care

Preventive care includes screenings and other services are covered for adults and children. All recommended preventive services will be covered as required by the Affordable Care Act (ACA) and applicable state law. This means many preventive care services are covered with no *deductible, copayments* or *coinsurance* when you use an in-network provider.

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

Covered services fall under the following broad groups:

1. Services with an “A” or “B” rating from the United States Preventive Services Task Force. Examples include 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 listed in the guidelines supported by the Health Resources and Services Administration (including infant hearing screening);
4. Preventive care and screening for women as listed in the guidelines supported by the Health Resources and Services Administration, including:
 - women’s contraceptives including all Food and Drug Administration (FDA)-approved contraceptive methods, sterilization treatments, 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. Multi-source *brand drugs* will be covered as a preventive care benefit when *medically necessary* according to your attending provider, otherwise they will be covered under the “Prescription drug benefit at a retail or home delivery (mail order) pharmacy.”

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

- breastfeeding support, supplies, and counseling. 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*, including BRCA screenings.
5. Preventive care services for tobacco cessation for Members age 18 and older as recommended by the United States Preventive Services Task Force including:
- counseling
 - *prescription drugs*
 - nicotine replacement therapy products when prescribed by a *provider*, including over the counter (OTC) nicotine gum, lozenges and patches.

Prescription drugs and OTC items are limited to no more than a 180-day supply per 365 days.

6. *Prescription drugs* and OTC items identified as an A or B recommendation by the United States Preventive Services Task Force when prescribed by a *provider* including:
- aspirin
 - folic acid supplement
 - vitamin D supplement
 - bowel preparations

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

7. Counseling services related to general nutrition.

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

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 annual Pap tests including coverage for testing performed by any FDA-approved gynecologic cytology screening technologies;
- routine annual prostate specific antigen testing and digital rectal exams for male enrollees age 40 and older.

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.

Smoking cessation

Please see "Prescription drug benefit at a retail or home delivery (mail order) pharmacy" later in this booklet.

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.

Sterilization services

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

Surgery

General surgery

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

Important note about hysterectomy admissions: 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.

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). Such coverage shall have durational limits, dollar limits, deductibles, copayments and coinsurance factors that are no less favorable than for physical illness generally. 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.

Important note about mastectomy admissions: 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.

Oral surgery

Benefits are limited to certain oral surgeries including:

- surgical removal of impacted wisdom teeth;

- 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.

Note: 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. It does not include services from masseurs or masseuses (massage therapists) at spas or health clubs.

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.

Urgent care services

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

Benefits for urgent care may include:

- x-ray services;
- tests such as flu, urinalysis, pregnancy test, rapid strep;
- lab services;
- stitches for simple cuts; and
- draining an abscess.

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.

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.

Prescription drugs administered by a medical provider

Your plan covers *prescription drugs*, including specialty drugs that must be administered to *you* as part of a doctor's *visit*, home care *visit*, or at an outpatient facility when they are *covered services*. This may include drugs for infusion therapy, chemotherapy, blood products, certain injectables, and any drug that must be administered by a *provider*. This section applies when a provider orders the drug and a medical provider administers it to *you* in a medical setting.

Benefits for *drugs* that *you* inject or get through your *pharmacy* (i.e., self-administered *drugs*) are not covered under this section. Benefits for those *drugs* are described in the "Prescription drug benefit at a retail or home delivery (mail order) pharmacy" section.

Important details about prescription drug coverage

Your plan includes certain features to determine when *prescription drugs* should be covered, which are described below. As part of these features, your prescribing doctor may be asked to give more details before we can decide if the drug is eligible for coverage. In order to determine if the *prescription drug* is eligible for coverage, we have established criteria.

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

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

Precertification

Precertification may be required for certain *prescription drugs* to help make sure proper use and guidelines for *prescription drug* coverage are followed. We will give the results of our decision to both *you* and your provider.

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

If precertification is denied, *you* have the right to file a grievance as outlined in "Grievance/appeal and external review procedures" section of this booklet.

Designated pharmacy provider

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

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

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

If *you* are required to use a Designated Pharmacy Provider and *you* choose not to obtain your prescription drug from a Designated Pharmacy Provider, coverage will be provided at the out-of-network level.

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

Therapeutic substitution

Therapeutic substitution is an optional program that tells *you* and your doctors about alternatives to certain prescribed drugs. We may contact *you* and your doctor to make *you* aware of these choices. Only *you* and your doctor can determine if the therapeutic substitute is right for *you*. For questions or issues about therapeutic drug substitutes, call Member Services at the phone number on the back of your identification card.

Prescription drug benefit at a retail or home delivery (mail order) pharmacy

Your plan also includes benefits for *prescription drugs* *you* get at a retail or mail order *pharmacy*. We use a Pharmacy Benefits Manager (PBM) to manage these benefits. The PBM has a network of retail *pharmacies*, a home delivery (mail order) *pharmacy*, and a specialty *pharmacy*. The PBM works to make sure *drugs* are used properly. This includes checking that prescriptions are based on recognized and appropriate doses and checking for *drug* interactions or pregnancy concerns.

Please note: Benefits for *prescription drugs*, including *specialty drugs*, which are administered to *you* by a medical provider in a medical setting (e.g., doctor's office visit, home care visit, or *outpatient* facility) are covered under the "Prescription drugs administered by a medical provider" benefit. Please read that section for important details.

Prescription drug benefits

Prescription drug benefits may require prior authorization to determine if your drugs should be covered. Your in-network pharmacist will be told if prior authorization is required and if any additional details are needed for us to decide benefits.

Prior authorization

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

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

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

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

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

If prior authorization is denied, *you* have the right to file a grievance as outlined in the “Grievance/appeal and external review procedures” section of this booklet.

Covered prescription drugs

To be a *covered service*, *prescription drugs* must be approved by the Food and Drug Administration (FDA) and, under federal law, require a prescription. *Prescription drugs* must be prescribed by a licensed *provider* and *you* must get them from a licensed *pharmacy*. Controlled substances must be prescribed by a licensed provider with an active DEA license.

Benefits are available for the following:

- prescription legend *drugs* from either a retail *pharmacy* or the PBM’s home delivery *pharmacy*;
- specialty drugs;

- self-administered *drugs*. These are *drugs* that do not need administration or monitoring by a *provider* in an office or facility. Injectable and infused *drugs* that need *provider* administration and/or supervision are covered under the “Prescription drugs administered by a medical provider” benefit;
- oral chemotherapy drugs when administration or monitoring by a *provider* or in an office or a facility is not required;
- self-injectable insulin and supplies and equipment used to administer insulin;
- self-administered contraceptives, including oral contraceptive *drugs*, self-injectable contraceptive *drugs*, contraceptive patches, and contraceptive rings. Coverage is also provided for up to a 12-month supply of FDA-approved, self-administered *hormonal contraceptives*, when dispensed or furnished at one time by a *provider* or pharmacist, or at a location licensed or otherwise authorized to dispense *drugs* or supplies. Certain contraceptives are covered under the “Preventive care” benefit. Please see that section for more details;
- special food products or supplements when prescribed by a doctor if *we* agree they are *medically necessary*;
- flu shots (including administration). These will be covered under the “Preventive care” benefit.
- immunizations (including administration) required by the “Preventive care” benefit.
- immunizations administered by a licensed pharmacist as allowed by law.
- *prescription drugs* that help you stop smoking or reduce *your* dependence on tobacco products. These drugs will be covered under the “Preventive care” benefit;
- compound drugs when a commercially available dosage form of a *medically necessary* medication is not available, all the ingredients of the compound drug are FDA-approved as designated in the FDA’s Orange Book: Approved Drug Products with Therapeutic Equivalence Evaluations, require a prescription to dispense, and are not essentially the same as an FDA-approved product from a drug manufacturer. Non-FDA approved, non-proprietary, multisource ingredients that are vehicles essential for compound administration may be covered.
- FDA-approved smoking cessation products, including over the counter nicotine replacement products, when obtained with a prescription for a *member* age 18 or older. These products will be covered under the “Preventive care” benefit.
- *Prescription drugs* used to treat infertility.
- *Prescription drugs* used to treat sexual or erectile dysfunctions or inadequacies.

We 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.

Benefits will not be denied for any drug prescribed, on an inpatient or outpatient basis, to treat a covered indication so as long as the drug has been approved by the United States Food and Drug Administration for at least one indication and the drug is recognized for treatment of the covered indication in one of the standard reference compendia or in substantially accepted peer-reviewed medical literature.

Additionally, benefits will not be denied for any drug, prescribed on an inpatient or outpatient basis, approved by the United States Food and Drug Administration for use in the treatment of cancer on the basis that the drug has not been approved by the United States Food and Drug Administration for the treatment of specific type of cancer for which the drug has been prescribed, provided the drug has been recognized as safe and effective for treatment of that specific type of cancer in any of the standard reference compendia.

Please see “Experimental/investigative” in the **Definitions** section for additional information about the exception criteria and requirements for these coverage situations.

Important note: If we determine that *you* may be using *prescription drugs* in a harmful or abusive manner, or with harmful frequency, your selection of in-network *pharmacies* may be limited. If this happens, we may require *you* to select a single in-network *pharmacy* that will provide and coordinate all future *pharmacy* services. Benefits will only be paid if *you* use the single in-network pharmacy. We will contact *you* if we determine that use of a single in-network *pharmacy* is needed and give *you* options as to which in-network *pharmacy* *you* may use. If *you* do not select one of the in-network pharmacies we offer within 31 days, we will select a single in-network pharmacy for *you*. If *you* disagree with our decision, *you* may ask us to reconsider it as outlined in the “Grievance/Appeal Process” section of this booklet.

In addition, if we determine that *you* may be using controlled substance prescription drugs in a harmful or abusive manner, or with harmful frequency, your selection of in-network providers for controlled substance prescriptions may be limited. If this happens, we may require *you* to select a single in-network provider that will provide and coordinate all controlled substance prescriptions. Benefits for controlled substance prescriptions will only be paid if *you* use the single in-network provider. We will contact *you* if we determine that use of a single in-network provider is needed and give *you* options as to which in-network provider *you* may use. If *you* do not select one of the in-network providers we offer within 31 days, we will select a single in-network provider for *you*. If *you* disagree with our decision, *you* may ask us to reconsider it as outlined in the “Grievance/appeal and external review procedures” section of this booklet.

Where you can get prescription drugs

In-network pharmacy

You can visit one of the local retail *pharmacies* in our network. Give the *pharmacy* the prescription from your doctor and your identification card and they will file your claim for *you*. *You* will need to pay any *copayment*, *coinsurance*, and/or *deductible* that applies when *you* get the drug. If *you* do not have your identification card, the *pharmacy* will charge *you* the full retail price of the prescription and will not be able to file the claim for *you*. *You* will need to ask the *pharmacy* for a detailed receipt and send it to us with a written request for payment.

Specialty pharmacy

If *you* need a *specialty drug*, *you* or your doctor should order it from the PBM’s specialty *pharmacy*. We keep a list of *specialty drugs* that may be covered based upon clinical findings from the *pharmacy and therapeutics (P&T) process*, and where appropriate, certain clinical economic reasons. This list will change from time to time. We may require *you* or your doctor to order certain *specialty drugs* from the PBM’s specialty pharmacy.

When *you* use the PBM’s specialty *pharmacy*, its patient care coordinator will work with *you* and your doctor to get prior authorization and to ship your *specialty drugs* to your home or your preferred address. Your patient care coordinator will also tell *you* when it is time to refill your prescription.

You can get the list of covered *specialty drugs* by calling Member Service at the phone number on the back of your identification card or check our website at www.anthem.com.

Home delivery pharmacy

The PBM also has a home delivery *pharmacy* which lets *you* get certain *drugs* by mail if *you* take them on a regular basis. *You* will need to contact the PBM to sign up when *you* first use the service. *You* can mail written prescriptions from *your* doctor or have *your* doctor send the prescription to the home delivery *pharmacy*. *Your* doctor may also call the home delivery *pharmacy*. *You* will need to send in any *copayments*, *deductible*, or *coinsurance* amounts that apply when *you* ask for a prescription or refill.

Out-of-network pharmacy

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

- name and address of the out-of-network pharmacy;
- patient's name;
- prescription number;
- date the prescription was filled;
- name of the drug;
- cost of the drug;
- quantity (amount) of each covered drug or refill dispensed.

You must pay the full price of the drug. Reimbursement to *you* is based on the *maximum allowed amount* as determined by our normal or average contracted rate with network *pharmacies* on or near the date of service.

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 an out-of-network pharmacy when the out-of-network pharmacy or its intermediary has previously notified the PBM of its agreement to accept reimbursement for its services at rates applicable to in-network pharmacies 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 an in-network pharmacy. Note, however, that this paragraph shall not apply to any *pharmacy* which does not execute a participating pharmacy agreement with the PBM or its designee within thirty days of being requested to do so in writing by the PBM, unless and until the *pharmacy* executes and delivers the agreement.

Prescription drug list

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

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

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

You may request a copy of the covered prescription drug list by calling the Member Services telephone number on the back of your identification card or visiting our website at www.anthem.com. The covered prescription drug list is subject to periodic review and amendment. Inclusion of a drug or related item on the covered prescription drug list is not a guarantee of coverage.

There are two exceptions to the formulary requirement:

- You may obtain coverage without additional cost sharing beyond that which is required of formulary *prescription drugs* for a non-formulary drug if we determine, after consultation with the prescribing physician, that the formulary drugs are inappropriate for your condition; or
- You may obtain coverage without additional cost sharing beyond that which is required of formulary *prescription drugs* for a non-formulary drug if:
- You have been taking or using the non-formulary *prescription drug* for at least six months prior to its exclusion from the formulary; and
- The prescribing physician determines that either the formulary drugs are inappropriate therapy for your condition, or that changing drug therapy presents a significant health risk.

Additional features of your prescription drug pharmacy benefit

Day supply and refill limits

Certain day supply limits apply to prescription drugs as listed in the **Summary of benefits**. In most cases, *you* must use a certain amount of your prescription before it can be refilled. In some cases, we may let *you* get an early refill. For example, we may let *you* refill your prescription early if it is decided that *you* need a larger dose. We will work with the *pharmacy* to decide when this should happen.

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

Therapeutic substitution

Therapeutic substitution is an optional program that tells *you* and your doctors about alternatives to certain prescribed drugs. We may contact *you* and your doctor to make *you* aware of these choices. Only *you* and your doctor can determine if the therapeutic substitute is right for *you*. For questions or issues about therapeutic drug substitutes, call Member Services at the phone number on the back of your identification card.

Split fill dispensing program

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

are included under this program have been identified as requiring more frequent follow up to monitor response to treatment and potential reactions or side-effects. *You* can access the list of these *prescription drugs* by calling the toll-free number on your member ID card or log on to the website at www.anthem.com.

Special programs

Except when prohibited by federal regulations (such as HSA rules), from time to time *we* may offer programs to support the use of more cost-effective or clinically effective *prescription drugs* including generic drugs, home delivery drugs, over the counter drugs or preferred products. Such programs may reduce or waive *copayments* or *coinsurance* for a limited time.

What 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**.

Your coverage does not include benefits for **applied behavioral treatment** (including, but not limited to, applied behavior analysis and intensive behavior interventions) for all indications except as described under “Autism services” in the **What is covered** section unless otherwise required by law.

B

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

C

Your coverage does not include **complications of/or services related to non-covered services** including services, supplies, or treatment related to or, for problems directly related to a service that is not covered by this plan. Directly related means that the care took place as a direct result of the non-covered service and would not have taken place without the non-covered service.

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.

Your coverage does not include benefits for, or related to **cosmetic services**, including treatments, services, *prescription drugs*, equipment, or supplies given for cosmetic services. Cosmetic services are meant to preserve, change, or improve how *you* look or are given for social reasons. No benefits are available for surgery or treatments to change the texture or look of your skin or to change the size, shape or look of facial or body features (such as your nose, eyes, ears, cheeks, chin, chest or breasts).

This exclusion does not apply to:

- surgery or procedures to correct deformity caused by disease, trauma, or previous therapeutic process.
- surgery or procedures to correct congenital abnormalities that cause functional impairment.
- surgery or procedures on newborn children to correct congenital abnormalities.

Your coverage does not include benefits for certain *prescription drugs* if *you* could use a **clinically equivalent** drug, unless required by law. “Clinically equivalent” means drugs that for most members, will give *you* similar results for a disease or condition. If *you* have questions about whether a certain

drug is covered and which drugs fall into this group, please call the number on the back of your identification card, or visit our website at www.anthem.com. If *you* or your doctor believes *you* need to use a different *prescription drug*, please have your doctor or pharmacist get in touch with us. We will cover the other *prescription drug* only if we agree that it is *medically necessary* and appropriate over the clinically equivalent drug. We will review benefits for the *prescription drug* from time to time to make sure the drug is still *medically necessary*.

D

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

- shortening or lengthening of the mandible or maxillae for cosmetic purposes;
- surgical correction of malocclusion or mandibular retrognathia unless such condition creates significant functional impairment that cannot be corrected with orthodontic services;
- dental appliances required to treat TMJ pain dysfunction syndrome or correct malocclusion or mandibular retrognathia;
- medications to treat periodontal disease;
- treatment of natural teeth due to diseases;
- treatment of natural teeth due to accidental injury unless you submitted a treatment plan to us for prior approval. No approval of a plan of treatment by us is required for emergency treatment of a dental injury;
- biting and chewing related injuries unless the biting or chewing results from a medical or mental condition;
- restorative services and supplies necessary to promptly repair, remove, or replace sound natural teeth, unless required to treat an accidental injury;
- anesthesia and hospitalization for dental procedures and services except as specified in the **What is covered** section of this booklet;
- 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; or
- periodontal care, prosthodontal care or orthodontic care.

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

Your coverage does not include benefits for **delivery charges** for the delivery of *prescription drugs*.

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).

Your coverage does not include **drugs** administered by a medical provider in the following circumstances:

- drugs given to *you* or prescribed in a way that is against approved medical and professional standards of practice;
- drugs which are over any quantity or age limits set by the plan or us;
- drugs in amounts over the quantity prescribed, or for any refill given more than one year after the date of the original prescription order;

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- drugs prescribed by a provider that does not have the necessary qualifications, registrations, and/or certifications, as determined by *Anthem*;
- drugs that do not need a prescription by federal law (including drugs that need a prescription by state law, but not by federal law), except for injectable insulin.

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 preventive care *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 the interruption of pregnancy except when the life of the mother is endangered;
- 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); 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, orthopedic shoes or footwear or support items unless used for a systemic illness affecting the lower limbs, such as severe diabetes;
- 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 **gene therapy** as well as any drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

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 exams to prescribe or fit hearing aids, unless listed as covered in this booklet. This exclusion does not apply to cochlear implants.

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 in the **What is covered** section of this book.

L

Your coverage does not include refills of **lost or stolen drugs**.

M

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Your coverage does not include benefits for **medical equipment (durable), appliances, devices, and supplies** as outlined below:

- items that have both a non-therapeutic and therapeutic use, including but not limited to exercise equipment; air conditioners, dehumidifiers, humidifiers, and purifiers; hypoallergenic bed linens, bed boards; whirlpool baths; handrails, ramps, elevators, and stair glides; telephones; adjustments made to a vehicle; foot orthotics; and changes made to a home or place of business;
- replacement or repair of purchased or rental equipment because of misuse, abuse, or loss/theft;
- surgical supports, corsets, or articles of clothing unless needed to recover from surgery or injury;
- non-medically necessary enhancements to standard equipment and devices; and
- supplies, equipment and appliances that include comfort, luxury, or convenience items or features that exceed what is *medically necessary* in your situation. Reimbursement will be based on the *maximum allowed amount* for a standard item that is a *covered service*, serves the same purpose, and is *medically necessary*. Any expense that exceeds the *maximum allowed amount* for the standard item which is a *covered service* is your responsibility.

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

- 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.
- 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.

N

Your coverage does not include benefits for **nutrition** counseling and related services, except when provided as part of diabetes education, for the treatment of an eating disorder, or when received as part of a covered preventive care *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 **off label use**, unless we must cover it by law or we approve it. The exception to this exclusion is described in “Covered prescription drugs” in the “Prescription drug benefit at a retail or home delivery (mail order) pharmacy” section.

Your coverage does not include benefits for **organ** or tissue transplants, including complications caused by them, except as outlined in the **What is covered** section of this book.

P

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

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

R

Your coverage does not include benefits for **residential accommodations** to treat medical or behavioral health conditions, except when provided in a hospital, hospice, skilled nursing facility, or residential treatment center. This exclusion includes procedures, equipment, services, supplies or charges for the following:

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

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 **routine physicals and immunizations** required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, which are not required by law under the "Preventive care" benefit.

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*;
- services received from providers not licensed by law to provide covered services defined in this booklet. Examples include masseurs or masseuses (massage therapists), physical therapist technicians, and athletic trainers;
- 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 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 services or supplies to treat **sexual dysfunction** (male and female sexual problems). This includes 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**, such as audio-only telephone conversations, electronic mail message, or fax transmissions, or online questionnaires.

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;
- 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;
- 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 plan does not cover **waived cost-shares** out-of-network for any service for which *you* are responsible under the terms of this plan to pay a *copayment*, *coinsurance* or *deductible*, and the *copayment*, *coinsurance* or *deductible* is waived by an *out-of-network provider*.

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.

What's not covered under your prescription drug retail or home delivery (mail order) pharmacy benefit

In addition to the above exclusions, certain items are not covered under the prescription drug retail or home delivery (mail order) pharmacy benefit:

Administration charges - Charges for the administration of any drug except for covered immunizations as approved by us or the PBM.

Charges not supported by medical records. Charges for services not described in your medical records.

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

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

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

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

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

Drugs given at the provider's office/facility - Drugs *you* take at the time and place where *you* are given them or where the prescription order is issued. This includes samples given by a doctor. This exclusion does not apply to drugs used with a diagnostic service, drugs given during chemotherapy in the office or drugs covered under the medical supplies benefit – they are *covered services*.

Drugs not on the Anthem prescription drug list (a formulary). *You* can get a copy of the list by calling us or visiting our website at www.anthem.com. If *you* or your doctor believes *you* need a certain *prescription drug* not on the list, please refer to the "Prescription drug list" in the "Prescription drug benefit at a retail or home delivery (mail order) pharmacy" for details on requesting an exception.

Drugs that do not need a prescription. Drugs that do not need a prescription by federal law (including drugs that need a prescription by state law, but not by federal law), except for injectable insulin.

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Drugs over quantity or age limits. Drugs which are over any quantity or age limits set by the plan or us.

Drugs over the quantity prescribed or refills after one year. Drugs in amounts over the quantity prescribed, or for any refill given more than one year after the date of the original prescription order.

Drugs prescribed by providers lacking qualifications/registrations/certifications. *Prescription drugs* prescribed by a provider that does not have the necessary qualifications, registrations and/or certifications as determined by *Anthem*.

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

Gene therapy. Gene therapy as well as any drugs, procedures, health care services related to it that introduce or is related to the introduction of genetic material into a person intended to replace or correct faulty or missing genetic material.

Items covered as durable medical equipment (DME). Therapeutic DME, devices and supplies except peak flow meters, spacers, and blood glucose monitors. Items not covered under the *prescription drug* benefit at a retail or home delivery (mail order) pharmacy benefit may be covered under the medical equipment (durable) and medical devices, prosthetics, and appliances benefit. Please see that section for details.

Items covered under the medical supplies and medications benefit. Allergy desensitization products or allergy serum. While not covered under the “Prescription drugs at a retail pharmacy or home delivery (mail service) pharmacy” benefit, these items may be covered under the “Medical supplies and medications” benefit. Please see that section for details.

Lost or stolen drugs or refills of lost or stolen drugs.

Mail order providers other than the PBM’s home delivery mail order provider. *Prescription drugs* dispensed by any mail order provider other than the PBM’s home delivery mail order provider, unless we must cover them by law.

Non-approved drugs. Drugs not approved by the FDA.

Non-medically necessary services. Services we conclude are not *medically necessary*. This includes services that do not meet our medical policy, clinical coverage, or benefit policy guidelines.

Nutritional or dietary supplements. Nutritional and/or dietary supplements, except as described in this booklet or that we must cover by law. This exclusion includes, but is not limited to, nutritional formulas and dietary supplements that *you* can buy over the counter and those *you* can get without a written prescription or from a licensed pharmacist.

Off label use, unless we must cover the use by law or if we, or the PBM, approve it. The exception to this exclusion is described in “Covered prescription drugs” in the **Prescription drug benefit at a retail or home delivery (mail order) pharmacy** section.

Onychomycosis drugs. Drugs for onychomycosis (toenail fungus), except when we allow it to treat members who are immune-compromised or diabetic.

Over-the-counter items. Drugs, devices and products that are permitted to be dispensed without a prescription and available over the counter.

Syringes. Hypodermic syringes except when given for use with insulin and other covered self-injectable drugs and medicine.

Weight loss drugs. Any drug mainly used for weight loss.

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*. The calendar year *deductible* amount may be offset by dollars in your health account. See the **Summary of benefits** section of this booklet for the amount of your calendar year *deductible* and your health account.

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

Deductibles and *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

Deductibles and *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.

Note: The in-network and out-of-network out-of-pocket expense limits accumulate to one another, and amounts applied to one will apply to the other.

What does not count toward these limits

Cost sharing amounts for covered essential health benefits (defined by federal law) will always count toward these limits. However, 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 "Inter-Plan Arrangements" later in this 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.

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.

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

Unlike participating providers, non-participating providers may send you a bill and collect for the amount of the provider’s charge that exceeds our *maximum allowed amount*. You are responsible for paying the difference between the *maximum allowed amount* and the amount the provider charges. This amount can be significant. Choosing a participating provider will likely result in lower out-of-pocket costs to you. Please call Member Services for help in finding a participating provider or visit our website at www.anthem.com.

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 booklet 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.

We and/or our designated *pharmacy benefits manager* may receive discounts, rebates, or other funds from drug manufacturers, wholesalers, distributors, and/or similar vendors, which may be related to certain *prescription drug* purchases under this benefit booklet and which positively impact the cost effectiveness of *covered services*. These amounts are retained by us. These amounts will not be applied to your deductible, if any, or taken into account in determining your copayment or coinsurance.

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.

Note: 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, 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.

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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.

Payment innovation programs

We pay in-network providers through various types of contractual arrangements. Some of these arrangements – Payment innovation program(s) – may include financial incentives to help improve quality of care and promote the delivery of health care services in a cost-efficient manner.

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

The programs are not intended to affect your access to health care. The program payments are not made as payment for specific *covered services* provided to *you*, but instead, are based on the in-network provider's achievement of these pre-defined standards. *You* are not responsible for any *copayment* or *coinsurance* amounts related to payments made by us or to us under the program(s), and you do not share in any payments made by network providers to us under the program(s).

Care coordination

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

Program incentives

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

Claims review

Anthem has processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. Members seeking services from *out-of-network providers* could be balanced billed by the *out-of-network provider* for those services that are determined to be not payable as a result of these review processes. A claim may also be determined to be not payable due to a provider's failure to submit medical records with the claims that are under review in these processes.

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*.

Inter-Plan Arrangements

Out-of-area services

Overview

We have a variety of relationships with other Blue Cross and/or Blue Shield licensees. Generally, these relationships are called "Inter-Plan Arrangements." These Inter-Plan Arrangements work based on rules and procedures issued by the Blue Cross and Blue Shield Association ("Association"). Whenever *you* access healthcare services outside the geographic area *we* serve (the "*Anthem service area*"), the claim for those services may be processed through one of these Inter-Plan Arrangements. The Inter-Plan Arrangements are described below.

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When you receive care outside of the *Anthem service area*, you will receive it from one of two kinds of providers. Most providers (“participating providers”) contract with the local Blue Cross and/or Blue Shield Plan in that geographic area (“Host Blue”). Some providers (“non-participating providers”) don’t contract with the Host Blue. We explain below how we pay both kinds of providers.

Inter-Plan Arrangements eligibility – claim types

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

A. BlueCard® Program

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

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

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

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

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

B. Negotiated (non–BlueCard Program) arrangements

With respect to one or more Host Blues, instead of using the BlueCard Program, *Anthem* may process your claims for *covered services* through negotiated arrangements for national accounts.

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

C. Special cases: value-based programs

BlueCard® Program

If you receive *covered services* under a Value-Based Program inside a Host Blue’s *service area*, you will not be responsible for paying any of the provider incentives, risk-sharing, and/or care coordinator fees that

are a part of such an arrangement, except when a Host Blue passes these fees to *Anthem* through average pricing or fee schedule adjustments. Additional information is available upon request.

Value-based programs: negotiated (non–BlueCard Program) arrangements

If *Anthem* has entered into a negotiated arrangement with a Host Blue to provide Value-Based Programs to the employer on your behalf, *Anthem* will follow the same procedures for Value-Based Programs administration and care coordinator fees as noted above for the BlueCard Program.

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

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

E. Non-participating Providers Outside Our Service Area

1. Allowed Amounts and Member Liability Calculation

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

2. Exceptions

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

F. Blue Cross Blue Shield Global Core® Program

If *you* plan to travel outside the United States, call Member Services to find out your Blue Cross Blue Shield Global Core benefits. Benefits for services received outside of the United States may be different from services received in the United States.

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

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

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Please refer to the **How your program works** section in this booklet for further information.

You can learn how to get preauthorization when *you* need to be admitted to the hospital for emergency or non-emergency care.

How claims are paid with Blue Cross Blue Shield Global Core

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

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

- doctors services;
- inpatient hospital care not arranged through Blue Cross Blue Shield Global Core; and
- outpatient services.

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

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

- call the Blue Cross Blue Shield Global Core Service Center at the numbers above; or
- online at www.bcbsglobalcore.com.

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

When you 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 Member Services 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 timeframe 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. 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;

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- 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.

Right of recovery and adjustment

Whenever payment has been made in error, we will have the right to recover such payment from you or, if applicable, the provider or otherwise make appropriate adjustment to claims. In most instances such recovery or adjustment activity shall be limited to the calendar year in which the error is discovered.

We have oversight responsibility for compliance with provider and vendor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a provider or vendor resulting from these audits if the return of the overpayment is not feasible. Additionally, we have established recovery and adjustment policies to determine which recoveries and adjustments are to be pursued, when to incur costs and expenses and settle or compromise recovery or adjustment amounts. We will not pursue recoveries for overpayments or adjustments for underpayments if the cost of the activity exceeds the overpayment or underpayment amount. We may not give *you* notice of overpayments made by us or *you* if the recovery method makes providing such notice administratively burdensome.

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.

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:

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- 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.

The preceding paragraph does not apply to claims for *outpatient prescription drugs* provided by a pharmacy when Medicare Part D provides the covered person's primary prescription drug coverage. See the following section for more information.

How prescription drug benefits are coordinated when Medicare Part D is primary

If Medicare Part D provides your primary coverage for *outpatient prescription drugs* provided by a pharmacy, we first calculate the amount that would have been payable had this health plan been primary. We then pay a secondary benefit up to that amount, in order to reduce any amount you had to pay out of pocket under Medicare Part D. The benefit we pay is limited to the lesser of the amount you paid out-of-pocket under Medicare Part D or the amount this health plan would have paid if it had been primary.

Subrogation and reimbursement

These provisions apply when the plan pays benefits as a result of injuries or illnesses you sustained and you have a right to a recovery or have received a recovery from any source. A "recovery" includes, but

is not limited to, monies received from any person or party, any person's or party's liability insurance, uninsured/underinsured motorist proceeds, worker's compensation insurance or fund, "no-fault" insurance and/or automobile medical payments coverage, whether by lawsuit, settlement or otherwise. Regardless of how you or your representative or any agreements characterize the money you receive as a recovery, it shall be subject to these provisions.

Subrogation

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

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

Reimbursement

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

- *You* must promptly reimburse the plan from any recovery to the extent of benefits the plan paid on your behalf regardless of whether the payments you receive make you whole for your losses, illnesses and/or injuries.
- Notwithstanding any allocation or designation of your recovery (e.g., pain and suffering) made in a settlement agreement or court order, the plan shall have a right of full recovery, in first priority, against any recovery. Further, the plan's rights will not be reduced due to your negligence.

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

Your duties

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

When you are covered by more than one health plan - 71

- *You* must promptly notify the plan if you retain an attorney or if a lawsuit is filed on your behalf.
- *You* must immediately notify the plan if a trial is commenced, if a settlement occurs or if potentially dispositive motions are filed in a case.

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

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

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

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

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. For information on spousal eligibility, please contact your group administrator;
- 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 family

When you may enroll

You may enroll:

- **During the initial enrollment period**
The member may enroll any eligible dependents by completing an application to be sent to us by the employer. No person whose coverage has been terminated for cause, as described in the fifth and seventh dot points in “Reasons for termination“ in the **After coverage ends** section is eligible to re-enroll.
- **Within 31 days after becoming eligible**
Your *effective date* will be determined by your employer in accordance with its eligibility requirements.
- **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. The *effective date* of your coverage change will be determined by your employer in accordance with its eligibility requirements.

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, in accordance with grace period provisions. 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. . 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. Your family members are also eligible for an individual policy through *Anthem*.

Reasons for termination

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

- When the agreement between the group and us terminates. If your coverage is through an association, your coverage will terminate when the agreement between the association and us terminates, or when your group leaves the association. It will be the group's responsibility to notify *you* of the termination of coverage.
- If you choose to terminate your coverage.
- If *you* or your dependents cease to meet the eligibility requirements of the plan, subject to any applicable continuation requirements under federal or state law. If *you* cease to be eligible, the group

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and/or *you* must notify us immediately. The group and/or *you* shall be responsible for payment for any services incurred by *you* after *you* cease to meet eligibility requirements.

- If *you* elect coverage under another carrier's health benefit plan, which is offered by the group as an option instead of this plan, subject to the consent of the group. The group agrees to immediately notify us that *you* have elected coverage elsewhere.
- If *you* perform an act, practice, or omission that constitutes fraud or make an intentional misrepresentation of material fact, as prohibited by the terms of your plan, your coverage and the coverage of your dependents can be retroactively terminated or rescinded. A rescission of coverage means that the coverage may be legally voided back to the start of your coverage under the plan, just as if *you* never had coverage under the plan. *You* will be provided with a 31 calendar day advance notice with appeal rights before your coverage is retroactively terminated or rescinded. *You* are responsible for paying us for the cost of previously received services based on the *maximum allowed amount* for such services, less any *copayments* made or premium paid for such services. If your coverage is rescinded, we will make an equitable adjustment of premium to your group, taking into account benefits that may have been paid. Please see your group concerning any refund to which *you* may be entitled.
- If *you* fail to pay or fail to make satisfactory arrangements to pay *your* portion of the premium, we may terminate *your* coverage and may also terminate the coverage of *your* dependents.
- If *you* permit the use of your or any other member's plan identification card by any other person; use another person's identification card; or use an invalid identification card to obtain services, *you* will cease to be eligible and your coverage will terminate immediately upon our written notice to the group. Anyone involved in the misuse of a plan identification card will be liable to and must reimburse us for the *maximum allowed amount* for services received through such misuse.

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

Removal of members

Upon written request through the group, *you* may cancel your coverage and/or your dependent's coverage from the plan. If this happens, no benefits will be provided for *covered services* after the termination date.

Reinstatement

Once your coverage is terminated, re-application is necessary before new coverage can begin. Note that if your coverage is terminated for cause as specified in the fifth and seventh dot points above, *you* are not eligible for reinstatement.

Important information about your health plan

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.

Grievance/appeal and external review procedures

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

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: Grievances and Appeals
P.O. Box 27401
Richmond, VA 23279

Grievance/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. Types of appeals include:

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- 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; and
- external reviews are requests for an independent, external review of coverage decisions made by your health plan through its internal appeal process. More information about this type of appeal may be found in the "Independent external review of adverse utilization review decisions" paragraph of this section.

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:

For medical and prescription drug or pharmacy issues:

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

Telephone:
800-582-6941

You must file your appeal within 180 days of the date *you* were notified of the *adverse benefit determination*.

Prescription drug list exceptions

Please refer to the "Prescription drug list" section in "Prescription drug benefit at a retail or home delivery (mail order) pharmacy" for the process to submit an exception request for drugs not on the Prescription drug list.

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 clinical peer reviewer. Any other decision that involves the review of medical information will be made by appropriate clinical staff.

We will promptly acknowledge receipt of your appeal, and will resolve and respond to it as follows:

- 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.

Notice of adverse benefit determination

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

- information sufficient to identify the claim involved;
- the specific reason(s) for the denial;
- a reference to the specific plan provision(s) on which the administrator's determination is based;
- a description of any additional material or information needed to perfect your claim;
- an explanation of why the additional material or information is needed;
- a description of the plan's review procedures and the time limits that apply to them, including a statement of your right to bring a civil action within one year of the grievance or appeal decision if *you* submit a grievance or appeal and the claim denial is upheld;

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- information about any internal rule, guideline, protocol, or other similar criterion relied upon in making the claim determination and about your right to request a copy of it free of charge, along with a discussion of the claims denial decision;
- information about the scientific or clinical judgment for any determination based on medical necessity or experimental treatment, or about your right to request this explanation free of charge, along with a discussion of the claims denial decision; and
- information regarding your potential right to an external appeal pursuant to federal law.

For claims involving urgent/concurrent care:

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

External review

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

You must submit your request for external review to *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: Grievances and 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

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

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 may be brought against *Anthem* within the 60-day period after proof of loss notice is filed or more than three years after the end of the 90-day period that proof of loss was required to be filed (see "Timely filing of claims" in the **Claims and payments** section). 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.

Conformity with law

Any term of the plan which is in conflict with applicable federal laws and regulations, will hereby be automatically amended to conform with the minimum requirements of such laws.

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

You have the right to:

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

You have the responsibility to:

- Read all information about your health benefits and ask for help if *you* have questions.
- Follow all health plan rules and policies.
- Choose an in-network *primary care physician*, also called a *PCP*, if your health plan requires it.
- Treat all doctors, health care *providers* and staff with respect.
- Keep all scheduled appointments. Call your health care provider's office if *you* may be late or need to cancel.
- Understand your health problems as well as *you* can and work with your health care *providers* to make a treatment plan that *you* all agree on.

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- Inform your health care providers if *you* don't understand any type of care you're getting or what they want *you* to do as part of your care plan.
- Follow the health care plan that *you* have agreed on with your health care *providers*.
- Give *us*, your doctors and other health care providers the information needed to help *you* get the best possible care and all the benefits *you* are eligible for under your health plan. This may include information about other health insurance benefits *you* have along with your coverage with *us*.
- Inform Member Services if *you* have any changes to your name, address or family members covered under your plan.

If *you* would like more information, have comments or would like to contact us, please go to anthem.com and select Customer Support > Contact Us. Or call the Member Services number on your ID card.

We want to provide high quality benefits and member service to our members. Benefits and coverage for services given under the plan are governed by this booklet and not by this **Member rights and responsibilities** statement.

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.

Biosimilar/biosimilars

means a type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product.

Brand name drug

are prescription drugs that we classify as brand drugs or our PBM has classified as brand name drugs through use of an independent proprietary industry database.

Coinsurance

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

Controlled substances

mean drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA) which are divided into five schedules.

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.

Designated pharmacy provider

is an in-network pharmacy that has executed a designated pharmacy provider agreement with us or an in-network provider that is designated to provide prescription drugs, including specialty drugs, to treat certain conditions.

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.

Facility

includes, but is not limited to, a hospital, freestanding ambulatory surgical facility, chemical dependency treatment facility, residential treatment center, skilled nursing facility, home health care agency or mental health facility, as defined in this booklet. The facility must be licensed, accredited, registered or approved by the Joint Commission or the Commission on Accreditation of Rehabilitation Facilities (CARF), as applicable or meet specific rules set by us.

Future Moms

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

Generic drugs

are prescription drugs that we classify as generic drugs or that our PBM has classified as generic drugs through use of an independent proprietary industry database. Generic drugs have the same active ingredients, must meet the same FDA rules for safety, purity and potency, and must be given in the same form (tablet, capsule, cream) as the brand name drug.

Group 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.

Hormonal contraceptives

means a medication taken to prevent pregnancy by means of ingestion of hormones, including medications containing estrogen or progesterone, that is self-administered, requires a prescription, and is approved by the U.S. Food and Drug Administration for such purpose.

Hospital

is a provider licensed and operated as required by law, which has:

- room, board, and nursing care;
- a staff with one or more doctors on hand at all times;
- 24 hour nursing service;
- all the facilities on site are needed to diagnose, care, and treat an illness or injury; and
- is fully accredited by the Joint Commission.

The term hospital does not include a provider, or that part of a provider, used mainly for:

- nursing care
- rest care
- convalescent care
- care of the aged
- custodial care
- educational care
- subacute care
- treatment of alcohol abuse
- treatment of drug abuse

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.

Intensive in-home behavioral health program

is a range of therapy services provided in the home to address symptoms and behaviors that, as the result of a mental disorder or substance use disorder, put the members and others at risk of harm.

Intensive outpatient program

means short-term behavioral health treatment that provides a combination of individual, group and family therapy.

Interchangeable biologic product

means a type of biological product that is licensed (approved) by FDA because it is highly similar to an already FDA-approved biological product, known as the biological reference product (reference product), and has been shown to have no clinically meaningful differences from the reference product. In addition to meeting the biosimilarity standard, is expected to produce the same clinical result as the reference product in any given patient.

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 the **Claims and payments** section 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

is the allowance as determined by *Anthem* for a specified *covered service* or the provider's charge for that service, whichever is less.

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 and substance use disorder

is a condition that is listed in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) as a mental health or substance use disorder condition.

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 hospitalization program

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

Pharmacy

means a place licensed by state law where you can get prescription drugs and other medicines from a licensed pharmacist when you have a prescription from your doctor.

Pharmacy and therapeutics (P&T) process

is a process to make clinically based recommendations that will help you access quality, low cost medicines within your plan. The process includes health care professionals such as nurses, pharmacists, and doctors. The committees of the National Pharmacy and Therapeutics Process meet regularly (at least annually) to talk about and find the clinical and financial value of medicines for our members. This process first evaluates the clinical evidence of each product under review. The clinical review is then combined with an in-depth review of the market dynamics, member impact and financial value to make choices for the formulary. Our programs may include, but are not limited to, drug utilization programs, prior authorization criteria, therapeutic conversion programs, cross-branded initiatives, and drug profiling initiatives.

Plan administrator

is your group administrator or the person selected by your employer to administer the plan.

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 drug (also referred to as a legend drug)

is a medicine that is approved by the Food & Drug Administration (FDA) to treat illness or injury. Under the Federal Food, Drug & Cosmetic Act, such substances must bear a message on its original

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packing label that says, “Caution: Federal law prohibits dispensing without a prescription.” This includes the following:

- compounded (combination) medications, when all of the ingredients are FDA-approved as designated in the FDA’s Orange Book: Approved Drug Products with Therapeutic Equivalence Evaluations, requires a prescription to dispense, and are not essentially the same as an FDA-approved product from a drug manufacturer.
- insulin, diabetic supplies, and syringes.

Prescription order

is a written request by a provider, as permitted by law, for a prescription drug or medication, and each authorized refill.

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.

Residential treatment center/facility

is a provider licensed and operated as required by law, which includes:

- room, board and skilled nursing care (either an RN or LVN/LPN) available on-site at least eight hours daily with 24 hour availability;
- a staff with one or more doctors available at all times.
- residential treatment takes place in a structured facility-based setting.
- the resources and programming to adequately diagnose, care and treat a psychiatric and/or substance use disorder.
- facilities are designated residential, subacute, or intermediate care and may occur in care systems that provide multiple levels of care.
- is fully accredited by the Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF), the National Integrated Accreditation for Healthcare Organizations (NIAHO), or the Council on Accreditation (COA).

The term residential treatment center/facility does not include a provider, or that part of a provider, used mainly for:

- nursing care
- rest care
- convalescent care
- care of the aged
- custodial care
- educational care

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.

Service area

The geographical area where *you* can get *covered services* from an *in-network provider*. For the purposes of offering coverage and determining eligibility, the service area for *Anthem* is all of Virginia, excluding the City of Fairfax, the Town of Vienna and the area east of State Route 123.

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.

Specialty drugs

drugs that typically need close supervision and checking of their effect on the patient by a medical professional. These drugs often need special handling, such as temperature-controlled packaging and overnight delivery, and are often not available at retail pharmacies. They may be administered in many forms including, but not limited to, injectable, infused, oral and inhaled.

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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 electronic technology or media, including interactive audio or video for the purpose of diagnosing or treating a patient or consulting with other health care providers regarding a patient's diagnosis or treatment. Telemedicine services do not include an audio-only telephone, electronic mail message, facsimile transmission, or online questionnaire.

Urgent care center

is a licensed health care facility that is separate from a hospital and whose main purpose is giving immediate, short-term medical care, without an appointment, for urgent care.

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.

Utilization review

means the evaluation of the necessity, quality, effectiveness, or efficiency of medical or behavioral health services, prescription drugs (as set forth in the section "Prescription drugs administered by a medical provider"), procedures, and/or facilities.

Visit

a period during which a covered person meets with a provider to receive covered services. If during the course of one visit, multiple types of service are received where those types of service carry separate benefit visit limits (e.g., physical therapy and a spinal manipulation), the one visit may count against both limits.

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, such as routine patient care costs, given to *you* as a participant in an approved clinical trial if the services are *covered services* under this plan. An “approved clinical trial” means a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or other life-threatening conditions. The term life-threatening condition means any disease or condition from which death is likely unless the disease or condition is treated.

Benefits are limited to the following trials:

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

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

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

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:

- The investigational item, device, or service; or
- 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
- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis;
- 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

Your health plan includes a health account for your health account dollars. Like a bank account, your health account gives *you* control over a portion of the dollars *you* spend on your health.

You and your eligible dependents start the beginning of each calendar year with an allocation made by your employer to your health account to pay for covered services otherwise subject to *deductible* and *coinsurance* amounts. If *you* begin coverage under this health plan at any time other than the beginning of the calendar year, the initial allocation to your health account may be pro-rated.

Your health account dollars may only be used to assist *you* with covered services subject to *deductible* and *coinsurance* you incur while covered under this health plan. Covered services are paid from your health account until the account is depleted. Once your health account is depleted, *you* are responsible for covered services until any remaining *deductible* balance is satisfied. Amounts paid from your account apply to your out-of-pocket expense limit.

You can only use your account dollars for the reimbursement of covered services under this health plan. *You* are given the opportunity to build your account over time. If *you* don't use all of your account each calendar year, the unused portion can be rolled over and used the next calendar year. If your coverage under this health plan ends for any reason, any balance of unused account dollars will be forfeited.

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.

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, *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, *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@AnthemSM

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. 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 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:

100 - Special features and programs

Service	Member Cost*
Frame	Discount applied to balance over plan allowance
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	Discount available
Contact Lenses	
Conventional (non-disposable) - materials only	Discount applied balance over plan allowance

*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.

Anthem Blue Cross and Blue Shield
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