SOUTHERN CALIFORNIA IBEW - NECA
HEALTH PLAN

January 1, 2020

Prudent Buyer ®
GRANDFATHERED HEALTH PLAN

Anthem Blue Cross believes this plan is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered plan means that your plan may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to your employer.

If you are enrolled in an employer health plan that is subject to ERISA, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or at [www.dol.gov/ebssa/healthreform](http://www.dol.gov/ebssa/healthreform). This web site has a table summarizing which protections do and do not apply to grandfathered health plans.
COMBINED EVIDENCE OF COVERAGE
AND DISCLOSURE FORM

Anthem Blue Cross
21555 Oxnard Street
Woodland Hills, California  91367

This Combined Evidence of Coverage and Disclosure (Evidence of Coverage) Form is a summary of the important terms of your health plan. The health plan contract must be consulted to determine the exact terms and conditions of coverage. If you have special health care needs, you should read those sections of the Evidence of Coverage that apply to those needs. Your employer will provide you with a copy of the health plan contract upon request.
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TYPES OF PROVIDERS

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

Participating Providers in California. We have established a network of various types of "Participating Providers". These providers are called "participating" because they have agreed to participate in our preferred provider organization program (PPO), which we call the Prudent Buyer Plan. Participating providers have agreed to a rate they will accept as reimbursement for covered services. The amount of benefits payable under this plan will be different for non-participating providers than for participating providers. See the definition of "Participating Providers" in the DEFINITIONS section for a complete list of the types of providers which may be participating providers.

We publish a directory of Participating Providers. You can get a directory from your plan administrator (usually your employer) or from us. The directory lists all participating providers in your area, including health care facilities such as hospitals and skilled nursing facilities, physicians, laboratories, and diagnostic x-ray and imaging providers. You may call us at the Member Services number listed on your ID card or you may write to us and ask us to send you a directory. You may also search for a participating provider using the "Provider Finder" function on our website at www.anthem.com/ca. The listings include the credentials of our participating providers such as specialty designations and board certification.

If you need details about a provider's license or training, or help choosing a physician who is right for you, call the Member Services number on the back of your ID card.

How to Access Primary and Specialty Care Services

Your health plan covers care provided by primary care physicians and specialty care providers. To see a primary care physician, simply visit any participating provider physician who is a general or family practitioner, internist or pediatrician. Your health plan also covers care provided by any participating provider specialty care provider you choose (certain providers’ services are covered only upon referral of an M.D. (medical doctor) or D.O. (doctor of osteopathy), see “Physician,” below). Referrals are never needed to visit any participating provider specialty care provider including a behavioral health care provider.
To make an appointment call your physician’s office:

• Tell them you are a Prudent Buyer Plan member.

• Have your Member ID card handy. They may ask you for your group number, member I.D. number, or office visit copay.

• Tell them the reason for your visit.

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

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

**Participating Providers Outside of California**

The Blue Cross and Blue Shield Association, of which we are a member, has a program (called the "BlueCard Program") which allows our insured persons to have the reciprocal use of participating providers contracted under other states’ Blue Cross and/or Blue Shield Licensees (the Blue Cross and/or Blue Shield Plan).

If you are outside of our California service areas, please call the toll-free BlueCard Provider Access number on your ID card to find a participating provider in the area you are in. A directory of PPO Providers for outside of California is available. You can get a directory from your plan administrator (usually your employer).

**Non-Participating Providers.** Non-participating providers are providers which have not agreed to participate in our Prudent Buyer Plan network or the Blue Cross and/or Blue Shield Plan. They have not agreed to the reimbursement rates and other provisions of a Prudent Buyer Plan contract nor the Blue Cross and/or Blue Shield Plan.
Anthem Blue Cross has processes to review claims before and after payment to detect fraud, waste, abuse and other inappropriate activity. Members seeking services from non-participating providers could be balance billed by the non-participating provider for those services that are determined to be not payable as a result of these review processes and meets the criteria set forth in any applicable state regulations adopted pursuant to state law. A claim may also be determined to be not payable due to a provider's failure to submit medical records with the claims that are under review in these processes.

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

**Other Health Care Providers.** "Other Health Care Providers" are neither physicians nor hospitals. They are mostly free-standing facilities or service organizations. See the definition of "Other Health Care Providers" in the DEFINITIONS section for a complete list of those providers. Other health care providers are not part of our Prudent Buyer Plan provider network or the Blue Cross and/or Blue Shield Plan.

**Reproductive Health Care Services.** Some hospitals and other providers do not provide one or more of the following services that may be covered under your plan contract and that you or your family member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective physician or clinic, or call us at the Member Services telephone number listed on your ID card to ensure that you can obtain the health care services that you need.
Centers of Medical Excellence and Blue Distinction Centers. We are providing access to Centers of Medical Excellence (CME) networks and Blue Distinction Centers for Specialty Care (BDCSC). The facilities included in each of these networks are selected to provide the following specified medical services:

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

- **Bariatric Facilities.** Hospital facilities have been organized to provide services for bariatric surgical procedures, such as gastric bypass and other surgical procedures for weight loss programs. These procedures are covered only when performed at a BDCSC.

Benefits for services performed at a designated CME or BDCSC will be the same as for participating providers. A participating provider in the Prudent Buyer Plan network or the Blue Cross and/or Blue Shield Plan is not necessarily a CME or BDCSC facility.

**Care Outside the United States—Blue Cross Blue Shield Global Core**

Prior to travel outside the United States, call the Member Services telephone number listed on your ID card to find out if your plan has Blue Cross Blue Shield Global Core benefits. Your coverage outside the United States is limited and we recommend:

- Before you leave home, call the Member Services number on your ID card for coverage details. **You have coverage for services and supplies furnished in connection only with urgent care or an emergency when travelling outside the United States.**

- Always carry your current ID card.

- In an emergency, seek medical treatment immediately.
The Blue Cross Blue Shield Global Core Service Center is available 24 hours a day, seven days a week toll-free at (800) 810-BLUE (2583) or by calling collect at (804) 673-1177. An assistance coordinator, along with a medical professional, will arrange a physician appointment or hospitalization, if needed.

Payment Information

- **Participating Blue Cross Blue Shield Global Core hospitals.** In most cases, you should not have to pay upfront for inpatient care at participating Blue Cross Blue Shield Global Core hospitals except for the out-of-pocket costs you normally pay (noncovered services, deductible, copays, and coinsurance). The hospital should submit your claim on your behalf.

- **Doctors and/or non-participating hospitals.** You will have to pay upfront for outpatient services, care received from a physician, and inpatient care from a hospital that is not a participating Blue Cross Blue Shield Global Core hospital. Then you can complete a Blue Cross Blue Shield Global Core claim form and send it with the original bill(s) to the Blue Cross Blue Shield Global Core Service Center (the address is on the form).

Claim Filing

- **Participating Blue Cross Blue Shield Global Core hospitals will file your claim on your behalf.** You will have to pay the hospital for the out-of-pocket costs you normally pay.

- **You must file the claim** for outpatient and physician care, or inpatient hospital care not provided by a participating Blue Cross Blue Shield Global Core hospital. You will need to pay the health care provider and subsequently send an international claim form with the original bills to us.

Additional Information About Blue Cross Blue Shield Global Core Claims.

- You are responsible, at your expense, for obtaining an English-language translation of foreign country provider claims and medical records.

- Exchange rates are determined as follows:
  - For inpatient hospital care, the rate is based on the date of admission.
  - For outpatient and professional services, the rate is based on the date the service is provided.
Claim Forms

- International claim forms are available from us, from the Blue Cross Blue Shield Global Core Service Center, or online at:
  

  The address for submitting claims is on the form.

  **TIMELY ACCESS TO CARE**

  Anthem has contracted with health care service providers to provide covered services in a manner appropriate for your condition, consistent with good professional practice. Anthem ensures that its contracted provider networks have the capacity and availability to offer appointments within the following timeframes:

  - **Urgent Care appointments for services that do not require prior authorization:** within forty-eight (48) hours of the request for an appointment;
  
  - **Urgent Care appointments for services that require prior authorization:** within ninety-six (96) hours of the request for an appointment;
  
  - **Non-Urgent appointments for primary care:** within ten (10) business days of the request for an appointment;
  
  - **Non-Urgent appointments with specialists:** within fifteen (15) business days of the request for an appointment;
  
  - **Appointments for ancillary services (diagnosis or treatment of an injury, illness or other health condition) that are not urgent care:** within fifteen (15) business days of the request for an appointment.

  For Mental Health Conditions and Substance Abuse care:

  - **Urgent Care appointments for services that do not require prior authorization:** within forty-eight (48) hours of the request for an appointment;
  
  - **Urgent Care appointments for services that require prior authorization:** within ninety-six (96) hours of the request for an appointment;
  
  - **Non-Urgent appointments with mental health and substance abuse providers who are not psychiatrists:** within ten (10) business days of the request for an appointment;
• Non-Urgent appointments with mental health and substance abuse providers who are psychiatrists: within fifteen (15) business days of the request for an appointment. Due to accreditation standards, the date will be ten (10) business days for the initial appointment only.

If a provider determines that the waiting time for an appointment can be extended without a detrimental impact on your health, the provider may schedule an appointment for a later time than noted above.

Anthem arranges for telephone triage or screening services for you twenty-four (24) hours per day, seven (7) days per week with a waiting time of no more than thirty (30) minutes. If Anthem contracts with a provider for telephone triage or screening services, the provider will utilize a telephone answering machine and/or an answering service and/or office staff, during and after business hours, to inform you of the wait time for a return call from the provider or how the member may obtain urgent care or emergency services or how to contact another provider who is on-call for telephone triage or screening services.

If you need the services of an interpreter, the services will be coordinated with scheduled appointments and will not result in a delay of an appointment with a participating provider.
SUMMARY OF BENEFITS

YOUR EMPLOYER HAS AGREED TO BE SUBJECT TO THE TERMS AND CONDITIONS OF ANTHEM’S PROVIDER AGREEMENTS WHICH MAY INCLUDE PRECERTIFICATION AND UTILIZATION MANAGEMENT REQUIREMENTS, TIMELY FILING LIMITS, AND OTHER REQUIREMENTS TO ADMINISTER THE BENEFITS UNDER THIS PLAN.

THE BENEFITS OF THIS PLAN ARE PROVIDED ONLY FOR THOSE SERVICES THAT WE DETERMINE TO BE MEDICALLY NECESSARY. THE FACT THAT A PHYSICIAN PRESCRIBES OR ORDERS A SERVICE DOES NOT, IN ITSELF, MEAN THAT THE SERVICE IS MEDICALLY NECESSARY OR THAT THE SERVICE IS COVERED UNDER THIS PLAN. CONSULT THIS BOOKLET OR TELEPHONE US AT THE NUMBER SHOWN ON YOUR IDENTIFICATION CARD IF YOU HAVE ANY QUESTIONS REGARDING WHETHER SERVICES ARE COVERED.

THIS PLAN CONTAINS MANY IMPORTANT TERMS (SUCH AS "MEDICALLY NECESSARY" AND "MAXIMUM ALLOWED AMOUNT ") THAT ARE DEFINED IN THE DEFINITIONS SECTION. WHEN READING THROUGH THIS BOOKLET, CONSULT THE DEFINITIONS SECTION TO BE SURE THAT YOU UNDERSTAND THE MEANINGS OF THESE ITALICIZED WORDS.

For your convenience, this summary provides a brief outline of your benefits. You need to refer to the entire Combined Evidence of Coverage and Disclosure (Evidence of Coverage) Form for more complete information, and you must consult your employer’s health plan contract with us to determine the exact terms and conditions of your coverage.

Mental Health Parity and Addiction Equity Act. The Mental Health Parity and Addiction Equity Act provides for parity in the application of aggregate treatment limitations (day or visit limits) on mental health and substance abuse benefits with day or visit limits on medical and surgical benefits. In general, group health plans offering mental health and substance abuse benefits cannot set day/visit limits on mental health or substance abuse benefits that are lower than any such day or visit limits for medical and surgical benefits. A plan that does not impose day or visit limits on medical and surgical benefits may not impose such day or visit limits on mental health and substance abuse benefits offered under the Plan.

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

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

Medical Necessity criteria and other plan documents showing comparative criteria, as well as the processes, strategies, evidentiary standards, and other factors used to apply an NQTL are available upon request.

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

Triage or Screening Services. If you have questions about a particular health condition or if you need someone to help you determine whether or not care is needed, triage or screening services are available to you from us by telephone. Triage or screening services are the evaluation of your health by a physician or a nurse who is trained to screen for the purpose of determining the urgency of your need for care. Please contact the 24/7 NurseLine at the telephone number listed on your identification card 24 hours a day, 7 days a week.

After Hours Care. After hours care is provided by your physician who may have a variety of ways of addressing your needs. You should call your physician for instructions on how to receive medical care after their normal business hours, on weekends and holidays, or to receive non-emergency care and non-urgent care within the service area for a condition that is not life threatening but that requires prompt medical attention. If you have an emergency, call 911 or go to the nearest emergency room.
**Telehealth.** This *plan* provides benefits for covered services that are appropriately provided through telehealth, subject to the terms and conditions of the *plan*. In-person contact between a health care provider and the patient is not required for these services, and the type of setting where these services are provided is not limited. “Telehealth” is the means of providing health care services using information and communication technologies in the consultation, diagnosis, treatment, education, care management and self-management of a patient’s physical and mental health care when the patient is located at a distance from the health care provider. Telehealth does not include consultations between the patient and the health care provider, or between health care providers, by telephone, facsimile machine, or electronic mail.

**All benefits are subject to coordination with benefits under certain other plans.**

The benefits of this *plan* may be subject to the REIMBURSEMENT FOR ACTS OF THIRD PARTY section.
MEDICAL BENEFITS

DEDUCTIBLES

Calendar Year Deductibles

- Member Deductible .......................................................................................................................... $200
- Family Deductible ............................................................................................................................ $600

Additional Deductibles

- Inpatient Deductible .......................................................................................................................... $200
- Non-Certification Deductible ................................................................................................................ $500

Exceptions: In certain circumstances, one or more of these deductibles may not apply, as described below:

- The Calendar Year Deductible will not apply to benefits for Preventive Care Services provided by a participating provider.
- The Calendar Year Deductible will not apply to services under the Supplemental Accidental Injury Benefit.
- The Calendar Year Deductible will not apply to services under the Body Scan benefit.
- The Calendar Year Deductible will not apply to transplant travel expenses authorized by us in connection with a specified transplant procedure provided at a designated CME or a BDCSC.
- The Calendar Year Deductible will not apply to bariatric travel expense in connection with an authorized bariatric surgical procedure provided at a designated CME or a BDCSC.
- The Calendar Year Deductible will not apply to transgender travel expense in connection with an approved transgender surgery.
- The Inpatient Deductible will not apply to emergency admissions, nor to the services provided by a participating provider.
- The Non-Certification Deductible will not apply to emergency admissions or services, nor to services provided by a participating provider. See UTILIZATION REVIEW PROGRAM.
CO-PAYMENTS AND OUT-OF-POCKET AMOUNTS

Co-Payments.* After you have met your Calendar Year Deductible, and any other applicable deductible, you will be responsible for the following percentages of the maximum allowed amount:

- Participating Providers .......................................................... 10%
- Other Health Care Providers ............................................... 20%
- Non-Participating Providers ........................................... 20%

Note: In addition to the Co-Payment shown above, you will be required to pay any amount in excess of the maximum allowed amount for the services of an other health care provider or non-participating provider.

*Exceptions:
- There will be no Co-Payment for any covered services provided by a participating provider under the Preventive Care benefit.
- There will be no Co-Payment for covered services provided under the Supplemental Accident Injury Benefit.
- There will be no Co-Payment for any covered services provided under the Body Scan benefit.
- If you receive services from a category of provider defined in this certificate as an other health care provider but such a provider participates in the Blue Cross and/or Blue Shield Plan in that service area, your Co-Payment will be as follows:
  a. if you go to a participating provider, your Co-payment will be the same as for participating providers.
  b. if you go to a non-participating provider, your Co-Payment will be the same as for non-participating providers.
- If you receive services from a category of provider defined in this certificate as a participating provider that is not available in the Blue Cross and/or Blue Shield Plan in that service area, your Co-Payment will be the same as for participating providers.
- Your Co-Payment for non-participating providers will be the same as for participating providers for the following services. You may be responsible for charges which exceed the maximum allowed amount:
  a. All emergency services;
  b. An authorized referral from a physician who is a participating provider to a non-participating provider;
c. Charges by a type of physician not represented in the Prudent Buyer Plan network; or

d. Cancer Clinical Trials.

e. Non-emergency services received at a participating hospital or facility at which, or as a result of which, you receive services from a non-participating provider, in specified circumstances. Please see “Member Cost Share” in the YOUR MEDICAL BENEFITS section for more information.

– Your Co-Payment for specified transplants (heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous pancreas-kidney, or bone marrow/stem cell and similar procedures) determined to be medically necessary and performed at a designated CME or BDCSC will be the same as for participating providers. Services for specified transplants are not covered when performed at other than a designated CME or BDCSC. See UTILIZATION REVIEW PROGRAM.

NOTE: No Co-Payment will be required for the transplant travel expenses authorized by us in connection with a specified transplant performed at a designated CME or BDCSC. Transplant travel expense coverage is available when the closest CME or BDCSC is 75 miles or more from the recipient’s or donor’s residence.

– Your Co-Payment for bariatric surgical procedures determined to be medically necessary and performed at a designated BDCSC will be the same as for participating providers. Services for bariatric surgical procedures are not covered when performed at other than a designated BDCSC. See UTILIZATION REVIEW PROGRAM.

NOTE: Co-Payments do not apply to bariatric travel expenses authorized by us. Bariatric travel expense coverage is available when the closest BDCSC is 50 miles or more from the member’s residence.

– Co-Payments do not apply to transgender travel expenses authorized by us. Transgender travel expense coverage is available when the facility at which the surgery or series of surgeries will be performed is 75 miles or more from the member’s residence.
Out-of-Pocket Amount*. After you have made the following total out-of-pocket payments for covered charges you incur during a calendar year, you will no longer be required to pay a Co-Payment for the remainder of that year, but you remain responsible for costs in excess of the maximum allowed amount.

- Per Member .......................................................... $1,000
- Per Family ............................................................. $2,000

*Exceptions:
- Any Co-Payments you make for donor searches for transplants will not be applied toward the satisfaction of your Out-of-Pocket Amount.
- Expense which is applied toward any deductible, which is incurred for non-covered services or supplies, or which is in excess of the maximum allowed amount, will not be applied toward your Out-Of-Pocket Amount.

MEDICAL BENEFIT MAXIMUMS

We will pay for the following services and supplies, up to the maximum amounts or for the maximum number of days or visits shown below:

Outpatient Hemodialysis
- For all covered services and supplies ........................................ $350* per visit
  *Non-participating providers only

Hearing Aid Services
- For covered charges for hearing aids .................................. One hearing aid per ear every three years

Physical Therapy, Physical Medicine and Occupational Therapy (including chiropractic services)
- For each covered visit when provided by a non-participating provider ........................................ $35 per visit

Speech Therapy
- For each covered visit when provided by a non-participating provider ........................................ $35 per visit
Acupuncture
- For all covered services.........................................................$40 per visit

Body Scan
- For all covered services provided by Body Scan International ........................................$1,000 per scan, limited to one scan per year

Supplemental Accidental Injury Benefit
- For all covered services..............................................................$300* per accident

*Services must be received within 90 days of the date of the accidental injury.

Infertility Treatment
- For all covered services and supplies ........................................$5,000 during your lifetime

Bariatric Travel Expense
Our maximum payment will not exceed $3,000 per surgery for the following travel expenses:
- Transportation for the member to and from the BDCSC.
- Transportation for one companion to and from the BDCSC.
- Hotel accommodations for the member and one companion. Limited to one room, double occupancy.
- Hotel accommodations for one companion. Limited to one room, double occupancy.
- Other reasonable expenses. Tobacco, alcohol, drug and meal expenses are excluded from coverage.

Transgender Travel Expense
- For all travel expenses authorized by us in connection with authorized transgender surgery or surgeries........................................up to $10,000 per surgery or series of surgeries
Lifetime Maximum

- For all medical benefits ........................................... Unlimited

YOUR MEDICAL BENEFITS

MAXIMUM ALLOWED AMOUNT

General

This section describes the term “maximum allowed amount” as used in this Combined Evidence of Coverage and Disclosure Form, and what the term means to you when obtaining covered services under this plan. The maximum allowed amount is the total reimbursement payable under your plan for covered services you receive from participating and non-participating providers. It is our payment towards the services billed by your provider combined with any Deductible or Co-Payment owed by you. In some cases, you may be required to pay the entire maximum allowed amount. For instance, if you have not met your Deductible under this plan, then you could be responsible for paying the entire maximum allowed amount for covered services. In addition, if these services are received from a non-participating provider, you may be billed by the provider for the difference between their charges and our maximum allowed amount. In many situations, this difference could be significant. If you receive services from a participating hospital or facility at which, or as a result of which, you receive non-emergency covered services provided by a non-participating provider, you will pay the non-participating provider no more than the same cost sharing that you would pay for the same covered services received from a participating provider.

We have provided two examples below, which illustrate how the maximum allowed amount works. These examples are for illustration purposes only.

Example: The plan has a member Co-Payment of 30% for participating provider services after the Deductible has been met.

- The member receives services from a participating surgeon. The charge is $2,000. The maximum allowed amount under the plan for the surgery is $1,000. The member’s Co-Payment responsibility when a participating surgeon is used is 30% of $1,000, or $300. This is what the member pays. We pay 70% of $1,000, or $700. The participating surgeon accepts the total of $1,000 as reimbursement for the surgery regardless of the charges.
Example: The plan has a member Co-Payment of 50% for non-participating provider services after the Deductible has been met.

- The member receives services from a non-participating surgeon. The charge is $2,000. The maximum allowed amount under the plan for the surgery is $1,000. The member’s Co-Payment responsibility when a non-participating surgeon is used is 50% of $1,000, or $500. We pay the remaining 50% of $1,000, or $500. In addition, the non-participating surgeon could bill the member the difference between $2,000 and $1,000. So the member’s total out-of-pocket charge would be $500 plus an additional $1,000, for a total of $1,500.

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

Provider Network Status

The maximum allowed amount may vary depending upon whether the provider is a participating provider, a non-participating provider or other health care provider.

Participating Providers. For covered services performed by a participating provider the maximum allowed amount for this plan will be the rate the participating provider has agreed with us to accept as reimbursement for the covered services. Because 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 Co-Payment. Please call the Member Services telephone number on your ID card for help in finding a participating provider or visit www.anthem.com/ca.
If you go to a hospital which is a participating provider, you should not assume all providers in that hospital are also participating providers. To receive the greater benefits afforded when covered services are provided by a participating provider, you should request that all your provider services (such as services by an anesthesiologist) be performed by participating providers whenever you enter a hospital.

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

**Note:** If an other health care provider is participating in a Blue Cross and/or Blue Shield Plan at the time you receive services, such provider will be considered a participating provider for the purposes of determining the maximum allowed amount.

If a provider defined in this certificate as a participating provider is of a type not represented in the local Blue Cross and/or Blue Shield Plan at the time you receive services, such provider will be considered a non-participating provider for the purposes of determining the maximum allowed amount.

**Non-Participating Providers and Other Health Care Providers.**

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

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

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

Unlike *participating providers*, *non-participating providers* and *other health care providers* may send you a bill and collect for the amount of the *non-participating provider's* or *other health care provider's* charge that exceeds our *maximum allowed amount under this plan*. You may be responsible for paying the difference between the *maximum allowed amount* and the amount the *non-participating provider* or *other health care provider* charges. This amount can be significant. Choosing a *participating provider* will likely result in lower out of pocket costs to you. Please call the Member Services number on your ID card for help in finding a *participating provider* or visit our website at [www.anthem.com/ca](http://www.anthem.com/ca). Member Services is also available to assist you in determining this *plan’s maximum allowed amount* for a particular *covered service* from a *non-participating provider* or *other health care provider*.

Please see the “Out of Area Services” section in the Part entitled “GENERAL PROVISIONS” for additional information.

*Exceptions:*

- **Emergency Services Provided by Non-Participating Providers.**
  For emergency services provided by *non-participating providers* or at *non-contracting hospitals*, reimbursement is based on the *reasonable and customary value*. You will not be responsible for any amounts in excess of the *reasonable and customary value* for emergency services rendered within California.
– **Emergency Ambulance Services Provided by Non-Participating Providers.** For emergency ambulance services received from non-participating providers outside of California, the plan’s payment is based on the maximum allowed amount. Non-participating providers (both inside and outside of California) may also bill you for any charges over the plan’s reasonable and customary value or maximum allowed amount, respectively.

– **Cancer Clinical Trials.** The maximum allowed amount for services and supplies provided in connection with Cancer Clinical Trials will be the lesser of the billed charge or the amount that ordinarily applies when services are provided by a participating provider.

– **If Medicare is the primary payor, the maximum allowed amount does not include any charge:**

   1. By a hospital, in excess of the approved amount as determined by Medicare; or

   2. By a physician who is a participating provider who accepts Medicare assignment, in excess of the approved amount as determined by Medicare; or

   3. By a physician who is a non-participating provider or other health care provider who accepts Medicare assignment, in excess of the lesser of maximum allowed amount stated above, or the approved amount as determined by Medicare; or

   4. By a physician or other health care provider who does not accept Medicare assignment, in excess of the lesser of the maximum allowed amount stated above, or the limiting charge as determined by Medicare.

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

**Member Cost Share**

For certain covered services, and depending on your plan design, you may be required to pay all or a part of the maximum allowed amount as your cost share amount (Deductibles or Co-Payments). Your cost share amount and the Out-Of-Pocket Amounts may be different depending on whether you received covered services from a participating provider or non-participating provider. Specifically, you may be required to pay higher cost-sharing amounts or may have limits on your benefits when using non-participating providers.
Please see the SUMMARY OF BENEFITS section for your cost share responsibilities and limitations, or call the Member Services telephone number on your ID card to learn how this plan’s benefits or cost share amount may vary by the type of provider you use.

Anthem Blue Cross 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 a participating provider or non-participating provider. Non-covered services include services specifically excluded from coverage by the terms of your plan and services received after benefits have been exhausted. Benefits may be exhausted by exceeding, for example, Medical Benefit Maximums or day/visit limits.

In some instances you may only be asked to pay the lower participating provider cost share percentage when you use a non-participating provider. For example, if you receive covered non-emergency services at a participating hospital or facility at which, or as a result of which, you receive covered services provided by a non-participating provider such as a radiologist, anesthesiologist or pathologist, you will pay the participating provider cost share percentage of the maximum allowed amount for those covered services, and you will not be liable for the difference between the maximum allowed amount and the non-participating provider’s charge. Such participating provider cost share percentage will apply to the participating provider deductible (if any) and the participating provider out-of-pocket amount. This paragraph does not apply, however, if the non-participating provider has your written consent, satisfying the following criteria:

(1) At least 24 hours in advance of care, you consent in writing to receive services from the identified non-participating provider.

(2) The consent shall be obtained by the non-participating provider in a document that is separate from the document used to obtain the consent for any other part of the care or procedure. The consent shall not be obtained by the facility or any representative of the facility. The consent shall not be obtained at the time of admission or at any time when the member is being prepared for surgery or any other procedure.

(3) At the time consent is provided the non-participating provider shall give you a written estimate of your total out-of-pocket cost of care. The written estimate shall be based on the professional's billed charges for the service to be provided. The non-participating provider shall not attempt to collect more than the estimated amount without receiving separate written consent from you or your authorized representative, unless circumstances arise during delivery of services that were
unforeseeable at the time the estimate was given that would require the provider to change the estimate.

(4) The consent shall advise you that you may elect to seek care from a participating provider or may contact Anthem in order to arrange to receive the health service from a participating provider for lower out-of-pocket costs.

(5) The consent and estimate shall be provided to you in the language spoken by you, if the language is a Medi-Cal threshold language, as defined in state law (subdivision (d) of Section 128552 of the Health and Safety Code).

(6) The consent shall also advise you that any costs incurred as a result of your use of the non-participating provider benefit shall be in addition to participating provider cost-sharing amounts and may not count toward the annual out-of-pocket maximum for participating provider benefits or a deductible, if any, for participating provider benefits.

Authorized Referrals

In some circumstances we may authorize participating provider cost share amounts (Deductibles or Co-Payments) to apply to a claim for a covered service you receive from a non-participating provider. In such circumstance, you or your physician must contact us in advance of obtaining the covered service. It is your responsibility to ensure that we have been contacted. If we authorize a participating provider cost share amount to apply to a covered service received from a non-participating provider, you also may still be liable for the difference between the maximum allowed amount and the non-participating provider's charge. In certain situations, however, if you receive non-emergency covered services at a participating hospital or facility at which, or as a result of which, you receive services from a non-participating provider, you will pay no more than the cost sharing that you would pay for the same covered services received from a participating provider. Please see “Member Cost Share” in the YOUR MEDICAL BENEFITS section for more information. If you receive prior authorization for a non-participating provider due to network adequacy issues, you will not be responsible for the difference between the non-participating provider's charge and the maximum allowed amount. Please call the Member Services telephone number on your ID card for authorized referral information or to request authorization.
DEDUCTIBLES, CO-PAYMENTS, OUT-OF-POCKET AMOUNTS AND MEDICAL BENEFIT MAXIMUMS

After we subtract any applicable deductible and your Co-Payment, we will pay benefits up to the maximum allowed amount, (or the reasonable and customary value for emergency services provided by a non-participating provider), not to exceed any applicable Medical Benefit Maximum. The Deductible amounts, Co-Payments, Out-Of-Pocket Amounts and Medical Benefit Maximums are set forth in the SUMMARY OF BENEFITS.

DEDUCTIBLES

Each deductible under this plan is separate and distinct from the other. Only the covered charges that make up the maximum allowed amount (or the reasonable and customary value for emergency services provided by a non-participating provider) will apply toward the satisfaction of any deductible except as specifically indicated in this booklet.

Calendar Year Deductibles. Each year, you will be responsible for satisfying the member's Calendar Year Deductible before we begin to pay benefits. If members of an enrolled family pay deductible expense in a year equal to the Family Deductible, the Calendar Year Deductible for all family members will be considered to have been met.

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

Additional Deductibles

1. Each time you are admitted to a hospital or residential treatment center which is a non-participating provider, you are responsible for paying the Inpatient Deductible. This deductible will not apply to an emergency admission.

2. Each time you are admitted to a hospital or residential treatment center without properly obtaining certification, you are responsible for paying the Non-Certification Deductible. This deductible will not apply to an emergency admission or procedure, nor to services provided at a participating provider. Certification is explained in UTILIZATION REVIEW PROGRAM.
CO-PAYMENTS

After you have satisfied any applicable deductible, we will subtract your Co-Payment from the maximum allowed amount remaining (or from the amount of reasonable and customary value remaining for emergency services provided by a non-participating provider).

If your Co-Payment is a percentage, we will apply the applicable percentage to the maximum allowed amount remaining after any deductible has been met. This will determine the dollar amount of your Co-Payment.

OUT-OF-POCKET AMOUNTS

Satisfaction of the Out-Of-Pocket Amount. If, after you have met your Calendar Year Deductible, you pay Co-Payments equal to your Out-of-Pocket Amount per member during a calendar year, you will no longer be required to make Co-Payments for any additional covered services or supplies during the remainder of that year, except as specifically stated below under Charges Which Do Not Apply Toward the Out-of-Pocket Amount.

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

Charges Which Do Not Apply Toward the Out-Of-Pocket Amount.

The following charges will not be applied toward satisfaction of an Out-Of-Pocket Amount:

- Charges for services or supplies not covered under this plan;
- Charges which exceed the maximum allowed amount;
- Any expense applied to a deductible.
- Any Co-Payments you make for donor searches for transplants.
MEDICAL BENEFIT MAXIMUMS

We do not make benefit payments for any member in excess of any of the Medical Benefit Maximums.

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

CREDITING PRIOR PLAN COVERAGE

If you were covered by the group’s prior plan immediately before the group signs up with us, with no lapse in coverage, then you will get credit for any accrued Calendar Year Deductible and, if applicable and approved by us, Out of Pocket Amounts under the prior plan. This does not apply to individuals who were not covered by the prior plan on the day before the group’s coverage with us began, or 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 Calendar Year Deductible and Out of Pocket Amounts, if applicable and approved by us. Any maximums, when applicable, will be carried over and charged against the Medical Benefit Maximums under this plan.

If your group offers more than one of our products, and you change from one product to another with no break in coverage, you will get credit for any accrued Calendar Year Deductible and, if applicable, Out of Pocket Amounts and any maximums will be carried over and charged against Medical Benefit Maximums under this plan.

If your group offers coverage through other products or carriers in addition to ours, and you change products or carriers to enroll in this product with no break in coverage, you will get credit for any accrued Calendar Year Deductible, Out of Pocket Amount, and any Medical Benefit Maximums under this plan.

This Section Does Not Apply To You If:

- Your group moves to this plan at the beginning of a calendar year;
- 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 after the group’s initial enrollment with us.
CONDITIONS OF COVERAGE

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

1. You must incur this expense while you are covered under this plan. Expense is incurred on the date you receive the service or supply for which the charge is made.

2. The expense must be for a medical service or supply furnished to you as a result of illness or injury or pregnancy, unless a specific exception is made.

3. The expense must be for a medical service or supply included in MEDICAL CARE THAT IS COVERED. Additional limits on covered charges are included under specific benefits and in the SUMMARY OF BENEFITS.

4. The expense must not be for a medical service or supply listed in MEDICAL CARE THAT IS NOT COVERED. If the service or supply is partially excluded, then only that portion which is not excluded will be covered under this plan.

5. The expense must not exceed any of the maximum benefits or limitations of this plan.

6. Any services received must be those which are regularly provided and billed by the provider. In addition, those services must be consistent with the illness, injury, degree of disability and your medical needs. Benefits are provided only for the number of days required to treat your illness or injury.

7. All services and supplies must be ordered by a physician.

MEDICAL CARE THAT IS COVERED

Subject to the Medical Benefit Maximums in the SUMMARY OF BENEFITS, the requirements set forth under CONDITIONS OF COVERAGE and the exclusions or limitations listed under MEDICAL CARE THAT IS NOT COVERED, we will provide benefits for the following services and supplies:

Hospital

1. Inpatient services and supplies, provided by a hospital. The maximum allowed amount will not include charges in excess of the hospital’s prevailing two-bed room rate unless there is a negotiated per diem rate between us and the hospital, or unless your physician orders, and we authorize, a private room as medically necessary.

2. Services in special care units.
3. Outpatient services and supplies provided by a hospital, including outpatient surgery.

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

**Skilled Nursing Facility.** Inpatient services and supplies provided by a *skilled nursing facility*. The amount by which your room charge exceeds the prevailing two-bed room rate of the *skilled nursing facility* is not considered covered under this plan.

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

**Home Health Care.** Benefits are available for covered services performed by a *home health agency* or other provider in your home. The following services are provided by a *home health agency*:

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

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 “Benefits for Mental Health Conditions and Substance Abuse” section below.

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

Home health care services are not covered if received while you are receiving benefits under the "Hospice Care" provision of this section.
Hospice Care. The services and supplies listed below are covered when provided by a hospice for the palliative treatment of pain and other symptoms associated with a terminal disease. Palliative care is care that controls pain and relieves symptoms but is not intended to cure the illness. You must be suffering from a terminal illness for which the prognosis of life expectancy is one year or less, as certified by your physician and submitted to us. Covered services are available on a 24-hour basis for the management of your condition.

1. Interdisciplinary team care with the development and maintenance of an appropriate plan of care.

2. Short-term inpatient hospital care when required in periods of crisis or as respite care. Coverage of inpatient respite care is provided on an occasional basis and is limited to a maximum of five consecutive days per admission.

3. Skilled nursing services provided by or under the supervision of a registered nurse. Certified home health aide services and homemaker services provided under the supervision of a registered nurse.

4. Social services and counseling services provided by a qualified social worker.

5. Dietary and nutritional guidance. Nutritional support such as intravenous feeding or hyperalimentation.

6. Physical therapy, occupational therapy, speech therapy, and respiratory therapy provided by a licensed therapist.

7. Volunteer services provided by trained hospice volunteers under the direction of a hospice staff member.

8. Pharmaceuticals, medical equipment, and supplies necessary for the management of your condition. Oxygen and related respiratory therapy supplies.

9. Bereavement (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 the patient and those individuals who are closely linked to the patient, including the immediate family, the primary or designated care giver and individuals with significant personal ties, for one year after the member's death.

10. Palliative care (care which controls pain and relieves symptoms, but does not cure) which is appropriate for the illness.

Your physician must consent to your care by the hospice and must be consulted in the development of your treatment plan. The hospice must submit a written treatment plan to us every 30 days.
Benefits for services beyond those listed above that are given for disease modification or palliation, such as but not limited to chemotherapy and radiation therapy, are available to a member in hospice. These services are covered under other parts of this plan.

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

1. Medication, ancillary medical supplies and supply delivery, (not to exceed a 14-day supply); however, medication which is delivered but not administered is not covered;

2. Pharmacy compounding and dispensing services (including pharmacy support) for intravenous solutions and medications (if outpatient prescription drug benefits are provided under this plan, *compound medications* must be obtained from a *participating pharmacy*);

3. *Hospital* and home clinical visits related to the administration of infusion therapy, including skilled nursing services including those provided for: (a) patient or alternative caregiver training; and (b) visits to monitor the therapy;

4. Rental and purchase charges for durable medical equipment; maintenance and repair charges for such equipment;

5. Laboratory services to monitor the patient’s response to therapy regimen.

6. Total Parenteral Nutrition (TPN), Enteral Nutrition Therapy, antibiotic therapy, pain management, chemotherapy, and may also include injections (intra-muscular, subcutaneous, or continuous subcutaneous).

Infusion therapy services are subject to pre-service review to determine medical necessity. (See *UTILIZATION REVIEW PROGRAM*.)

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

**Professional Services**

1. Services of a *physician*.

2. Services of an anesthetist (M.D. or C.R.N.A.).
Reconstructive Surgery. Reconstructive surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following: (a) improve function; or (b) create a normal appearance, to the extent possible. This includes surgery performed to restore and achieve symmetry following a medically necessary mastectomy. This also includes medically necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. “Cleft palate” means a condition that may include cleft palate, cleft lip, or other craniofacial anomalies associated with cleft palate.

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

Ambulance. Ambulance services are covered when you are transported by a state licensed vehicle that is designed, equipped, and used to transport the sick and injured and is staffed by Emergency Medical Technicians (EMTs), paramedics, or other licensed or certified medical professionals. Ambulance services are covered when one or more of the following criteria are met:

- For ground ambulance, you are transported:
  - From your home, or from the scene of an accident or medical emergency, to a hospital,
  - Between hospitals, including when you are required to move from a hospital that does not contract with us to one that does, or
  - Between a hospital and a skilled nursing facility or other approved facility.

- For air or water ambulance, you are transported:
  - From the scene of an accident or medical emergency to a hospital,
  - Between hospitals, including when you are required to move from a hospital that does not contract with us to one that does, or
  - Between a hospital and another approved facility.

Non-emergency ambulance services are subject to medical necessity reviews. Emergency ground ambulance services do not require pre-service review. Pre-service review is required for air ambulance in a non-medical emergency. When using an air ambulance in a non-emergency situation, we reserve the right to select the air ambulance provider.
If you do not use the air ambulance we select in a non-emergency situation, no coverage will be provided. You must be taken to the nearest facility that can provide care for your condition. In certain cases, coverage may be approved for transportation to a facility that is not the nearest facility.

Coverage includes medically necessary treatment of an illness or injury by medical professionals from an ambulance service, even if you are not transported to a hospital. If provided through the 911 emergency response system*, ambulance services are covered if you reasonably believed that a medical emergency existed even if you are not transported to a hospital. Ambulance services are not covered when another type of transportation can be used without endangering your health. Ambulance services for your convenience or the convenience of your family members or physician are not a covered service.

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

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

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

**Important information about air ambulance coverage.** Coverage is only provided for air ambulance services when it is not appropriate to use a ground or water ambulance. For example, if using a ground ambulance would endanger your health and your medical condition requires a more rapid transport to a hospital than the ground ambulance can provide, this plan will cover the air ambulance. Air ambulance will also be covered if you are in a location that a ground or water ambulance cannot reach.

Air ambulance will not be covered if you are taken to a hospital that is not an acute care hospital (such a skilled nursing facility or a rehabilitation facility), or if you are taken to a physician's office or to your home.

**Hospital to hospital transport:** If you are being transported from one hospital to another, air ambulance will only be covered if using a ground ambulance would endanger your health and if the hospital that first treats you cannot give you the medical services you need. Certain specialized services are not available at all hospitals. For example, burn care, cardiac care, trauma care, and critical care are only available at certain hospitals. For services to be covered, you must be taken to the closest hospital that can treat you.
Coverage is not provided for air ambulance transfers because you, your family, or your physician prefers a specific hospital or physician.

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

**Supplemental Accidental Injury Benefit.** We will pay up to $300 for covered charges incurred for treatment of an accidental injury which occurs while you are covered under this plan. Such expense must be incurred within 90 days of the injury date.

This benefit is not payable for sickness but applies to the following hospital and medical bills due to accident only:

- Hospital, surgical and medical services.
- Private duty services of a registered nurse.
- Laboratory and X-Ray examinations.
- Physician's medical and surgical treatment.
- Physical therapy.
- Ambulance service.

**Diagnostic Services.** Outpatient diagnostic imaging and laboratory services and genetic tests. Genetic tests are subject to pre-service review to determine medical necessity. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews. Imaging procedures, including, but not limited to, Magnetic Resonance Imaging (MRI), Computerized Tomography (CT scans), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan), Echocardiography, and nuclear cardiac imaging are subject to pre-service review to determine medical necessity. You may call the toll-free Member Services telephone number on your identification card to find out if an imaging procedure requires pre-service review. See UTILIZATION REVIEW PROGRAM for details.

**Body Scan.** We will pay for services and supplies provided by Body Scan International in connection with a body scan for screening purposes up to $1,000 per scan, limited to one scan per year.
Radiation Therapy. This includes treatment of disease using x-ray, radium or radioactive isotopes, other treatment methods (such as teletherapy, brachytherapy, intra operative radiation, photon or high energy particle sources), material and supplies used in the therapy process and treatment planning. These services can be provided in a facility or professional setting.

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

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

The following renal dialysis services are covered:

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

Treatment provided by a freestanding outpatient hemodialysis center which is a non-participating provider is limited to $350 per visit.

Prosthetic Devices

1. Breast prostheses following a mastectomy.
2. Prosthetic devices to restore a method of speaking when required as a result of a covered medically necessary laryngectomy.
3. We will pay for other medically necessary prosthetic devices, including:
   a. Surgical implants, including but not limited to cochlear implants;
   b. Artificial limbs or eyes;
   c. The first pair of contact lenses or eye glasses when required as a result of a covered medically necessary eye surgery;
   d. Therapeutic shoes and inserts for the prevention and treatment of diabetes-related foot complications; and
e. 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.

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

1. Of no further use when medical needs end (but not disposable);
2. For the exclusive use of the patient;
3. Not primarily for comfort or hygiene;
4. Not for environmental control or for exercise; and
5. Manufactured specifically for medical use.

We will determine whether the item satisfies the conditions above.

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

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

1. Nebulizers, including face masks and tubing, inhaler spacers, and peak flow meters. These items are covered under the plan’s medical benefits and are not subject to any limitations or maximums that apply to coverage for durable medical equipment (see “Durable Medical Equipment”).

2. Education for pediatric asthma, including education to enable the child to properly use the items listed above. This education will be covered under the plan’s benefits for office visits to a physician.

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

1. **Admissions for Dental Care.** Listed inpatient hospital services for up to three days during a hospital stay, when such stay is required for dental treatment and has been ordered by a physician (M.D.) and a dentist (D.D.S. or D.M.D.). We will make the final determination as to whether the dental treatment could have been safely rendered in another setting due to the nature of the procedure or your medical condition. Hospital stays for the purpose of administering general anesthesia are not considered necessary and are not covered except as specified in #2, below.

2. **General Anesthesia.** General anesthesia and associated facility charges when your clinical status or underlying medical condition requires that dental procedures be rendered in a hospital or ambulatory surgical center. This applies only if (a) the member is less than seven years old, (b) the member is developmentally disabled, or (c) the member’s health is compromised and general anesthesia is medically necessary. Charges for the dental procedure itself, including professional fees of a dentist, may not be covered.

3. **Dental Injury.** Services of a physician (M.D.) or dentist (D.D.S. or D.M.D.) solely to treat an accidental injury to natural teeth. Coverage shall be limited to only such services that are medically necessary to repair the damage done by the accidental injury and/or restore function lost as a direct result of the accidental injury. Damage to natural teeth due to chewing or biting is not accidental injury unless the chewing or biting results from a medical or mental condition.

4. **Cleft Palate.** Medically necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. “Cleft palate” means a condition that may include cleft palate, cleft lip, or other craniofacial anomalies associated with cleft palate.

5. **Orthognathic surgery.** Orthognathic surgery for a physical abnormality that prevents normal function of the upper or lower jaw and is medically necessary to attain functional capacity of the affected part.

**Important:** If you decide to receive dental services that are not covered under this plan, a participating provider who is a dentist may charge you his or her usual and customary rate for those services. Prior to providing you with dental services that are not a covered benefit, the dentist should provide a treatment plan that includes each anticipated service to be provided and the estimated cost of each service.
If you would like more information about the dental services that are covered under this plan, please call us at the Member Services telephone number listed on your ID card. To fully understand your coverage under this plan, please carefully review this Evidence of Coverage document.

**Pregnancy and Maternity Care**

1. All medical benefits for an enrolled member when provided for pregnancy or maternity care, including the following services:
   
a. Prenatal, postnatal and postpartum care;
   
b. Prenatal testing administered by the California Prenatal Screening Program, which is a statewide prenatal testing program administered by the State Department of Public Health. The calendar year deductible will not apply and no copayment will be required for services you receive as part of this program;
   
c. Ambulatory care services (including ultrasounds, fetal non-stress tests, physician office visits, and other medically necessary maternity services performed outside of a hospital);

2. Involuntary complications of pregnancy;

3. Diagnosis of genetic disorders in cases of high-risk pregnancy;

f. Inpatient hospital care including labor and delivery.

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

2. Medical hospital benefits for routine nursery care of a newborn child, if the child’s natural mother is an enrolled member. Routine nursery care of a newborn child includes screening of a newborn for genetic diseases, congenital conditions, and other health conditions provided through a program established by law or regulation.

3. Certain services are covered under the “Preventive Care Services” benefit. Please see that provision for further details.
Transplant Services. Services and supplies provided in connection with a non-investigative organ or tissue transplant, if you are:

1. The recipient; or
2. The donor.

Benefits for an organ donor are as follows:

- When both the person donating the organ and the person getting the organ are members, each will get benefits under their plans.

- When the person getting the organ is member, but the person donating the organ is not, benefits under this plan are limited to benefits not available to the donor from any other source. This includes, but is not limited to, other insurance, grants, foundations, and government programs.

- If our covered insured person is donating the organ to someone who is not a member, benefits are not available under this plan.

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

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

To maximize your benefits, you should call our Transplant Department as soon as you think you may need a transplant to talk about your benefit options. You must do this before you have an evaluation or work-up for a transplant. We will help you maximize your benefits by giving you coverage information, including details on what is covered and if any clinical coverage guidelines, medical policies, Centers of Medical Excellence (CME) or Blue Distinction Centers for Specialty Care (BDCSC) rules, or exclusions apply. Call the Member Services phone number on the back of your ID card and ask for the transplant coordinator.
You or your physician must call our Transplant Department for pre-service review prior to the transplant, whether it is performed in an inpatient or outpatient setting. Prior authorization is required before we will provide benefits for a transplant. Your physician must certify, and we must agree, that the transplant is medically necessary. Your physician should send a written request for prior authorization to us as soon as possible to start this process. Not getting prior authorization will result in a denial of benefits.

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

**Specified Transplants**

You must obtain our prior authorization for all services including, but not limited to, preoperative tests and postoperative care related to the following specified transplants: heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous pancreas-kidney, or bone marrow/stem cell and similar procedures. Specified transplants must be performed at Centers of Medical Excellence (CME) or Blue Distinction Centers for Specialty Care (BDCSC). Charges for services provided for or in connection with a specified transplant performed at a facility other than a CME or BDCSC will not be considered covered under this plan. Call the toll-free telephone number for pre-service review on your identification card if your physician recommends a specified transplant for your medical care. A case manager transplant coordinator will assist in facilitating your access to a CME or BDCSC. See UTILIZATION REVIEW PROGRAM for details.

**Transplant Travel Expense**

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

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

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

The Calendar Year Deductible will not apply and no co-payments will be required for transplant travel expenses authorized in advance by us. We will provide benefits for lodging and ground transportation, up to the current limits set forth in the Internal Revenue Code.

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

Details regarding reimbursement can be obtained by calling the Member Services number on your identification card.

A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

**Bariatric Surgery.** Services and supplies in connection with *medically necessary* surgery for weight loss, only for morbid obesity and only when performed at a designated BDCSC facility. See **UTILIZATION REVIEW PROGRAM** for details.
You must obtain pre-service review for all bariatric surgical procedures. **Charges for services provided for or in connection with a bariatric surgical procedure performed at a facility other than a BDCSC will not be covered.**

**Bariatric Travel Expense.** Certain travel expenses incurred in connection with an approved, specified bariatric surgery, performed at a designated BDCSC that is fifty (50) miles or more from the member’s place of residence, are covered, provided the expenses are authorized by us in advance. The fifty (50) mile radius around the BDCSC will be determined by the *bariatric BDCSC coverage area* (See DEFINITIONS). Our maximum payment will not exceed $3,000 per surgery for the following travel expenses incurred by the member and/or one companion:

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

Member Services will confirm if the “Bariatric Travel Expense” benefit is available in connection with access to the selected bariatric BDCSC. Details regarding reimbursement can be obtained by calling the Member Services number on your I.D. card. A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

**Transgender Services.** Services and supplies provided in connection with gender transition when you have been diagnosed with gender identity disorder or gender dysphoria by a physician. This coverage is provided according to the terms and conditions of the plan that apply to all other covered medical conditions, including medical necessity requirements, utilization management, and exclusions for cosmetic services. Coverage includes, but is not limited to, *medically necessary* services related to gender transition such as transgender surgery, hormone therapy, psychotherapy, and vocal training.

Coverage is provided for specific services according to plan benefits that apply to that type of service generally, if the plan includes coverage for the service in question. If a specific coverage is not included, the service will not be covered. For example, transgender surgery would be covered on the same basis as any other covered, *medically necessary* surgery; hormone therapy would be covered under the plan’s prescription drug benefits (if such benefits are included).
Transgender services are subject to prior authorization in order for coverage to be provided. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

Services that are excluded on the basis that they are cosmetic include, but are not limited to, liposuction, facial bone reconstruction, voice modification surgery, breast implants, and hair removal. Transgender services are subject to prior authorization in order for coverage to be provided. Please refer to UTILIZATION REVIEW PROGRAM for information on how to obtain the proper reviews.

**Transgender Travel Expense.** Certain travel expenses incurred in connection with an approved transgender surgery, when the hospital at which the surgery is performed is 75 miles or more from your place of residence, provided the expenses are authorized in advance by us. Our maximum payment will not exceed $10,000 per transgender surgery, or series of surgeries (if multiple surgical procedures are performed), for the following travel expenses incurred by you and one companion:

- Ground transportation to and from the hospital when it is 75 miles or more from your place of residence.
- Coach airfare to and from the hospital when it is 300 miles or more from your residence.
- Lodging, limited to one room, double occupancy.
- Other reasonable expenses. Tobacco, alcohol, drug, and meal expenses are excluded.

The Calendar Year Deductible will not apply and no co-payments will be required for transgender travel expenses authorized in advance by us. We will provide benefits for lodging, transportation, and other reasonable expenses up to the current limits set forth in the Internal Revenue Code, not to exceed the maximum amount specified above. This travel expense benefit is not available for non-surgical transgender services.

Details regarding reimbursement can be obtained by calling the Member Services number on your identification card. A travel reimbursement form will be provided for submission of legible copies of all applicable receipts in order to obtain reimbursement.

**Preventive Care Services.**

Preventive care includes screenings and other services for adults and children. All recommended preventive services will be covered as required by the Affordable Care Act (ACA) and applicable state law. This means for preventive care services, the calendar year deductible will not apply to these services or supplies when they are provided by a
participating provider. No co-payment will apply to these services or supplies when they are provided by a participating provider.

1. A physician's services for routine physical examinations.

2. Immunizations prescribed by the examining physician.

3. Radiology and laboratory services and tests ordered by the examining physician in connection with a routine physical examination, excluding any such tests related to an illness or injury. Those radiology and laboratory services and tests related to an illness or injury will be covered as any other medical service available under the terms and conditions of the provision “Diagnostic Services”.

4. Health screenings as ordered by the examining physician for the following: breast cancer, including BRCA testing if appropriate (in conjunction with genetic counseling and evaluation), cervical cancer, including human papillomavirus (HPV), prostate cancer, colorectal cancer, and other medically accepted cancer screening tests, blood lead levels, high blood pressure, type 2 diabetes mellitus, cholesterol, obesity, and screening for iron deficiency anemia in pregnant women.

5. Human immunodeficiency virus (HIV) testing, regardless of whether the testing is related to a primary diagnosis.

6. Counseling and risk factor reduction intervention services for sexually transmitted infections, human immunodeficiency virus (HIV), contraception, tobacco use, and tobacco use-related diseases.

7. Additional preventive care and screening for women provided for in the guidelines supported by the Health Resources and Services Administration, including the following:

a. All FDA-approved contraceptive drugs, devices, and other products for women, including over-the-counter items, if prescribed by a physician. This includes contraceptive drugs, injectable contraceptives, patches and devices such as diaphragms, intra uterine devices (IUDs) and implants, as well as voluntary sterilization procedures, contraceptive education and counseling. It also includes follow-up services related to the drugs, devices, products and procedures, including but not limited to management of side effects, counseling for continued adherence, and device insertion and removal.
At least one form of contraception in each of the methods identified in the FDA’s Birth Control Guide will be covered as preventive care under this section. If there is only one form of contraception in a given method, or if a form of contraception is deemed not medically advisable by a physician, the prescribed FDA-approved form of contraception will be covered as preventive care under this section.

b. In order to be covered as preventive care, contraceptive prescription drugs must be either generic oral contraceptives. Brand name drugs will be covered as preventive care services when medically necessary according to your attending doctor, otherwise they will be covered under your plan’s prescription drug benefits (see YOUR PRESCRIPTION DRUG BENEFITS). Breast feeding support, supplies, and counseling. [One – Ten] breast pumps will be covered [per pregnancy under this benefit.

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.

c. Breast feeding support, supplies, and counseling.

d. Gestational diabetes screening.

e. Preventive prenatal care.

8. Preventive services for certain high-risk populations as determined by your physician, based on clinical expertise.

This list of preventive care services is not exhaustive. Preventive tests and screenings with a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF), or those supported by the Health Resources and Services Administration (HRSA) will be covered with no copayment and will not apply to the calendar year deductible.

See the definition of “Preventive Care Services” in the DEFINITIONS section for more information about services that are covered by this plan as preventive care services.
Hearing Aid Services. The following hearing aid services are covered when provided by or purchased as a result of a written recommendation from an otolaryngologist or a state-certified audiologist.

1. Audiological evaluations to measure the extent of hearing loss and determine the most appropriate make and model of hearing aid. These evaluations will be covered under plan benefits for office visits to physicians.

2. Hearing aids (monaural or binaural) including ear mold(s), bone-anchored hearing aids, the hearing aid instrument, batteries, cords and other ancillary equipment.

3. Visits for fitting, counseling, adjustments and repairs for a one year period after receiving the covered hearing aid.

Benefits are provided for one hearing aid per ear every three years.

Benefits will not be provided for charges for a hearing aid which exceeds the specifications prescribed for the correction of hearing loss, or for more than the benefit maximums in the “Medical Benefit Maximums” section.

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

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

1. Diagnostic mammogram examinations in connection with the treatment of a diagnosed illness or injury. Routine mammograms will be covered initially under the Preventive Care Services benefit.

2. Breast cancer (BRCA) testing, if appropriate, in conjunction with genetic counseling and evaluation. When done as a preventive care service, BRCA testing will be covered under the Preventive Care Services benefit.

3. Mastectomy and lymph node dissection; complications from a mastectomy including lymphedema.

4. Reconstructive surgery of both breasts performed to restore and achieve symmetry following a medically necessary mastectomy.

5. Breast prostheses following a mastectomy (see “Prosthetic Devices”).
This coverage is provided according to the terms and conditions of this plan that apply to all other medical conditions.

**Cancer Clinical Trials.** Coverage is provided for services and supplies for routine patient care costs, as defined below, in connection with phase I, phase II, phase III and phase IV cancer clinical trials, if all the following conditions are met:

1. The treatment provided in a clinical trial must either:
   a. Involve a drug that is exempt under federal regulations from a new drug application, or
   b. Be approved by (i) one of the National Institutes of Health, (ii) the federal Food and Drug Administration in the form of an investigational new drug application, (iii) the United States Department of Defense, or (iv) the United States Veteran’s Administration.

2. You must be diagnosed with cancer to be eligible for participation in these clinical trials.

3. Participation in such clinical trials must be recommended by your physician after determining participation has a meaningful potential to benefit the member.

4. For the purpose of this provision, a clinical trial must have a therapeutic intent. Clinical trials to just test toxicity are not included in this coverage.

Routine patient care costs means the costs associated with the provision of services, including drugs, items, devices and services which would otherwise be covered under the plan, including health care services which are:

1. Typically provided absent a clinical trial.
2. Required solely for the provision of the investigational drug, item, device or service.
3. Clinically appropriate monitoring of the investigational item or service.
4. Prevention of complications arising from the provision of the investigational drug, item, device, or service.
5. Reasonable and necessary care arising from the provision of the investigational drug, item, device, or service, including the diagnosis or treatment of the complications.
Routine patient care costs do not include the costs associated with any of the following:

1. *Drugs* or devices not approved by the federal Food and Drug Administration that are associated with the clinical trial.

2. Services other than health care services, such as travel, housing, companion expenses and other nonclinical expenses that you may require as a result of the treatment provided for the purposes of the clinical trial.

3. Any item or service provided solely to satisfy data collection and analysis needs not used in the clinical management of the patient.

4. Health care services that, except for the fact they are provided in a clinical trial, are otherwise specifically excluded from the plan.

5. Health care services customarily provided by the research sponsors free of charge to members enrolled in the trial.

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

Disagreements regarding the coverage or medical necessity of possible clinical trial services may be subject to Independent Medical Review as described in GRIEVANCE PROCEDURES.

**Physical Therapy, Physical Medicine and Occupational Therapy (including chiropractic services).** The following services provided by a physician under a treatment plan:

1. Physical therapy and physical medicine provided on an outpatient basis for the treatment of illness or injury including the therapeutic use of heat, cold, exercise, electricity, ultra violet radiation, manipulation of the spine, or massage for the purpose of improving circulation, strengthening muscles, or encouraging the return of motion. (This includes many types of care which are customarily provided by chiropractors, physical therapists and osteopaths. It does not include massage therapy services at spas or health clubs.)

2. Occupational therapy provided on an outpatient basis when the ability to perform daily life tasks has been lost or reduced by illness or injury including programs which are designed to rehabilitate mentally, physically or emotionally handicapped persons. Occupational therapy programs are designed to maximize or improve a patient's upper extremity function, perceptual motor skills and ability to function in daily living activities.
Benefits are not payable for care provided to relieve general soreness or for conditions that may be expected to improve without treatment. For the purposes of this benefit, the term “visit” shall include any visit by a physician in that physician’s office, or in any other outpatient setting, during which one or more of the services covered under this limited benefit are rendered, even if other services are provided during the same visit.

For physical therapy, physical medicine or occupational therapy, covered services are payable if medically necessary. After your initial visit to a physician for physical therapy, physical medicine or occupational therapy, pre-service review must be obtained prior to receiving additional services.

For the services of a non-participating provider only, our maximum payment is limited to $35 for each visit.

If you receive chiropractic services from a non-participating provider and you need to submit a claim to us, please send it to the address listed below. If you have any questions or are in need of assistance, please call us at the Member Services telephone number listed on your ID card.

American Specialty Health
P.O. Box 509001
San Diego, CA 92150-9002

Contraceptives. Services and supplies provided in connection with the following methods of contraception:

- Injectable drugs and implants for birth control, administered in a physician’s office, if medically necessary.
- Intrauterine contraceptive devices (IUDs) and diaphragms, dispensed by a physician if medically necessary.
- Professional services of a physician in connection with the prescribing, fitting, and insertion of intrauterine contraceptive devices or diaphragms.

Contraceptive supplies prescribed by a physician for reasons other than contraceptive purposes for medically necessary treatment such as decreasing the risk of ovarian cancer, eliminating symptoms of menopause or for contraception that is necessary to preserve life or health may also be covered.

If your physician determines that none of these contraceptive methods are appropriate for you based on your medical or personal history, coverage will be provided for another prescription contraceptive method that is approved by the Food and Drug Administration (FDA) and prescribed by your physician.
Certain contraceptives are covered under the “Preventive Care Services” benefit. Please see that provision for further details.

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

**Injectable Drugs and Implants for Birth Control.** Injectable drugs and implants for birth control administered in a *physician’s office* if medically necessary.

**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 Services” benefit. Please see that provision for further details.

**Speech Therapy and speech-language pathology (SLP) services.** Services to identify, assess, and treat speech, language, and swallowing disorders in children and adults. Therapy that will develop or treat communication or swallowing skills to correct a speech impairment. For the services of a *non-participating provider* only, our maximum payment is limited to $35 for each visit.

**Acupuncture.** The services of a *physician* for acupuncture treatment to treat a disease, illness or injury, including a patient history visit, physical examination, treatment planning and treatment evaluation, electroacupuncture, cupping and moxibustion. We will pay for up to a maximum of $40 for all covered services rendered during each visit.

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

1. The following equipment and supplies:
   a. Blood glucose monitors, including monitors designed to assist the visually impaired, and blood glucose testing strips.
   b. Insulin pumps.
   c. Pen delivery systems for insulin administration (non-disposable).
   d. Visual aids (but not eyeglasses) to help the visually impaired to properly dose insulin.
   e. Podiatric devices, such as therapeutic shoes and shoe inserts, to treat diabetes-related complications.
Items a through d above are covered under your plan’s benefits for durable medical equipment (see “Durable Medical Equipment”). Item e above is covered under your plan’s benefits for prosthetic devices (see “Prosthetic Devices”).

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

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

3. The following items are covered as medical supplies:
   a. Insulin syringes, disposable pen delivery systems for insulin administration. Charges for insulin and other prescriptive medications are not covered.
   b. Testing strips, lancets, and alcohol swabs.

4. Screenings for gestational diabetes are covered under your Preventive Care Services benefit. Please see that provision for further details.

Infertility Treatment. The following services and supplies furnished in connection with the diagnosis and treatment of infertility, when under the direct care and treatment of a physician.

1. Examinations.
2. Diagnostic tests and work-ups.
3. Medications administered in a physician’s office.
4. Artificial insemination.
5. In vitro fertilization.
6. Gamete intrafallopian transfer.
7. Zygote intrafallopian transfer.
Treatment for infertility will not include sterilization reversal or any other services for infertility not specifically stated above. In no event will benefit payments exceed $5,000 for all covered charges incurred during your lifetime.

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

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

The cost of the necessary formulas and special food products is covered only as it exceeds the cost of a normal diet. "Formula" means an enteral product or products for use at home. The formula must be prescribed by a physician or nurse practitioner, or ordered by a registered dietician upon referral by a health care provider authorized to prescribe dietary treatments, and is medically necessary for the treatment of PKU.

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

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

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

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

Benefits for drugs that you inject or get at a retail pharmacy (i.e., self-administered drugs) are not covered under this section. Benefits for those and other covered drugs are described under YOUR PRESCRIPTION DRUG BENEFITS, if included.

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

Prior Authorization. Your plan includes certain features to determine when prescription drugs should be covered, which are described below. As part of these features, your prescribing physician 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:

- Specific clinical criteria and/or recommendations made by state or federal agencies (including, but not limited to, requirements regarding age, test result requirements, presence of a specific condition or disease, quantity, dose and/or frequency of administration);

- Specific provider qualifications including, but not limited to, REMS certification (Risk, Evaluation and Mitigation Strategies) as recommended by the FDA;

- Step therapy requiring one drug, drug regimen, or treatment be used prior to use of another drug, drug regimen, or treatment for safety and/or cost-effectiveness when clinically similar results may be anticipated;
Use of a prescription drug formulary which is a list of FDA-approved drugs that have been reviewed and recommended for use based on their quality and cost effectiveness.

If you or your prescribing physician disagree with our decision, you may file an exception request. Please see the subsection "Exception Request for a Quantity, Dose or Frequency Limitation, Step Therapy, or a Drug not on the Prescription Drug List" under the section "YOUR PRESCRIPTION DRUG BENEFITS: PRESCRIPTION DRUG FORMULARY".

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 physician and controlled substances must be prescribed by a licensed physician with an active DEA license.

Compound drugs are a covered service when a commercially available dosage form of a medically necessary medication is not available, all the ingredients of the compound drug are FDA approved in the form in which they are used in the compound drug and 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.

Your plan also covers certain over-the-counter drugs that we must cover under federal law, when prescribed by a physician, subject to all terms of this plan that apply to those benefits. Please see the "Preventive Care Services" provision of MEDICAL CARE THAT IS COVERED or the "Preventive Prescription Drugs and Other Items" provision under YOUR PRESCRIPTION DRUG BENEFITS for additional details.

Precertification. You or your physician can get the list of the prescription drug that require prior authorization by calling 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 physician may check with us to verify prescription drug coverage, to find out which prescription drug are covered under this section and if any drug edits apply. However, if we determine through prior authorization that the drug originally prescribed is medically necessary and is cost effective, you will be provided the drug originally requested. If, when you first become a member, you are already being treated for a medical condition by a drug that has been appropriately prescribed and is considered safe and effective for your medical condition, we will not require you to try a drug other than the one you are currently taking.
In order for you to get a *specialty pharmacy drug* that requires prior authorization, your *physician* must make a request to us using the required uniform prior authorization request form. If you’re requesting an exception to the step therapy process, your *physician* must use the same form. The request, for either prior authorization or step therapy exceptions, may be made by mail, telephone, facsimile, or it may be made electronically. At the time the request is initiated, specific clinical information will be requested from your *physician* based on medical policy and/or clinical guidelines, based specifically on your diagnosis and/or the *physician’s* statement in the request or clinical rationale for the *specialty pharmacy drug*.

After we get the request from your *physician*, we will review the request and respond within the following time periods:

- 72 hours for non-urgent requests, and
- 24 hours if exigent circumstances exist. Exigent circumstances exist if you are suffering from a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or if you are undergoing a current course of treatment using a drug not covered by the *plan*.

If you have any questions regarding whether a *specialty pharmacy drug* requires prior authorization, please call us at the number on the back of your *ID Card*.

If we deny a request for prior authorization of a *specialty pharmacy drug*, you or your prescribing *physician* may appeal our decision by calling us at the number on the back of your *ID Card*. If you are not satisfied with the resolution based on your inquiry, you may file a grievance with us by following the procedures described in the section entitled *GRIEVANCE PROCEDURES*.

**MEDICAL CARE THAT IS NOT COVERED**

No payment will be made under this *plan* for expenses incurred for or in connection with any of the items below. (The titles given to these exclusions and limitations are for ease of reference only; they are not meant to be an integral part of the exclusions and limitations and do not modify their meaning.)

**Not Medically Necessary.** Services or supplies that are not *medically necessary*, as defined.

This exclusion does not apply to services that are mandated by state or federal law, or listed as covered under “YOUR MEDICAL BENEFITS”, “Prescription Drugs Obtained from or Administered by a Medical Provider” and/or “Your Prescription Drug Benefits”.
**Experimental or Investigative.** Any experimental or investigative procedure or medication. But, if you are denied benefits because it is determined that the requested treatment is experimental or investigative, you may request an independent medical review as described in GRIEVANCE PROCEDURES.

**Services Received Outside of the United States** Services rendered by providers located outside the United States, unless the services are for an emergency, emergency ambulance or urgent care.

**Incarceration.** For care required while incarcerated in a federal, state or local penal institution or required while in custody of federal, state or local law enforcement authorities, including work release programs, unless otherwise required by law or regulation.

**Not Covered.** Services received before your effective date or after your coverage ends, except as specifically stated under EXTENSION OF BENEFITS.

**Non-Licensed Providers.** Treatment or services rendered by non-licensed health care providers and treatment or services for which the provider of services is not required to be licensed. This includes treatment or services from a non-licensed provider under the supervision of a licensed physician, except as specifically provided or arranged by us. This exclusion does not apply to the medically necessary treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVERSIVE DEVELOPMENTAL DISORDER OR AUTISM. Additionally, this exclusion does not apply to the medically necessary services to treat severe mental disorders or serious emotional disturbances of a child as required by state law.

**Services Received from Providers on a Federal or State Exclusion List.** Any service, drug, drug regimen, treatment, or supply furnished, ordered or prescribed by a provider identified as an excluded individual or entity on the U.S. Department of Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (OIG List), the General Services Administration System for Award Management (GSA List), State Medicaid exclusion lists or other exclusion/sanctioned lists as published by Federal or State regulatory agencies. This exclusion does not apply to an emergency medical condition.

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

**Waived Cost-Shares Non-Participating Provider.** For any service for which you are responsible under the terms of this plan to pay a co-payment or deductible, and the co-payment or deductible is waived by a non-participating provider.
Work-Related. Any injury, condition or disease arising out of employment for which benefits or payments are covered by any worker’s compensation law or similar law. If we provide benefits for such injuries, conditions or diseases we shall be entitled to establish a lien or other recovery under section 4903 of the California Labor Code or any other applicable law, and as described in REIMBURSEMENT FOR ACTS OF THIRD PARTIES.

Government Treatment. Any services you actually received that were provided by a local, state, or federal government agency, or by a public school system or school district, except when payment under this plan is expressly required by federal or state law. We will not cover payment for these services if you are not required to pay for them or they are given to you for free.

Medicare. For which benefits are payable under Medicare Parts A and/or B, or would have been payable if you had applied for Parts A and/or B, except as listed in this booklet or as required by federal law, as described in the section titled “BENEFITS FOR MEDICARE ELIGIBLE MEMBERS: Coordinating Benefits With Medicare”. If you do not enroll in Medicare Part B when you are eligible, you may have large out-of-pocket costs. Please refer to Medicare.gov for more details on when you should enroll and when you are allowed to delay enrollment without penalties.

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.

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

1. It must be internationally known as being devoted mainly to medical research;
2. At least 10% of its yearly budget must be spent on research not directly related to patient care;
3. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
4. It must accept patients who are unable to pay; and
5. Two-thirds of its patients must have conditions directly related to the hospital’s research.
**Private Contracts.** Services or supplies provided pursuant to a private contract between the member and a provider, for which reimbursement under the Medicare program is prohibited, as specified in Section 1802 (42 U.S.C. 1395a) of Title XVIII of the Social Security Act.

**Body Scans.** Services and supplies in connection with a body scan, except as specifically stated in the “Body Scan” provision.

This exclusion does not apply to medically necessary services received as part of the “Diagnostic Services” provision under the section MEDICAL CARE THAT IS COVERED.

**Emergency Room Services for non-Emergency Care.** Services provided in an emergency room for conditions that do not meet the definition of an emergency. This includes, but is not limited to, suture removal in an emergency room. For non-emergency care please use the closest network urgent care center or your primary care physician.

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

**Residential accommodations.** Residential accommodations to treat medical or behavioral health conditions, except when provided in a hospital, hospice, skilled nursing facility or residential treatment center. This exclusion includes procedures, equipment, services, supplies or charges for the following:

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

This exclusion does not apply to the medically necessary services to treat severe mental disorders or serious emotional disturbances of a child as required by state law.
Wilderness. Wilderness or other outdoor camps and/or programs. This exclusion does not apply to medically necessary services to treat severe mental disorders or serious emotional disturbances of a child as required by state law.

Orthodontia. Braces and other orthodontic appliances or services, except as specifically stated in the “Reconstructive Surgery” or “Dental Care” provisions of MEDICAL CARE THAT IS COVERED.

Dental Services or Supplies. Dental plates, bridges, crowns, caps or other dental prostheses, dental implants, dental services, extraction of teeth, or treatment to the teeth or gums, or treatment to or for any disorders for the jaw joint, except as specifically stated in the “Reconstructive Surgery”, “Dental Care” or “Jaw Joint Disorders” provisions of MEDICAL CARE THAT IS COVERED. Cosmetic dental surgery or other dental services for beautification.

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.

Hearing Aids or Tests. Hearing aids and routine hearing tests, including bone-anchored hearing aids, except as specifically provided under MEDICAL CARE THAT IS COVERED.

Growth Hormone Treatment. Any treatment, device, drug, service or supply (including surgical procedures, devices to stimulate growth and growth hormones), solely to increase or decrease height or alter the rate of growth.

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

Dental Devices for Snoring. Oral appliances for snoring.

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

**Outpatient Speech Therapy.** Outpatient speech therapy except as stated in the “Outpatient Speech Therapy” provision of MEDICAL CARE THAT IS COVERED. This exclusion also does not apply to the *medically necessary* treatment of severe mental disorders, or to the medically necessary treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVERSIVE DEVELOPMENTAL DISORDER OR AUTISM.

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

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

**Commercial Weight Loss Programs.** Weight loss programs, whether or not they are pursued under medical or physician supervision, unless specifically listed as covered in this plan.

This exclusion includes, but is not limited to, commercial weight loss programs (Weight Watchers, Jenny Craig, LA Weight Loss) and fasting programs.

This exclusion does not apply to medically necessary treatments for morbid obesity or dietary evaluations and counseling, and behavioral modification programs for the treatment of anorexia nervosa or bulimia nervosa. Surgical treatment for morbid obesity is covered as stated in the “Bariatric Surgery” provision of MEDICAL CARE THAT IS COVERED.

**Sterilization Reversal.** Reversal of an elective sterilization.

**Infertility Treatment.** Infertility treatment, except as specifically stated in the “Infertility Treatment” provision of MEDICAL CARE THAT IS COVERED.

**Surrogate Mother Services.** For any services or supplies provided to a person not covered under the plan in connection with a surrogate pregnancy (including, but not limited to, the bearing of a child by another woman for an infertile couple).

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

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

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

Chronic Pain. Treatment of chronic pain, except as specifically provided under the "Hospice Care" or "Infusion Therapy" provisions of MEDICAL CARE THAT IS COVERED.

Health Club Memberships. Health club memberships, exercise equipment, charges from a physical fitness instructor or personal trainer, or any other charges for activities, equipment or facilities used for developing or maintaining physical fitness, even if ordered by a physician. This exclusion also applies to health spas.

Hospital Services Billed Separately. Services rendered by hospital resident physicians or interns that are billed separately. This includes separately billed charges for services rendered by employees of hospitals, labs or other institutions, and charges included in other duplicate billings.

Hyperhidrosis Treatment. Medical and surgical treatment of excessive sweating (hyperhidrosis).

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

Aids for Non-verbal Communication. Devices and computers to assist in communication and speech except for speech aid devices and tracheoesophageal voice devices approved by Anthem.

Educational or Academic Services. Services, supplies or room and board for teaching, vocational, or self-training purposes. This includes, but is not limited to boarding schools and/or the room and board and educational components of a residential program where the primary focus of the program is educational in nature rather than treatment based.

This exclusion does not apply to the medically necessary treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVERSIVE DEVELOPMENTAL DISORDER OR AUTISM. Additionally, this exclusion does not apply to the medically necessary services to treat severe mental disorders or serious emotional disturbances of a child as required by state law.

Food or Dietary Supplements. Nutritional and/or dietary supplements, except as provided in this plan or as required by law. This exclusion includes, but is not limited to, those nutritional formulas and dietary supplements that can be purchased over the counter, which by law do not require either a written prescription or dispensing by a licensed
pharmacist. This exclusion does not apply to the medically necessary services to treat severe mental disorders or serious emotional disturbances of a child as required by state law.

**Mobile/Wearable Devices.** Consumer wearable / personal mobile devices such as a smart phone, smart watch, or other personal tracking devices, including any software or applications.

**Telephone, Facsimile Machine, and Electronic Mail Consultations.** Consultations provided using telephone, facsimile machine, or electronic mail. This exclusion does not apply to the medically necessary services to treat severe mental disorders or serious emotional disturbances of a child as required by state law.

**Routine Physicals and Immunizations.** Physical exams and immunizations required for travel, enrollment in any insurance program, as a condition of employment, for licensing, sports programs, or for other purposes, which are not required by law under the "Preventive Care Services" provision of MEDICAL CARE THAT IS COVERED. This exclusion does not apply to the medically necessary services to treat severe mental disorders or serious emotional disturbances of a child as required by state law.

**Acupuncture.** Acupuncture treatment except as specifically stated in the "Acupuncture" provision of MEDICAL CARE THAT IS COVERED. Acupressure, or massage to control pain, treat illness or promote health by applying pressure to one or more specific areas of the body based on dermatomes or acupuncture points.

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

**Drugs Given to you by a Medical Provider.** The following exclusions apply to drugs you receive from a medical provider:

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

- **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 physician believes you need to use a different prescription drug, please have your physician 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.

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

- **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.

- **Drugs Prescribed by Providers Lacking Qualifications, Registrations and/or Certifications.** Prescription drugs prescribed by a provider that does not have the necessary qualifications, registrations and/or certifications as determined by us.

- **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. This exclusion does not apply to over-the-counter drugs that we must cover under state law, or federal law when recommended by the U.S. Preventive Services Task Force, and prescribed by a physician.

- **Lost or Stolen Drugs.** Refills of lost or stolen drugs.

**Physical Therapy or Physical Medicine.** Services of a physician for physical therapy or physical medicine, except when provided during a covered inpatient confinement, or as specifically stated in the “Home Health Care”, “Hospice Care”, “Infusion Therapy” or “Physical Therapy, Physical Medicine and Occupational Therapy” provisions of MEDICAL CARE THAT IS COVERED. This exclusion also does not apply to the medically necessary treatment of severe mental disorders, or to the medically necessary treatment of pervasive developmental disorder or autism, to the extent stated in the section BENEFITS FOR PERVERSIVE DEVELOPMENTAL DISORDER OR AUTISM.

**Outpatient Prescription Drugs and Medications.** Outpatient prescription drugs or medications and insulin, except as specifically stated in the “Infusion Therapy” or “Home Infusion Therapy” provisions of MEDICAL CARE THAT IS COVERED or under YOUR PRESCRIPTION DRUG
Non-prescription, over-the-counter patent or proprietary drugs or medicines, except as specified in “Preventive Prescription Drugs and Other Items” covered under YOUR PRESCRIPTION DRUG BENEFITS. Cosmetics, health or beauty aids. However, health aids that are medically necessary and meet the requirements for durable medical equipment as specified under the “Durable Medical Equipment” provision of MEDICAL CARE THAT IS COVERED, are covered.

**Contraceptive Devices.** Contraceptive devices prescribed for birth control except as specifically stated in “Injectable Drugs and Implants for Birth Control” provision in MEDICAL CARE THAT IS COVERED.

**Private Duty Nursing.** Private duty nursing services given in a hospital or skilled nursing facility. Private duty nursing services are a covered service only when given as part of the “Home Health Care” benefit.

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

**Cancer Clinical Trials.** Any investigational drugs or devices, non-health services required for you to receive the treatment, the costs of managing the research, or costs that would not be a covered service under this plan for non-Investigative treatments, except as specifically stated in the “Cancer Clinical Trials” provision under the section MEDICAL CARE THAT IS COVERED.
BENEFITS FOR MENTAL HEALTH CONDITIONS AND SUBSTANCE ABUSE

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

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

DEFINITIONS

The meanings of key terms used in this section are shown in italics. Please see the DEFINITIONS section for detailed explanations of any italicized words used in the section.

SUMMARY OF BENEFITS

DEDUCTIBLES

Please see the SUMMARY OF BENEFITS section for your cost share responsibilities. The amounts listed and any exceptions, if applicable, also apply to services provided for the treatment of mental health conditions and substance abuse.

CO-PAYMENTS

Mental Health Conditions and Substance Abuse Co-Payments. You are responsible for the following amounts (percentages are based on the maximum allowed amount for non-emergency services or the reasonable and customary value for emergency services provided by a non-participating provider):

Inpatient Services

- Participating Providers .............................................................. 10%
- Non-Participating Providers ...................................................... 20%

Outpatient Office Visit Services

- Participating Providers .............................................................. 10%
- Non-Participating Providers ...................................................... 20%
Other Outpatient Items and Services

- Participating Providers.................................................................10%
- Non-Participating Providers..........................................................20%

OUT-OF-POCKET AMOUNTS

Please see the SUMMARY OF BENEFITS section for your plan’s out-of-pocket amounts. The amounts listed and any exceptions, if applicable, also apply to services provided for the treatment of mental health conditions and substance abuse.

BENEFIT MAXIMUMS

For all services covered under this benefit, please see the Medical Benefit Maximums in the SUMMARY OF BENEFITS section for any benefit maximums that apply to your plan. The amounts listed and any exceptions, if applicable, also apply to services provided for the treatment of mental health conditions and substance abuse.

MENTAL HEALTH CONDITIONS AND SUBSTANCE ABUSE THAT ARE COVERED

Mental Health Conditions and Substance Abuse. Covered services shown below for the medically necessary treatment of mental health conditions and substance abuse, or to prevent the deterioration of chronic conditions.

- Inpatient Services: Inpatient hospital services and services from a residential treatment center (including crisis residential treatment) for inpatient services and supplies, and physician visits during a covered inpatient stay.

- Outpatient Office Visits for the following:
  - online visits, when available in your area,
  - intensive in-home behavioral health services, when available in your area,
  - individual and group mental health evaluation and treatment,
  - nutritional counseling for the treatment of eating disorders such as anorexia nervosa and bulimia nervosa,
  - drug therapy monitoring,
  - individual and group chemical dependency counseling,
  - medical treatment for withdrawal symptoms,
• methadone maintenance treatment, and

• Behavioral health treatment for pervasive Developmental Disorder or autism delivered in an office setting.

• **Other Outpatient Items and Services:**
  
  • *Partial hospitalization programs,* including *intensive outpatient programs* and visits to a *day treatment center.*

  • Psychological testing,

  • Multidisciplinary treatment in an intensive outpatient psychiatric treatment program,

  • Behavioral health treatment for Pervasive Developmental Disorder or autism delivered at home.

• **Behavioral health treatment for pervasive developmental disorder or autism.** Inpatient services, office visits, and other outpatient items and services are covered under this section. See the section **BENEFITS FOR PERVERSIVE DEVELOPMENTAL DISORDER OR AUTISM** for a description of the services that are covered. **Note:** You must obtain pre-service review for all behavioral health treatment services for the treatment of pervasive developmental disorder or autism in order for these services to be covered by this plan (see **UTILIZATION REVIEW PROGRAM** for details). No benefits are payable for these services if pre-service review is not obtained.

• Diagnosis and all *medically necessary* treatment of *severe mental disorder* of a person of any age and serious emotional disturbances of a child.

• Treatment for substance abuse does not include smoking cessation programs, nor treatment for nicotine dependency or tobacco use. Certain services are covered under the “Preventive Care Services” benefit or as specified in the “Preventive Prescription Drugs and Other Items” covered under **YOUR PRESCRIPTION DRUG BENEFITS.** Please see those provisions for further details.

**MENTAL HEALTH CONDITIONS AND SUBSTANCE ABUSE THAT ARE NOT COVERED**

Please see the exclusions or limitations listed under **MEDICAL CARE THAT IS NOT COVERED** for a list of services not covered under your plan. Services that are not covered, if applicable, also apply to services provided for the treatment of *mental health conditions* and substance abuse.
BENEFITS FOR PERVERSIVE DEVELOPMENTAL DISORDER OR AUTISM

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

Behavioral health treatment services covered under this plan are subject to the same deductibles, coinsurance, and copayments that apply to services provided for other covered medical conditions. Services provided by Qualified Autism Service Providers, Qualified Autism Service Professionals, and Qualified Autism Service Paraprofessionals (see the “Definitions” below) will be covered under plan benefits for outpatient office visits or other outpatient items and services. Services provided in a facility, such as the outpatient department of a hospital, will be covered under plan benefits that apply to such facilities. See also the section BENEFITS FOR MENTAL HEALTH CONDITIONS AND SUBSTANCE ABUSE.

You must obtain pre-service review for all behavioral health treatment services for the treatment of Pervasive Developmental Disorder or autism in order for these services to be covered by this plan (see UTILIZATION REVIEW PROGRAM for details).

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

DEFINITIONS

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

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

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

- A person who is certified by a national entity, such as the Behavior Analyst Certification Board, with a certification that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for Pervasive Developmental Disorder or autism, provided the services are within the experience and competence of the person who is nationally certified; or

- A person licensed as a physician and surgeon (M.D. or D.O.), physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist pursuant to state law, who designs, supervises, or provides treatment for Pervasive Developmental Disorder or autism, provided the services are within the experience and competence of the licensee.

The network of participating providers may be limited to licensed Qualified Autism Service Providers who contract with a Blue Cross and/or Blue Shield Plan and who may supervise and employ Qualified Autism Service Professionals or Qualified Autism Service Paraprofessionals who provide and administer Behavioral Health Treatment.

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

- Provides behavioral health treatment, which may include clinical case management and case supervision under the direction and supervision of a Qualified Autism Service Provider,

- Is supervised by a Qualified Autism Service Provider,

- Provides treatment according to a treatment plan developed and approved by the Qualified Autism Service Provider,

- Is a behavioral service provider who meets the education and experience qualifications described in Section 54342 of Title 17 of the California Code of Regulations for an associate behavior analyst, behavior analyst, behavior management assistant, behavior management consultant, or behavior management program or who meets equivalent criteria in the state in which he or she practices if not providing services in California,
• Has training and experience in providing services for Pervasive Developmental Disorder or autism pursuant to Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code or Title 14 (commencing with Section 95000) of the Government Code, and

• Is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.

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

• Is supervised by a Qualified Autism Service Provider or Qualified Autism Service Professional at a level of clinical supervision that meets professionally recognized standards of practice,

• Provides treatment and implements services pursuant to a treatment plan developed and approved by the Qualified Autism Service Provider,

• Meets the education and training qualifications described in Section 54342 of Title 17 of the California Code of Regulations,

• Has adequate education, training, and experience, as certified by a Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers, and

• Is employed by the Qualified Autism Service Provider or an entity or group that employs Qualified Autism Service Providers responsible for the autism treatment plan.

BEHAVIORAL HEALTH TREATMENT SERVICES COVERED

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

• The treatment must be prescribed by a licensed physician and surgeon (an M.D. or D.O.) or developed by a licensed psychologist,
The treatment must be provided under a treatment plan prescribed by a Qualified Autism Service Provider and administered by one of the following: (a) Qualified Autism Service Provider, (b) Qualified Autism Service Professional supervised by the Qualified Autism Service Provider, or (c) Qualified Autism Service Paraprofessional supervised by a Qualified Autism Service Provider or Qualified Autism Service Professional, and

The treatment plan must have measurable goals over a specific timeline and be developed and approved by the Qualified Autism Service Provider for the specific patient being treated. The treatment plan must be reviewed no less than once every six months by the Qualified Autism Service Provider and modified whenever appropriate, and must be consistent with applicable state law that imposes requirements on the provision of Applied Behavioral Analysis services and Intensive Behavioral Intervention services to certain persons pursuant to which the Qualified Autism Service Provider does all of the following:

- Describes the patient's behavioral health impairments to be treated,
- Designs an intervention plan that includes the service type, number of hours, and parent participation needed to achieve the intervention plan's goal and objectives, and the frequency at which the patient's progress is evaluated and reported,
- Provides intervention plans that utilize evidence-based practices, with demonstrated clinical efficacy in treating Pervasive Developmental Disorder or autism,
- Discontinues Intensive Behavioral Intervention services when the treatment goals and objectives are achieved or no longer appropriate, and
- The treatment plan is not used for purposes of providing or for the reimbursement of respite care, day care, or educational services, and is not used to reimburse a parent for participating in the treatment program. The treatment plan must be made available to us upon request.
REIMBURSEMENT FOR ACTS OF THIRD PARTIES

Under some circumstances, a member may need services under this plan for which a third party may be liable or legally responsible by reason of negligence, an intentional act or breach of any legal obligation. In that event, we will provide the benefits of this plan subject to the following:

1. We will automatically have a lien, to the extent of benefits provided, upon any recovery, whether by settlement, judgment or otherwise, that you receive from the third party, the third party's insurer, or the third party's guarantor. The lien will be in the amount of benefits we paid under this plan for the treatment of the illness, disease, injury or condition for which the third party is liable.

   • If we paid the provider other than on a capitated basis, our lien will not be more than amount we paid for those services.

   • If we paid the provider on a capitated basis, our lien will not be more than 80% of the usual and customary charges for those services in the geographic area in which they were given.

   • If you hired an attorney to gain your recovery from the third party, our lien will not be for more than one-third of the money due you under any final judgment, compromise, or settlement agreement.

   • If you did not hire an attorney, our lien will not be for more than one-half of the money due you under any final judgment, compromise or settlement agreement.

   • If a final judgment includes a special finding by a judge, jury, or arbitrator that you were partially at fault, our lien will be reduced by the same comparative fault percentage by which your recovery was reduced.

   • Our lien is subject to a pro rata reduction equal to your reasonable attorney’s fees and costs in line with the common fund doctrine.
2. You must advise us in writing, within 60 days of filing a claim against the third party and take necessary action, furnish such information and assistance, and execute such papers as we may require to facilitate enforcement of our rights. You must not take action which may prejudice our rights or interests under your plan. Failure to give us such notice or to cooperate with us, or actions that prejudice our rights or interests will be a material breach of this plan and will result in your being personally responsible for reimbursing us.

3. We will be entitled to collect on our lien even if the amount you or anyone recovered for you (or your estate, parent or legal guardian) from or for the account of such third party as compensation for the injury, illness or condition is less than the actual loss you suffered.
COORDINATION OF BENEFITS

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

DEFINITIONS

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

Allowable Expense is any necessary, reasonable and customary item of expense which is at least partially covered by any plan covering the person for whom claim is made. When a Plan provides benefits in the form of services rather than cash payments, the reasonable cash value of each service rendered will be deemed to be both an Allowable Expense and a benefit paid. An expense that is not covered by any plan covering the person for whom claim is made is not an Allowable Expense.

The following are not Allowable Expense:

1. Use of a private hospital room is not an Allowable Expense unless the patient's stay in a private hospital room is medically necessary in terms of generally accepted medical practice, or one of the plans routinely provides coverage for hospital private rooms.

2. If you are covered by two plans that calculate benefits or services on the basis of a reasonable and customary amount or relative value schedule reimbursement method or some other similar reimbursement method, any amount in excess of the higher of the reasonable and customary amounts.

3. If a person is covered by two plans that provide benefits or services on the basis of negotiated rates or fees, an amount in excess of the lower of the negotiated rates.

4. If a person is covered by one plan that calculates its benefits or services on the basis of a reasonable and customary amount or relative value schedule reimbursement method or some other similar reimbursement method and another plan provides its benefits or services on the basis of negotiated rates or fees, any amount in excess of the negotiated rate.
5. The amount of any benefit reduction by the Principal Plan because you did not comply with the plan’s provisions is not an Allowable Expense. Examples of these types of provisions include second surgical opinions, utilization review requirements, and network provider arrangements.

6. If you advise us that all plans covering you are high deductible health plans as defined by Section 223 of the Internal Revenue Code, and you intend to contribute to a health savings account established in accordance with Section 223 of the Internal Revenue Code, any amount that is subject to the primary high deductible health plan’s deductible.

**Other Plan** is any of the following:

1. Group, blanket or franchise insurance coverage;

2. Group service plan contract, group practice, group individual practice and other group prepayment coverages;

3. Group coverage under labor-management trusteed plans, union benefit organization plans, employer organization plans, employee benefit organization plans or self-insured employee benefit plans.

4. Medicare. This does not include Medicare when, by law, its benefits are secondary to those of any private insurance program or other non-governmental program.

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

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

**This Plan** is that portion of this plan which provides benefits subject to this provision.

**EFFECT ON BENEFITS**

This provision will apply in determining a person’s benefits under This Plan for any calendar year if the benefits under This Plan and any Other Plans, exceed the Allowable Expenses for that calendar year.

1. If This Plan is the Principal Plan, then its benefits will be determined first without taking into account the benefits or services of any Other Plan.
2. If This Plan is not the Principal Plan, then its benefits may be reduced so that the benefits and services of all the plans do not exceed Allowable Expense.

3. The benefits of This Plan will never be greater than the sum of the benefits that would have been paid if you were covered under This Plan only.

ORDER OF BENEFITS DETERMINATION

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

1. A plan which has no Coordination of Benefits provision pays before a plan which has a Coordination of Benefits provision. This would include Medicare in all cases, except when the law requires that This Plan pays before Medicare.

2. A plan which covers you as a subscriber pays before a plan which covers you as a dependent. But, if you are retired and eligible for Medicare, Medicare pays (a) after the plan which covers you as a dependent of an active employee, but (b) before the plan which covers you as a retired subscriber.

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

3. For a dependent child covered under plans of two parents, the plan of the parent whose birthday falls earlier in the calendar year pays before the plan of the parent whose birthday falls later in the calendar year. But if one plan does not have a birthday rule provision, the provisions of that plan determine the order of benefits.

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

   a. If the parent with custody of that child for whom a claim has been made has not remarried, then the plan of the parent with custody that covers that child as a dependent pays first.
b. If the parent with custody of that child for whom a claim has been made has remarried, then the order in which benefits are paid will be as follows:

i. The plan which covers that child as a dependent of the parent with custody.

ii. The plan which covers that child as a dependent of the stepparent (married to the parent with custody).

iii. The plan which covers that child as a dependent of the parent without custody.

iv. The plan which covers that child as a dependent of the stepparent (married to the parent without custody).

c. Regardless of a and b above, if there is a court decree which establishes a parent's financial responsibility for that child's health care coverage, a plan which covers that child as a dependent of that parent pays first.

4. The plan covering you as a laid-off or retired employee or as a dependent of a laid-off or retired employee pays after a plan covering you as other than a laid-off or retired employee or the dependent of such a person. But, if either plan does not have a provision regarding laid-off or retired employees, provision 6 applies.

5. The plan covering you under a continuation of coverage provision in accordance with state or federal law pays after a plan covering you as an employee, a dependent or otherwise, but not under a continuation of coverage provision in accordance with state or federal law. If the order of benefit determination provisions of the Other Plan do not agree under these circumstances with the order of benefit determination provisions of This Plan, this rule will not apply.

6. When the above rules do not establish the order of payment, the plan on which you have been enrolled the longest pays first unless two of the plans have the same effective date. In this case, Allowable Expense is split equally between the two plans.
OUR RIGHTS UNDER THIS PROVISION

Responsibility For Timely Notice. We are not responsible for coordination of benefits unless timely information has been provided by the requesting party regarding the application of this provision.

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

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

Right of Recovery. If payments made under This Plan exceed the maximum payment necessary to satisfy the intent of this provision, we have the right to recover that excess amount from any persons or organizations to or for whom those payments were made, or from any insurance company or service plan.
BENEFITS FOR MEDICARE ELIGIBLE MEMBERS

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

If you are entitled to Medicare and covered under this plan as an active employee, or as a dependent of an active employee, this plan will generally pay first and Medicare will pay second, unless:

1. You are receiving treatment for end-stage renal disease following the first 30 months you are entitled to end-stage renal disease benefits under Medicare; or

2. You are entitled to Medicare benefits as a disabled person, unless you have a current employment status as determined by Medicare rules through a group of 100 or more employees (according to federal OBRA legislation).

In cases where either of the above exceptions applies, our payment will be determined according to the provisions in the section entitled COORDINATION OF BENEFITS and the provision "Coordinating Benefits With Medicare", below.

Coordinating Benefits With Medicare. In general, when Medicare is the primary payor according to federal law, Medicare must provide benefits first to any services that are covered both by Medicare and under this plan. For any given claim, the combination of benefits provided by Medicare and under this plan will not exceed the maximum allowed amount for the covered services.

Except when federal law requires us to be the primary payor, the benefits under this plan for members age 65 and older, or for members who are otherwise eligible for Medicare (such as due to a disability or receiving treatment for end-stage renal disease), will not duplicate any benefit for which members are entitled under Medicare, including Medicare Part B. Where Medicare is the responsible primary payor, all sums payable by Medicare for services provided to you shall be reimbursed by or on your behalf to us, to the extent we have made primary payment for such services. If you do not enroll in Medicare Part B when you are eligible, you may have large out-of-pocket costs. Please refer to Medicare.gov for more details on when you should enroll, and when you are allowed to delay enrollment without penalties.
UTILIZATION REVIEW PROGRAM

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

REVIEWING WHERE SERVICES ARE PROVIDED

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

- A service may be denied on an inpatient basis at a hospital but may be approvable if provided on an outpatient basis at a hospital.
- A service may be denied on an outpatient basis at a hospital but may be approvable at a free standing imaging center, infusion center, ambulatory surgery center, or in a physician’s office.
- A service may be denied at a skilled nursing facility but may be approvable in a home setting.

Utilization review criteria will be based on many sources including medical policy and clinical guidelines. We may decide that a treatment that was asked for is not medically necessary if a clinically equivalent treatment that is more cost-effective is available and appropriate. “Clinically equivalent” means treatments that for most members, will give you similar results for a disease or condition.

If you have any questions about the utilization review process, the medical policies or clinical guidelines, you may call the Member Services phone number on the back of your Identification Card.
Coverage for or payment of the service or treatment reviewed is not guaranteed. For benefits to be covered, on the date you get service:

1. You must be eligible for benefits;
2. The service or supply must be a covered service under your plan;
3. The service cannot be subject to an exclusion under your plan (please see MEDICAL CARE THAT IS NOT COVERED for more information); and
4. You must not have exceeded any applicable limits under your plan.

**TYPES OF REVIEWS**

- **Pre-service Review** – A review of a service, treatment or admission for a benefit coverage determination which is done before the service or treatment begins or admission date.
  
  - **Precertification** – A required pre-service review for a benefit coverage determination for a service or treatment. Certain services require precertification in order for you to get benefits. The benefit coverage review will include a review to decide whether the service meets the definition of medical necessity or is experimental / investigative as those terms are defined in this booklet.

  For admissions following an emergency, you, your authorized representative or physician must tell us within 24 hours of the admission or as soon as possible within a reasonable period of time.

  For childbirth admissions, precertification is not needed for the first 48 hours for a vaginal delivery or 96 hours for a cesarean section. Admissions longer than 48/96 hours require precertification.

  For inpatient hospital stays for mastectomy surgery, including the length of hospital stays associated with mastectomy, precertification is not needed.
• **Continued Stay / Concurrent Review** – A utilization review of a service, treatment or admission for a benefit coverage determination which must be done during an ongoing stay in a facility or course of treatment.

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

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

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

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

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

  ◦ Maternity care of 48 hours or less following a normal delivery or 96 hours or less following a cesarean section, and

  ◦ Mastectomy and lymph node dissection.

• Specific non-emergency outpatient services, including diagnostic treatment, genetic tests and other services.

• Surgical procedures, wherever performed.

• Transplant services, including transplant travel expense. The following criteria must be met for certain transplants, as follows:

  ◦ For bone, skin or cornea transplants, the *physicians* on the surgical team and the facility in which the transplant is to take place must be approved for the transplant requested.
For transplantation of heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous pancreas-kidney or bone marrow/stem cell and similar procedures, the providers of the related preoperative and postoperative services must be approved and the transplant must be performed at a Centers of Medical Excellence (CME) or a Blue Distinction Centers for Specialty Care (BDCSC) facility.

- Air ambulance in a non-medical emergency.

- Visits for physical therapy, physical medicine and occupational therapy beyond those described under the "Physical Therapy, Physical Medicine and Occupational Therapy" provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED. A specified number of additional visits may be authorized after your initial visit. While there is no limit on the number of covered visits for medically necessary physical therapy, physical medicine, and occupational therapy, visits must be authorized in advance.

- Visits for chiropractic services beyond those described under the "Physical Therapy, Physical Medicine and Occupational Therapy" provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED. A specified number of additional visits may be authorized. While there is no limit on the number of covered visits for medically necessary chiropractic services, additional visits in excess of the stated number of visits must be authorized in advance.

- Speech therapy services. A specified number of additional visits may be authorized after your initial visit. While there is no limit on the number of covered visits for medically necessary speech therapy, visits must be authorized in advance.

- Specific durable medical equipment.

- Infusion therapy or home infusion therapy, if the attending physician has submitted both a prescription and a plan of treatment before services are rendered.

- Home health care. The following criteria must be met:
  - The services can be safely provided in your home, as certified by your attending physician;
  - Your attending physician manages and directs your medical care at home; and
  - Your attending physician has established a definitive treatment plan which must be consistent with your medical needs and lists the services to be provided by the home health agency.
• Admissions to a skilled nursing facility, if you require daily skilled nursing or rehabilitation, as certified by your attending physician.

• Bariatric surgical services, such as gastric bypass and other surgical procedures for weight loss, including bariatric travel expense, if:
  ♦ The services are to be performed for the treatment of morbid obesity;
  ♦ The physicians on the surgical team and the facility in which the surgical procedure is to take place are approved for the surgical procedure requested; and
  ♦ The bariatric surgical procedure will be performed at a BDCSC facility.

• Advanced imaging procedures, including but not limited to: Magnetic Resonance Imaging (MRI), Computerized Tomography (CT scan), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan), Echocardiography, and Nuclear Cardiac Imaging. You may call the toll-free Member Services telephone number on your identification card to find out if an imaging procedure requires pre-service review.

• All interventional spine pain, elective hip, knee, and shoulder arthroscopic/open sports medicine, and outpatient spine surgery procedures must be authorized in advance.

• Prescription drugs that require prior authorization as described under the “Prescription Drugs Obtained from or Administered by a Medical Provider” provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED.

• Behavioral health treatment for pervasive developmental disorder or autism, as specified in the section BENEFITS FOR PERVERSIVE DEVELOPMENTAL DISORDER OR AUTISM.

• Partial hospitalization programs, intensive outpatient programs, transcranial magnetic stimulation (TMS).

• Transgender services, including transgender travel expense, as specified under the “Transgender Services” provision of YOUR MEDICAL BENEFITS: MEDICAL CARE THAT IS COVERED. You must be diagnosed with gender identity disorder or gender dysphoria by a physician.

For a list of current procedures requiring precertification, please call the toll-free number for Member Services printed on your Identification Card.
WHO IS RESPONSIBLE FOR PRECERTIFICATION?

Typically, participating providers know which services need precertification and will get any precertification when needed. Your physician and other participating providers have been given detailed information about these procedures and are responsible for meeting these requirements. Generally, the ordering provider, hospital or attending physician (“requesting provider”) will get in touch with 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.

<table>
<thead>
<tr>
<th>Provider Network Status</th>
<th>Responsibility to Get Precertification</th>
<th>Comments</th>
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<tbody>
<tr>
<td>Participating Providers</td>
<td>Provider</td>
<td>• The provider must get precertification when required.</td>
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</tbody>
</table>
| Non-Participating Providers | Member                              | • Member must get precertification when required. (Call Member Services.)
<p>|                          |                                       | • Member may be financially responsible for charges or costs related to the service and/or setting in whole or in part if the service and/or setting is found to not be medically necessary. |</p>
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<tr>
<th>Provider Network Status</th>
<th>Responsibility to Get Precertification</th>
<th>Comments</th>
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</table>
| Blue Card Provider      | Member (Except for Inpatient Admissions) | • Member must get precertification when required. (Call Member Services.)  
• Member may be financially responsible for charges or costs related to the service and/or setting in whole or in part if the service and or setting is found to not be medically necessary.  
• Blue Card Providers must obtain pre-certification for all Inpatient Admissions. |

**NOTE:** For an *emergency* admission, precertification is not required. However, you, your authorized representative or *physician* must tell us within 24 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, such as medical policy, clinical guidelines, and other applicable policies and procedures to help make our medical necessity decisions. This includes decisions about prescription drugs as detailed in the section “Prescription Drugs Obtained from or Administered by a Medical Provider.” Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. We reserve the right to review and update these clinical coverage guidelines from time to time.

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

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

DECISION AND NOTICE REQUIREMENTS

We will review requests for medical necessity according to the timeframes listed below. The timeframes and requirements listed are based on state and federal laws. Where state laws are stricter than federal laws, we will follow state laws. If you live in and/or get services in a state other than the state where your agreement was issued other state-specific requirements may apply. You may call the phone number on the back of your identification card for more details.

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<th>Request Category</th>
<th>Timeframe Requirement for Decision</th>
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<tr>
<td>Urgent Pre-Service Review</td>
<td>72 hours from the receipt of the request</td>
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<tr>
<td>Non-Urgent Pre-Service Review</td>
<td>5 business days from the receipt of the request</td>
</tr>
<tr>
<td>Continued Stay / Concurrent Review when hospitalized at the time of the request and no previous authorization exists</td>
<td>72 hours from the receipt of the request</td>
</tr>
<tr>
<td>Urgent Continued Stay / Concurrent Review when request is received at least 24 hours before the end of the previous authorization</td>
<td>24 hours from the receipt of the request</td>
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<tr>
<td>Request Category</td>
<td>Timeframe Requirement for Decision</td>
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</tr>
<tr>
<td>Non-Urgent Continued Stay / Concurrent Review</td>
<td>5 business days from the receipt of the request</td>
</tr>
<tr>
<td>Post-Service Review</td>
<td>30 calendar days from the receipt of the request</td>
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If more information is needed to make our decision, we will tell the requesting physician of the specific information needed to finish the review. If we do not get the specific information we need by the required timeframe identified in the written notice, we will make a decision based upon the information we have.

We will notify you and your physician 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.

For a copy of the medical necessity review process, please contact Member Services at the telephone number on the back of your Identification Card.

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

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

The health plan individual case management program enables us to assist you to obtain medically appropriate care in a more economical, cost-effective and coordinated manner during prolonged periods of intensive medical care. Through a case manager, we discuss possible options for an alternative plan of treatment which may include services not covered under this plan. It is not your right to receive individual case management, nor do we have an obligation to provide it; we provide these services at our sole and absolute discretion.

HOW HEALTH PLAN INDIVIDUAL CASE MANAGEMENT WORKS

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

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

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

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

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

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

If we exempt a process, health care provider, or claim from the standards that would otherwise apply, we are in no way obligated to do so in the future, or to do so for any other health care provider, claim, or member. We may stop or modify any such exemption with or without advance notice.

We 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.

You may determine whether a health care provider participates in certain programs or a provider arrangement by checking our online provider directory on our website at www.anthem.com/ca or by calling us at the Member Services telephone number listed on your ID card.

Acute Care at Home Programs

Anthem has programs available that offer acute care to members where they live as an alternative to staying in a facility, when the member’s condition and the covered services to be delivered, are appropriate for the home setting. We refer to these programs as Acute Care at Home Programs. These programs provide care for active, short-term treatment of a severe injury or episode of illness, an urgent medical condition, or during recovery from surgery. Acute care services are generally delivered by teams of health care doctors from a range of medical and surgical specialties. The Acute Care at Home Programs are separate from our Home Health Care benefit, are only available in certain service areas, and are only provided if the member’s home meets accessibility requirements.
Covered services provided by Acute Care at Home Programs may include physician services (either in-person or via telemedicine), diagnostic services, surgery, home care services, home infusion therapy, prescription drugs administered by a doctor, therapy services, and follow-up care in the community. Prescription drugs at a retail pharmacy or mail order are not included in these programs. Benefits for those drugs are described under the “Your Prescription Drug Benefits” section. Acute Care at Home Programs may also include services required to set up telemedicine technology for in-home patient monitoring, and may include coverage for meals.

Members who qualify for these programs will be contacted by our physician, who will discuss how treatment will be structured, and what costs may be required for the services. Benefit limits that might otherwise apply to outpatient or home care services, (e.g., home care visits, physical therapy, etc.), may not apply to these programs.

Your participation in these programs is voluntary. If you choose to participate, your physician will discuss the length of time that benefits are available under the program (e.g., the Acute Care at Home Benefit Period) when you enroll. The Acute Care at Home Benefit Period typically begins on the date your Acute Care at Home Provider sets up services in your home, and lasts until the date you are discharged from the program.

Any covered services received before or after the Acute Care at Home Benefit Period will be covered according to the other benefits of this plan.

**ELIGIBILITY & GENERAL PLAN PROVISIONS**

**WHEN COVERAGE BEGINS**

Eligibility for coverage for Employees is based on your working a certain minimum number of hours as explained below with one or more Employers who actually make Contributions to the Fund on your hours of employment.

**Important:** Note sections titled, "Hours Bank Reserve Termination" and "Cancellation of Eligibility & Termination of the Hour Bank Reserve".
WORKING LOCAL 11 ELECTRICIANS TRUST

You will be eligible for benefits under the Southern California IBEW-NECA Health Trust Fund the first day of the third month, following receipt of 100 hours of contributions at the rate established time to time by the IBEW Local 11 Inside Wiremen's Agreement on your behalf within four consecutive months.

For example, 100 Hours Worked in  

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And in like manner thereafter unless these eligibility rules are amended by the Board of Trustees. Contributions must be received in order for eligibility to be provided.
MARITAL PARTNERS - WORKING LOCAL 11 ELECTRICIANS

There are separate eligibility rules applicable where a husband and wife are legally co-owners of the business, and the marital partner is the working member.

To be eligible, the working member must have reported a minimum of 153 hours per month.

**For example, 153 Hours Worked in**  **Gives Eligibility In**

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MARITAL PARTNERS - REPORTED OTHER THAN AS WORKING MEMBER

There are separate eligibility rules applicable where a husband and wife are legally co-owners of the business, and the marital partner is reported other than as a working member.

To be eligible, the marital partner who is the reported Employee must be reported for a minimum of 153 hours per month. Importantly, the annual maximum hours reported will be 2500.

**For example, 153 Hours Worked in**  **Gives Eligibility In**

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Limited to 2500 reported hours per year.
The following describes the conditions under which an Employee may be granted initial eligibility if working in Covered Employment for a new contributing Employer.

A. For purposes of this rule, a “new contributing Employer” is an Employer who has been providing medical coverage to its Employees from a source other than the Plan and who entered into a Collective Bargaining Agreement requiring Contributions to the Plan.

B. For purposes of this rule, an “eligible Employee” is an Employee who meets all of the following requirements:

1. The Employee was employed by the Employer immediately prior to the effective date of the Collective Bargaining Agreement.

2. The Employee was receiving medical coverage from the Employer immediately prior to the effective date of the Collective Bargaining Agreement.

3. The Employee following the effective date of the Collective Bargaining Agreement remains in the employ of the Employer and performs work for which Contributions are payable to the Plan pursuant to the Collective Bargaining Agreement.

4. The Employee has no pre-existing Hours Bank Reserve under this Plan as of the effective date of the Collective Bargaining Agreement.

C. An eligible Employee of a new contributing Employer shall be granted an initial Hours Bank Reserve equivalent to four months of coverage. In order to off-set this initial Hours Bank Reserve, an equivalent amount of hours of the first Hours Worked per month in excess of the hours required for monthly eligibility will not be credited to the eligible Employee’s Hours Bank Reserve. If the initial eligibility is granted after the close of the first workweek of a particular month the initial Hours Bank Reserve granted shall be equivalent to five months of coverage and an equivalent amount of the first Hours Worked per month in excess of the hours required for monthly eligibility will not be credited to the eligible Employee’s Hours Bank Reserve in order to off-set the initial hour bank granted.

D. Only collective bargaining unit Employees may be granted initial eligibility under this rule.
E. Subject to the exceptions set forth below in the event an eligible Employee granted an initial Hours Bank Reserve pursuant to sub-section (C) terminates employment, whether voluntary or involuntary, prior to working in Covered Employment at least the number of hours credited pursuant to sub-section (C), all benefits of that Employee and their Dependents under this Plan shall terminate as of the first day of the month following the month in which the employment terminated. An Employee granted an initial Hour Bank Reserve pursuant to sub-section (C) and their Employer must give prompt written notice of termination of employment to the Administrative Office. Employees and their Dependents losing eligibility pursuant this Section shall be offered non-subsidized COBRA coverage and conversion rights to the extent required by applicable law.

EXCEPTIONS:

(1) Should the termination be for reasons of injury or illness for which Workers’ Compensation temporary disability benefits or California State Disability benefits are payable, no loss of eligibility shall occur under this sub-section unless and until the Employee recovers and then only if the Employee then fails within five business days to return to Covered Employment or sign the out-of-work book of IBEW Local 11.

(2) Should the termination be due to the Employee taking a leave of absence in accord with applicable Family Medical Leave laws no loss of eligibility shall occur under this sub-section unless and until the Employee completes the authorized leave and then only if the Employee then fails within five business days to return to Covered Employment or sign the out-of-work book of IBEW Local 11.

(3) Should the termination be due to the Employee being called into active military service no loss of eligibility shall occur under this sub-section and coverage shall be continued to the extent otherwise provided for under this Plan.

(4) Should the termination be due to the death of the Employee no loss of eligibility shall occur under this sub-section.

(5) Should within five (5) business days of the termination of employment the Employee return to Covered Employment or sign the out-of-work book of IBEW Local 11 no loss of eligibility shall occur under this sub-section.

(No provisions of these exceptions alters the provisions as set forth in a following section entitled “Hours Bank Reserve Termination” subsection entitled “Participants Working for Non-Signatory Employers” that all coverage under this Plan is immediately canceled if any Employee remains in the employ of an Employer that ceases Contributions to Plan due to cancellation of a Collective Bargaining Agreement.)
**Electricians**

Hours worked in excess of 100 hours per month will be added to your Hours Bank Reserve account. The maximum you can accumulate in your Hours Bank Reserve account is 600 hours. Your eligibility will continue as long as your reserve account contains at least 100 hours.

You will continue to maintain your Hours Bank Reserve for each month that you are eligible for coverage by working in Covered Employment, and/or continuation of eligibility from your Hours Bank Reserve, or continuation of eligibility by making a COBRA self-payment.

If your Hours Bank Reserve falls below 100 hours and you are not eligible for benefits for four consecutive months your Hours Bank Reserve will be canceled. In no event shall any month in which you receive California SDI benefits or workers' compensation temporary disability benefits or any month in which delinquent Contributions owed to your account and not previously credited to you are being pursued be included within the calculation of these four consecutive months, except for certain delinquent contributions.

**Alumni**

A signatory Employer will be permitted to make Contributions to the Trust Fund on behalf of the Employer’s non-bargained Employees who previously were collectively bargained employees under the terms of a Collective Bargaining Agreement which required Contributions to the Southern California IBEW-NECA Health Trust Fund (“Alumni”) and for whom the Employer has agreed to make Contributions to the Trust Funds pursuant to a duly executed Participation Agreement. The Employer shall make Contributions to the Trust Fund on behalf of each Alumni reported under the Participation Agreement at a rate of 173 hours per month at the hourly Contribution rate for journeymen as set forth in the IBEW Local 11-NECA Inside Agreement, as may be amended from time to time. Initial eligibility and coverage for all such Alumni shall occur in the same manner described under the Section entitled “Working Local 11 Electricians”.

**Working Members**

For working members who are owners, partners, or corporate officers of an Employer that is in non-compliance with the Contribution provisions of their agreements, bank hours will be terminated forty-five (45) days after the working member receives notice from the Health Fund of the non-compliance if it has not been corrected in that forty-five (45) day period.
Participants Working for Non-Signatory Employers

The Hours Bank Reserve shall immediately terminate for Employees employed by an Employer, who ceases Contributions to this Plan pursuant to the termination of such Employer’s Collective Bargaining Agreement.

The Hours Bank Reserve shall immediately terminate for Employees employed in Non-Covered Electrical Employment as that term is defined in Section 1.16 of the Southern California IBEW-NECA Pension Plan, or if the Participant becomes employed by an employer in the same industry as any Employer that contributes to this Plan and the Participant’s employer is not a contributing Employer to this Plan or any IBEW-sponsored health plan.

ELIGIBLE DEPENDENTS

The following table summarizes who may be enrolled in the Plan as an eligible dependent and the documentation required by the Administrative Office to process the enrollment. An eligible dependent may be covered under all benefits available to the Member. Eligibility for benefits will continue in the case of dependent children up to the limiting age shown in the table below. A detailed explanation of the eligibility requirements under the Plan follows this table.

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<tr>
<th>Eligible Plan Participants</th>
<th>Required Documentation</th>
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<tbody>
<tr>
<td>Spouse</td>
<td>Copy of Marriage Certificate</td>
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<tr>
<td>Biological Children to age 26</td>
<td>Birth Certificate/Paternity Test/QMSCO</td>
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<tr>
<td>Step Children to age 26</td>
<td>Birth Certificate</td>
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<tr>
<td>Adopted Children to age 26</td>
<td>Adoption Affidavit</td>
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<tr>
<td>Permanently Disabled Children</td>
<td>Birth Certificate/Paternity Test/ Adoption or Guardianship Affidavit</td>
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<tr>
<td>Child (Temporary or Permanent)</td>
<td>Legal Guardianship/State or Federal Tax Forms</td>
</tr>
<tr>
<td>Temporarily Disabled Child</td>
<td>Disability Application/Birth Certificate</td>
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Under this Plan, eligible Dependents are the legal spouse (this Health Plan do not recognize a common law spouse unless) of the Employee or a domestic partner as described in the following section and the Employee's children (including a step child or a legally adopted child) under 26 years of age as required by law, an eligible Dependent will include a child under 18, when placed with an Employee for adoption. Coverage for an Employee's unmarried children will terminate at the end of the month in which the child reaches age 26, unless otherwise extended under the provisions of this Plan. Legal guardianship will qualify a child for coverage under the Plan. An eligible Dependent includes any stepchild of the Employee who depends upon the Employee for support and lives with the Employee in a regular parent-child relationship and is a dependent of the Employee within the meaning of Internal Revenue Code Section 105 and/or 106.

Employees must provide written proof to the Administrative Office of their legal dependents in order for Dependents to be eligible for the benefits of this Plan. For example, a copy of your marriage certificate for a spouse, a copy of a birth certificate for a child and a copy of a decree of adoption for an adopted child. Once enrolled, coverage for the Participant's children under age 26 and the lawful spouse as recognized under state or federal law under this Plan is not optional. This includes same sex spouses when legally married in a state that recognizes same-sex marriages. There is no ability to subsequently terminate coverage under this Plan for enrolled eligible Dependents of any eligible Participant so long as the Dependent continues to be an eligible Dependent. Nothing in this Section is intended to modify the Plan’s coordination of benefits provisions.

Upon dissolution, divorce, legal separation or annulment, a spouse ceases to be an eligible Dependent on the first day of the month following the month in which the final decree terminating the marital relationship is issued. However, a spouse may continue to be eligible as a qualified beneficiary under this Plan if COBRA continuation coverage is timely elected, as more fully set forth in the COBRA section of this Plan. In order to avoid liability for benefit expenses of ineligible dependents, which amounts will have to be repaid, you should notify the Administrative Office of a dissolution, divorce, or annulment as soon as it occurs.
Domestic Partners

Domestic partner is the Employee’s domestic partner under a legally registered and valid domestic partnership. Domestic partner does not include any person who is: (a) covered as an Employee; or (b) in active service in the armed forces.

I.O. HEALTH RECIPROCAL AGREEMENT & PRO-RATION UNDER CERTAIN COLLECTIVE BARGAINING AGREEMENTS

It is recognized that some Employees fail to qualify for Health coverage because they travel out of the geographic area covered by the Plan. In accordance with national I.O. Guidelines, contributions received from another Health Fund that participates in the I.O. Health Reciprocity Agreement will be credited to the Employee as hours worked. To be eligible for this reciprocity program you must have: (1) been eligible under this Health Plan within six years of the first work month included in the contribution transfer or; (2) be a newly organized member of I.B.E.W. Local 11 prior to the date of contribution transfer or; (3) moved your ticket to I.B.E.W. Local 11 prior to the date of contribution transfer. When the hourly rate of contributions being transferred to this Fund is less than the hourly rate of contributions paid directly to this Fund under the Inside Wireman’s collective bargaining agreement in effect at the time of contribution transfer the hours credited to you under this Plan will be pro-rated in accord with the example shown below. The same method of pro-ration shall apply to provisions in CBAs calling for contributions lower than the standard rate. The Administrative Office can advise you of CBAs subject to this provision.

For example, if an Employee works 150 hours in a reciprocal area where the hourly Health contribution rate is $8.11, and the Employee designates Local 11 as the home Fund, with a current hourly Health contribution rate of $10.14 (Inside Wireman’s Agreement) the hours would be pro-rated as follows:

Participating local rate $8.11 / Home local rate $10.14 = 80.0%

150 hours x 80.0% = 120 credited Health hours.

Note: There are periodic changes in the employer contribution rate. Check with the Administrative Office for the current rate for your reciprocal area and for the current home local rate.
All reciprocal Contributions received by this Fund more than 3 calendar months from the close of the month in which the hours were actually worked shall be credited as Hours Worked 3 calendar months prior to the month in which the Contributions are received rather than the month in which the hours are worked. However, the hours will be applied to the month in which the hours were actually worked if doing so would provide eligibility by work hours for a month for which a COBRA continuation of coverage payment was made and that COBRA continuation payment shall be refunded.

Example: Hours Worked in January and received in April would be credited as worked in January. Hours Worked in January and received in May would be credited as worked in February.

It is recognized that certain Collective Bargaining Agreements may provide an hourly Contribution rate for full health coverage under this Plan that is different from the then current hourly Contribution rate as set forth from time to time under the IBEW-Local 11 NECA Inside Wiremen’s Agreement. In such event, the hours to be credited to the Participant for eligibility shall be the product of the hourly Contribution rate of the other Agreement divided by the hourly Contribution rate of the current IBEW-Local 11 NECA Inside Wiremen’s Agreement times the Hours Worked by the Participant under the other Agreement.

For example, if the other Agreement has a $5.00 per hour rate, the IBEW Local 11 – NECA Inside Wiremen’s Agreement has a $7.00 per hour rate and the Participant worked 100 hours under the other Agreement, he would be credited with 71.43 hours for eligibility under this Plan (5/7 x 100 = 71.43 eligibility hours).

**TERMINATION OR REDUCTION OF COVERAGE**

A Participant's coverage will terminate on the earliest date of any of the following:

A) On the date you lose eligibility (including loss of eligibility as described above under “Bank Reserve Termination”)

B) Termination of any coverage. For example, a Plan is terminated.

The benefits for a dependent will terminate when the Employee’s eligibility terminates or when the Dependent no longer meets the definition of Dependent as provided above under the section titled, “Eligibility & General Plan Provisions” subtitle “Eligible Dependents”.

**Exception:** If the termination is due to the death of the participating Employee, the benefits for his eligible Dependents shall continue until such deceased Employee's Hours Bank Reserve, if any, have been exhausted.
Note: If a marriage or domestic partnership terminates, the Employee must give or send to the Administrative Office written notice of the termination. Coverage for a former spouse or legally registered domestic partner, and their dependent children, if any, ends according to the above provision. If Anthem suffers a loss because of the Employee failing to notify the Administrative Office of the termination of their marriage or legally registered domestic partnership, Anthem may seek recovery from the Employee for any actual loss resulting thereby. Failure to provide written notice to the Administrative Office will not delay or prevent termination of the marriage or legally registered domestic partnership. If the Employee notifies the Administrative Office in writing to cancel coverage for a former spouse or legally registered domestic partner and the children of the spouse or legally registered domestic partner, if any, immediately upon termination of the Employee’s marriage or domestic partnership, such notice will be considered compliance with the requirements of this provision.

Receiving Workers’ Compensation Temporary Disability Benefits

Establishing Eligibility for Crediting of Hours

If an eligible Employee is unable to work in Covered Employment, as a result of an occupational injury, which occurs while working for a signatory Employer to this Health Plan, he may be credited with hours toward eligibility. In order to be eligible for this benefit, you must meet all of the following requirements.

1) You must have been eligible for Plan benefits in the month in which the occupational injury occurred, and had Contributions paid to this Plan on your behalf by an Employer.

2) You must give written notice of your disability to the Administrative Office, within 30 days from the date you cease to be eligible under the Plan.

3) You must provide proof, satisfactory to the Board of Trustees, certifying your disability, and the time period of disability.

4) You must provide proof of the period for which you received Workers’ Compensation Temporary Disability Benefits, or will be entitled to Workers Compensation benefits.
Creditng of Hours & Maximum Credit

You will be given 40 hours of work credit for each week of approved Workers Compensation disability, up to a maximum of 26 weeks per disability.

Hours will be credited toward your eligibility, in the same manner as described above, under the section entitled, "Eligibility". For example, if you are unable to work for three weeks in July, and have received 120 hours of disability credit, it will apply towards your November eligibility.

Solely for purposes of establishing eligibility for the crediting of hours under this provision hours worked for which contributions are being reciprocated to the Health Fund under the I.O. Health Reciprocity Agreement shall be considered hours worked in Covered Employment and the employer generating those reciprocal contributions shall be considered a signatory Employer to the Heath Plan.

Note: Periods for which you received California State Disability Insurance for non-work related injuries do not result in any crediting of hours. However, periods of receipt of these 'SDI' benefits can prevent forfeiture of Hours Bank Reserve balances of less than 100 hours. See page NN.

Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) enacted by Congress in 1993 provides that in certain situations certain employers are required to grant leave to employees and that in such situations the employer is required to continue medical coverage for the employees. The federal legislation specifically provides that more liberal provisions of state law are permitted and also provides that more liberal provisions contained within collective bargaining agreements are permitted.

It is not the role of the Trustees or Trust Fund to determine whether or not an individual Employee is entitled to leave with continuing medical care under the federal statute, any state statute or the provisions of a Collective Bargaining Agreement. Disputes as to the entitlement to leave with continuing medical benefits must be resolved by the Employer, Employee, and where applicable, the Local Union.

To the extent that the Participants are entitled to leave with continuing medical coverage pursuant to the federal act, state legislation or provisions contained within a Collective Bargaining Agreement, the Trust Fund will provide continuing medical coverage so long as required monthly Contributions are received from the contributing Employer. Rights under this section in no fashion affect rights under COBRA or rights to continuing medical care pursuant to the disability extension features contained within the Plan.
CANCELLATION OF ELIGIBILITY & TERMINATION OF HOUR BANK RESERVE, TRUST AGREEMENT NON-COMPLIANCE & CONTRIBUTION REPORTING REQUIREMENTS

A Participant’s eligibility and Hours Bank Reserve* under this Plan will be canceled and he will not be entitled to further coverage under this Plan in the event that:

1) The Participant continues to be employed by an Employer who ceases Contributions to this Plan pursuant to the termination of such Employer’s Collective Bargaining Agreement; or

2) The Participant becomes employed in Non-Covered Electrical Employment as defined in Section 1.16 of the Southern California IBEW-NECA Pension Plan, or if the Participant becomes employed by an employer in the same industry as any Employer that contributes to this Plan and the Participant’s employer is not a contributing Employer to this Plan or any IBEW sponsored health plan.

Eligibility and accumulated Hours Bank Reserve shall be canceled on the last day of the month in which activities described in Items 1) or 2) above are discovered by the Administrative Office. The Administrative Office shall provide written notice of cancellation to the Participant.

The eligibility of an Employee, in the capacity of Owner, Partner, or Corporate Officer, will be canceled if such Employee is in non-compliance with the Trust Agreement contribution reporting requirements.

The Administrative Office will provide a notice to the Participant that their Employer is in non-compliance with the contribution provisions of the Trust Agreement.

Effective the first of the month, following forty five (45) days after receipt of such notice, the eligibility of the working Employee, as an Owner, Partner, or Corporate Officer, will terminate, and all eligibility Hours Bank Reserve will be canceled.

The Hours Bank Reserve may not be utilized for continuing coverages during periods when an Employee finds other employment outside of the Trust Fund and declines coverage available due to that employment in order to receive increased wages for that employment.

In addition to any other consequences set forth above, an Employee who has engaged in Non-Covered Electrical Employment as that term is defined under the terms of the Southern California IBEW-NECA Pension Plan at any time after attaining initial eligibility under this Active Plan, shall not be entitled to further coverage under this Plan or any coverage...
under the Southern California IBEW-NECA Retiree Health Plan. In such event, an Employee who has engaged in Non-Covered Electrical Employment and his or her Dependents shall lose eligibility and accumulated Hours Bank Reserve under this Active Health Plan as of the first day of the calendar month following the month in which the Employee first engaged in Non-Covered Electrical Employment. An Employee and his or her Dependents losing eligibility pursuant to this Section shall be offered non-subsidized COBRA coverage and conversion rights, if any, to the extent permitted by applicable law.

However, an Employee whose eligibility for coverage under this Plan was terminated as a result of that Employee having engaged in Non-Covered Electrical Employment shall be permitted to reinstate eligibility for coverage under this Plan if an Employee returns to Covered Employment in accordance with the General Eligibility requirements and provisions of this Plan.

In addition, an Employee whose eligibility for coverage under the Retiree Health Plan was terminated as a result of that Employee having engaged in Non-Covered Electrical Employment shall be able to reinstate his or her eligibility for coverage under the Retiree Health Plan if the Employee returns to Covered Employment and earns five (5) years of Credited Service under the Southern California IBEW-NECA Pension Plan. If the Participant returns to Covered Employment after having engaged in Non-Covered Electrical Employment and earns five (5) years of Credited Service under the Southern California IBEW-NECA Pension Plan but subsequently works in Non-Covered Electrical Employment, the Employee shall permanently forfeit any future eligibility for coverage under the Retiree Health Plan. Nothing in this Section is intended to amend or modify the general Eligibility Requirements for coverage under the Southern Californian IBEW-NECA Retiree Health Plan as set forth in Paragraphs 1-4 under the Section of the Retiree Health Plan entitled “Eligible Retirees”.

FINANCING OF THE PLAN

For working Employees, your benefits are paid from Contributions made by Employers pursuant to a Collective Bargaining Agreement. Under certain circumstances, your health care coverage may continue by making a self-payment (COBRA). For further details, see the next section.

Unfair Termination of Coverage. If you believe that your coverage has been or will be improperly terminated, you may file a grievance with us in accordance with the procedures described in the section entitled GRIEVANCE PROCEDURES. You should file your grievance as soon as possible after you receive notice that your coverage will end.
You may also request a review of the matter by the Director of the Department of Managed Health Care. If your coverage is still in effect when you submit a grievance, we will continue to provide coverage to you under the terms of this plan until a final determination of your request for review has been made, including any review by the Director of the Department of Managed Health Care (this does not apply if your coverage is cancelled for non-payment of subscription charges). If your coverage is maintained in force pending outcome of the review, subscription charges must still be paid to us on your behalf. You may be entitled to continued benefits under terms which are specified elsewhere under CONTINUATION OF COVERAGE, AND EXTENSION OF BENEFITS.

CONTINUATION OF COVERAGE

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

DEFINITIONS

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

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

Qualified Beneficiary means: (a) a person enrolled for this COBRA continuation coverage who, on the day before the Qualifying Event, was covered under this agreement as either a subscriber or family member; and (b) a child who is born to or placed for adoption with the subscriber during the COBRA continuation period. Qualified Beneficiary does not include: (a) any person who was not enrolled during the Initial Enrollment Period, including any family members acquired during the COBRA continuation period, with the exception of newborns and adoptees as specified above; or (b) a domestic partner, or a child of a domestic partner, if they are eligible under HOW COVERAGE BEGINS AND ENDS.

Qualifying Event means any one of the following circumstances which would otherwise result in the termination of your coverage under the agreement. The events will be referred to throughout this section by number.
1. **For Subscribers and Family Members:**
   a. The subscriber’s termination of employment, for any reason other than gross misconduct; or
   b. Loss of coverage under an employer’s health plan due to a reduction in the subscriber’s work hours.

2. **For Retired Employees and their Family Members.** Cancellation or a substantial reduction of retiree benefits under the plan due to the group’s filing for Chapter 11 bankruptcy, provided that:
   a. The agreement expressly includes coverage for retirees; and
   b. Such cancellation or reduction of benefits occurs within one year before or after the group’s filing for bankruptcy.

3. **For Family Members:**
   a. The death of the subscriber;
   b. The spouse’s divorce or legal separation from the subscriber;
   c. The end of a child’s status as a dependent child, as defined by the agreement; or
   d. The subscriber’s entitlement to Medicare.

**ELIGIBILITY FOR COBRA CONTINUATION**

A subscriber or family member, other than a domestic partner, and a child of a domestic partner, may choose to continue coverage under the agreement if your coverage would otherwise end due to a Qualifying Event.

**TERMS OF COBRA CONTINUATION**

**Notice.** The group or its administrator (we are not the administrator) will notify either the subscriber or family member of the right to continue coverage under COBRA, as provided below:

1. For Qualifying Events 1, or 2, the group or its administrator will notify the subscriber of the right to continue coverage.
2. For Qualifying Events 3(a) or 3(d) above, a family member will be notified of the COBRA continuation right.
3. You must inform the group within 60 days of Qualifying Events 3(b) or 3(c) above if you wish to continue coverage. The group in turn will promptly give you official notice of the COBRA continuation right.
If you choose to continue coverage you must notify the group within 60 days of the date you receive notice of your COBRA continuation right. The COBRA continuation coverage may be chosen for all members within a family, or only for selected members.

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

Notice of continued coverage, along with the initial subscription charge, must be delivered to us by the group within 45 days after you elect COBRA continuation coverage.

**Additional Family Members.** A spouse or child acquired during the COBRA continuation period is eligible to be enrolled as a family member. The standard enrollment provisions of the agreement apply to enrollees during the COBRA continuation period.

**Cost of Coverage.** The group may require that you pay the entire cost of your COBRA continuation coverage. This cost, called the "subscription charge", must be remitted to the group each month during the COBRA continuation period. We must receive payment of the subscription charge each month from the group in order to maintain the coverage in force.

Besides applying to the subscriber, the subscriber's rate also applies to:

1. A spouse whose COBRA continuation began due to divorce, separation or death of the subscriber;

2. A child if neither the subscriber nor the spouse has enrolled for this COBRA continuation coverage (if more than one child is so enrolled, the subscription charge will be the two-party or three-party rate depending on the number of children enrolled); and

3. A child whose COBRA continuation began due to the person no longer meeting the dependent child definition.

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

For example, a child may have been originally eligible for this COBRA continuation due to termination of the subscriber's employment, and enrolled for this COBRA continuation as a Qualified Beneficiary. If, during the COBRA continuation period, the child reaches the upper age limit of the plan, the child is eligible for an extended continuation period which would end no later than 36 months from the date of the original Qualifying Event (the termination of employment).
When COBRA Continuation Coverage Begins. When COBRA continuation coverage is elected during the Initial Enrollment Period and the subscription charge is paid, coverage is reinstated back to the date of the original Qualifying Event, so that no break in coverage occurs.

For family members properly enrolled during the COBRA continuation, coverage begins according to the enrollment provisions of the agreement.

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

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

*For a member whose COBRA continuation coverage began under a prior plan, this term will be dated from the time of the Qualifying Event under that prior plan. Subject to the agreement remaining in effect, a retired subscriber whose COBRA continuation coverage began due to Qualifying Event 2 may be covered for the remainder of his or her life; that person's covered family members may continue coverage for 36 months after the subscriber's death. But coverage could terminate prior to such time for either the subscriber or family member in accordance with items 4, 5 or 6 above.
Other Coverage Options Besides COBRA Continuation Coverage.
Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse’s plan) through the conditions listed under the SPECIAL ENROLLMENT PERIODS provision. Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

EXTENSION OF CONTINUATION DURING TOTAL DISABILITY

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

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

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

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

1. The date of the Social Security Administration’s determination of the disability;
2. The date on which the original Qualifying Event occurs;
3. The date on which the Qualified Beneficiary loses coverage; or
4. The date on which the Qualified Beneficiary is informed of the obligation to provide the disability notice.
Cost of Coverage. For the 19th through 29th months that the total disability continues, the group must remit the cost for the extended continuation coverage to us. This cost (called the “subscription charge”) shall be subject to the following conditions:

1. If the disabled member continues coverage during this extension, this charge shall be 150% of the applicable rate for the length of time the disabled member remains covered, depending upon the number of covered dependents. If the disabled member does not continue coverage during this extension, this charge shall remain at 102% of the applicable rate.

2. The cost for extended continuation coverage must be remitted to us by the group each month during the period of extended continuation coverage. We must receive timely payment of the subscription charge each month from the group in order to maintain the extended continuation coverage in force.

3. The group may require that you pay the entire cost of the extended continuation coverage.

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

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

1. The end of the month following a period of 30 days after the Social Security Administration’s final determination that you are no longer totally disabled;

2. The end of 29 months from the Qualifying Event;
3. The date the *agreement* terminates;

4. The end of the period for which subscription charges are last paid;

5. The date, following the election of COBRA, the *member* first becomes covered under any other group health plan; or

6. The date, following the election of COBRA, the *member* first becomes entitled to Medicare. However, entitlement to Medicare will not preclude a person from continuing coverage which the person became eligible for due to Qualifying Event 2.

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

### EXTENSION OF BENEFITS

If you are a *totally disabled subscriber* or a *totally disabled family member* and under the treatment of a *physician* on the date of discontinuance of the *agreement*, your benefits may be continued for treatment of the totally disabling condition. This extension of benefits is not available if you become covered under another group health plan that provides coverage without limitation for your disabling condition. Extension of benefits is subject to the following conditions:

1. If you are confined as an inpatient in a *hospital* or *skilled nursing facility*, you are considered totally disabled as long as the inpatient stay is *medically necessary*, and no written certification of the total disability is required. If you are discharged from the *hospital* or *skilled nursing facility*, you may continue your total disability benefits by submitting written certification by your *physician* of the total disability within 90 days of the date of your discharge. Thereafter, we must receive proof of your continuing total disability at least once every 90 days while benefits are extended.

2. If you are not confined as an inpatient but wish to apply for total disability benefits, you must do so by submitting written certification by your *physician* of the total disability. We must receive this certification within 90 days of the date coverage ends under this *plan*. At least once every 90 days while benefits are extended, we must receive proof that your total disability is continuing.

3. Your extension of benefits will end when any one of the following circumstances occurs:
   a. You are no longer totally disabled.
   b. The maximum benefits available to you under this *plan* are paid.
c. You become covered under another group health plan that provides benefits without limitation for your disabling condition.

d. A period of up to 12 months has passed since your extension began.

GENERAL PROVISIONS

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

Independent Contractors. Our relationship with providers is that of an independent contractor. Physicians, and other health care professionals, hospitals, skilled nursing facilities and other community agencies are not our agents nor are we, or any of our employees, an employee or agent of any hospital, medical group or medical care provider of any type.

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

Inter-Plan Arrangements

Out-of-Area Services

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

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

Inter-Plan Arrangements Eligibility – Claim Types

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

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

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

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

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

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

B. Negotiated (non-BlueCard Program) Arrangements

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

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

BlueCard® Program

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

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

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

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

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

E. Non-participating Providers Outside Our Service Area

1. Allowed Amounts and Member Liability Calculation

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

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

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

   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. Remember to take an up to date health ID card with you.

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

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

   Please refer to the “Utilization Review Program” section in this booklet for further information. You can learn how to get pre-authorization when you need to be admitted to the hospital for emergency or non-emergency care.

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

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

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

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

   You will need to file a claim form for any payments made up front.
When you need Blue Cross Blue Shield Global Core claim forms you can get international claims forms in the following ways:

- Call the Blue Cross Blue Shield Global Core Service Center at the numbers above; or

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

**Terms of Coverage**

1. In order for you to be entitled to benefits under the agreement, both the agreement and your coverage under the agreement must be in effect on the date the expense giving rise to a claim for benefits is incurred.

2. The benefits to which you may be entitled will depend on the terms of coverage in effect on the date the expense giving rise to a claim for benefits is incurred. An expense is incurred on the date you receive the service or supply for which the charge is made.

3. The agreement is subject to amendment, modification or termination according to the provisions of the agreement without your consent or concurrence.

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

**Protection of Coverage.** We do not have the right to cancel your coverage under this plan while: (1) this plan is in effect; (2) you are eligible; and (3) your subscription charges are paid according to the terms of the agreement.

**Free Choice of Provider.** This plan in no way interferes with your right as a member entitled to hospital benefits to select a hospital. You may choose any physician who holds a valid physician and surgeon’s certificate and who is a member of, or acceptable to, the attending staff and board of directors of the hospital where services are received. You may also choose any other health care professional or facility which provides care covered under this plan, and is properly licensed according to appropriate state and local laws. However, your choice may affect the benefits payable according to this plan.
Provider Reimbursement. Physicians and other professional providers are paid on a fee-for-service basis, according to an agreed schedule. A participating physician may, after notice from us, be subject to a reduced negotiated rate in the event the participating physician fails to make routine referrals to participating providers, except as otherwise allowed (such as for emergency services). Hospitals and other health care facilities may be paid either a fixed fee or on a discounted fee-for-service basis.

Other forms of payment arrangement are Payment Innovation Programs. These programs may include financial incentives to help improve quality of care and promote the delivery of health care services in a cost-efficient manner. The programs may vary in methodology and subject area of focus and may be modified by us from time to time, but they will be generally designed to tie a certain portion of a participating provider’s total compensation to pre-defined quality, cost, efficiency or service standards or metrics. In some instances, participating 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 the member’s access to health care. The program payments are not made as payment for specific covered services provided to the member, but instead, are based on the participating provider’s achievement of these pre-defined standards. The member is not responsible for any co-payment amounts related to payments made by us or to us under the programs and the member does not share in any payments made by participating providers to us under the programs.

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

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

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

Benefits Not Transferable. Only the member is entitled to receive benefits under this plan. The right to benefits cannot be transferred.
Notice of Claim. You or the provider of service must send properly and fully completed claim forms to us within 90 days of the date you receive the service or supply for which a claim is made. Services received and charges for the services must be itemized, and clearly and accurately described. If it is not reasonably possible to submit the claim within that time frame, an extension of up to 12 months will be allowed. We are not liable for the benefits of the agreement if you do not file claims within the required time period. Claim forms must be used; canceled checks or receipts are not acceptable.

To obtain a claim form you or someone on your behalf may call the Member Services phone number shown on your ID Card or go to our website at www.anthem.com/ca and download and print one.

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

Payment of Benefits. You authorize us to make payments directly to providers for covered services. In no event, however, shall our right to make payments directly to a provider be deemed to suggest that any provider is a beneficiary with independent claims and appeal rights under the plan. We reserve the right to make payments directly to you as opposed to any provider for covered service, at our discretion. 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. Payments and notice regarding the receipt and/or adjudication of claims may also be sent to, an Alternate Recipient (which is defined herein as any child of a member who is recognized, under a “Qualified Medical Child Support Order”, as having a right to enrollment under the group’s plan), or that person’s custodial parent or designated representative. Any payments made by us (whether to any provider for covered service or you) will discharge our obligation to pay for covered services. You cannot assign your right to receive payment to anyone, except as required by a “Qualified Medical Child Support Order” as defined by, and if subject to, ERISA or any applicable state law.

We will pay non-participating providers and other providers of service directly when emergency services and care are provided to you or one of your family members. We will continue such direct payment until the emergency care results in stabilization. If the emergency care is rendered within California by a non-participating provider, other than an ambulance provider, you will not be responsible for any amount in excess of the reasonable and customary value.
However, you are responsible for any charges in excess of the *reasonable and customary value* that may be billed by an ambulance provider that is a *non-participating provider*.

If you receive services from a facility that is a *participating provider*, at which or as a result of which, you receive non-emergency covered services provided by a *non-participating provider*, you will pay the *non-participating provider* no more than the same cost sharing that you would pay for the same covered services received from a *participating provider*. You will not have to pay the *non-participating provider* more than the *participating provider* cost sharing for such non-emergency covered services. Please see “Member Cost Share” above for more information.

Once a provider performs a covered service, we will not honor a request to withhold payment of the claims submitted.

The coverage, rights, and benefits under the *plan* are not assignable by any *member* without the written consent of the *plan*, except as provided above. This prohibition against assignment includes rights to receive payment, claim benefits under the *plan* and/or law, sue or otherwise begin legal action, or request *plan* documents or any other information that a participant or beneficiary may request under ERISA. Any assignment made without written consent from the *plan* will be void and unenforceable.

**Care Coordination.** We pay *participating providers* in various ways to provide covered services to you. For example, sometimes we may pay *participating 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 *participating 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 *participating providers* for coordination of your care. In some instances, *participating 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 *participating providers* to us under these programs.

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

Under certain circumstances, if we pay your healthcare provider amounts that are your responsibility, such as deductibles, co-payments or co-insurance, we may collect such amounts directly from you. You agree that we have the right to recover such amounts from you.

We have oversight responsibility for compliance with provider and vendor and subcontractor contracts. We may enter into a settlement or compromise regarding enforcement of these contracts and may retain any recoveries made from a provider, vendor, or subcontractor resulting from these audits if the return of the overpayment is not feasible.

We have established recovery policies to determine which recoveries are to be pursued, when to incur costs and expenses, and whether to settle or compromise recovery amounts. We will not pursue recoveries for overpayments if the cost of collection exceeds the overpayment amount. We may not provide you with notice of overpayments made by us or you if the recovery method makes providing such notice administratively burdensome.

**Plan Administrator - COBRA and ERISA.** In no event will we be plan administrator for the purposes of compliance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) or the Employee Retirement Income Security Act (ERISA). The term “plan administrator” refers either to the group or to a person or entity other than us, engaged by the group to perform or assist in performing administrative tasks in connection with the group’s health plan.

The group is responsible for satisfaction of notice, disclosure and other obligations of administrators under ERISA. In providing notices and otherwise performing under the CONTINUATION OF COVERAGE section of this booklet, the group is fulfilling statutory obligations imposed on it by federal law and, where applicable, acting as your agent.

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

**Legal Actions.** No attempt to recover on the plan through legal or equity action may be made until at least 60 days after the written proof of loss has been furnished as required by this plan. No such action may be started later than three years from the time written proof of loss is required to be furnished. If you bring a civil action under Section 502(a) of ERISA, you must bring it within one year of the grievance or appeal decision.
Prepayment Fees. Your employer is responsible for paying subscription charges to us for all coverage provided to you and your family members. Your employer may require that you contribute all or part of the costs of these subscription charges. Please consult your employer for details.

Liability of Subscriber to Pay Providers. In accordance with California law, you will not be required to pay any participating provider or other health care provider any amounts we owe to that provider (not including co-payments or deductibles), even in the unlikely event that we fail to pay that provider. You may be liable, however, to pay non-participating providers any amounts not paid to them by us.

Renewal Provisions. Your employer's health plan agreement with us is subject to renewal at certain intervals. We may change the subscription charges or other terms of the plan from time to time.

Public Policy Participation. We have established a Public Policy Committee (that we call our Consumer Relations Committee) to advise our Board of Directors. This Committee advises the Board about how to assure the comfort, dignity, and convenience of the people we cover. The Committee consists of members covered by our health plan, participating providers and a member of our Board of Directors. The Committee may review our financial information and information about the nature, volume, and resolution of the complaints we receive. The Consumer Relations Committee reports directly to our Board.

Conformity with Laws. Any provision of the agreement which, on its effective date, is in conflict with the laws of the governing jurisdiction, is hereby amended to conform to the minimum requirements of such laws.

Confidentiality and Release of Information. Applicable state and federal law requires us to undertake efforts to safeguard your medical information.

For informational purposes only, please be advised that a statement describing our policies and procedures regarding the protection, use and disclosure of your medical information is available on our website and can be furnished to you upon request by contacting our Member Services department.

Obligations that arise under state and federal law and policies and procedures relating to privacy that are referenced but not included in this booklet are not part of the contract between the parties and do not give rise to contractual obligations.

Medical Policy and Technology Assessment. Anthem reviews and evaluates new technology according to its technology evaluation criteria developed by its medical directors. Technology assessment criteria is used to determine the investigational status or medical necessity of new
technology. Guidance and external validation of Anthem’s medical policy is provided by the Medical Policy and Technology Assessment Committee (MPTAC) which consists of approximately 20 physicians from various medical specialties including Anthem’s medical directors, physicians in academic medicine and physicians in private practice. Conclusions made are incorporated into medical policy used to establish decision protocols for particular diseases or treatments and applied to medical necessity criteria used to determine whether a procedure, service, supply or equipment is covered.

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

1. An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of covered services shall be provided for the duration of the acute condition.

2. A serious chronic condition. A serious chronic condition is a medical condition caused by a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by Anthem in consultation with you and the non-participating provider and consistent with good professional practice. Completion of covered services shall not exceed twelve (12) months from the time you enroll with Anthem.

3. A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Completion of covered services shall be provided for the duration of the pregnancy.

4. A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one (1) year or less. Completion of covered services shall be provided for the duration of the terminal illness.

5. The care of a newborn child between birth and age thirty-six (36) months. Completion of covered services shall not exceed twelve (12) months from the time the child enrolls with Anthem.
6. Performance of a surgery or other procedure that we have authorized as part of a documented course of treatment and that has been recommended and documented by the provider to occur within 180 days of the time you enroll with Anthem.

Please contact Member Services at the telephone number listed on your ID card to request Transition Assistance or to obtain a copy of the written policy. Eligibility is based on your clinical condition and is not determined by diagnostic classifications. Transition Assistance does not provide coverage for services not otherwise covered under the plan.

We will notify you by telephone, and the provider by telephone and fax, as to whether or not your request for Transition Assistance is approved. If approved, you will be financially responsible only for applicable deductibles, coinsurance, and copayments under the plan. Financial arrangements with non-participating providers are negotiated on a case-by-case basis. We will request that the non-participating provider agree to accept reimbursement and contractual requirements that apply to participating providers, including payment terms. If the non-participating provider does not agree to accept said reimbursement and contractual requirements, we are not required to continue that provider’s services. If you do not meet the criteria for Transition Assistance, you are afforded due process including having a physician review the request.

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

You must be under the care of the participating provider at the time the provider's contract terminates. The terminated provider must agree in writing to provide services to you in accordance with the terms and conditions of his or her agreement with Anthem prior to termination. The provider must also agree in writing to accept the terms and reimbursement rates under his or her agreement with Anthem prior to termination. If the provider does not agree with these contractual terms and conditions, we are not required to continue the provider's services beyond the contract termination date.
Anthem will provide such benefits for the completion of covered services by a terminated provider only for the following conditions:

1. An acute condition. An acute condition is a medical condition that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of covered services shall be provided for the duration of the acute condition.

2. A serious chronic condition. A serious chronic condition is a medical condition caused by a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by Anthem in consultation with you and the terminated provider and consistent with good professional practice. Completion of covered services shall not exceed twelve (12) months from the date the provider's contract terminates.

3. A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Completion of covered services shall be provided for the duration of the pregnancy.

4. A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one (1) year or less. Completion of covered services shall be provided for the duration of the terminal illness.

5. The care of a newborn child between birth and age thirty-six (36) months. Completion of covered services shall not exceed twelve (12) months from the date the provider's contract terminates.

6. Performance of a surgery or other procedure that we have authorized as part of a documented course of treatment and that has been recommended and documented by the provider to occur within 180 days of the date the provider's contract terminates.

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

Please contact Member Services at the telephone number listed on your ID card to request continuity of care or to obtain a copy of the written policy. Eligibility is based on the member's clinical condition and is not determined by diagnostic classifications. Continuity of care does not provide coverage for services not otherwise covered under the plan.
We will notify you by telephone, and the provider by telephone and fax, as to whether or not your request for continuity of care is approved. If approved, you will be financially responsible only for applicable deductibles, coinsurance, and copayments under the plan. Financial arrangements with terminated providers are negotiated on a case-by-case basis. We will request that the terminated provider agree to accept reimbursement and contractual requirements that apply to participating providers, including payment terms. If the terminated provider does not agree to accept the same reimbursement and contractual requirements, we are not required to continue that provider's services. If you disagree with our determination regarding continuity of care, you may file a grievance with us by following the procedures described in the section entitled GRIEVANCE PROCEDURES.

Value-Added Programs. We may offer health or fitness related programs, 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.

Voluntary Clinical Quality Programs. We may offer additional opportunities to assist you in obtaining certain covered preventive or other care (e.g., well child check-ups or certain laboratory screening tests) that you have not received in the recommended timeframe. These opportunities are called voluntary clinical quality programs. They are designed to encourage you to get certain care when you need it and are separate from covered services under your plan.

These programs are not guaranteed and could be discontinued at any time. We will give you the choice and if you choose to participate in one of these programs, and obtain the recommended care within the program’s timeframe, you may receive incentives such as gift cards or retailer coupons, which we encourage you to use for health and wellness related activities or items. Under other clinical quality programs, you may receive a home test kit that allows you to collect the specimen for certain covered laboratory tests at home and mail it to the laboratory for processing. You may also be offered a home visit appointment to collect such specimens and complete biometric screenings. You may need to pay any cost shares that normally apply to such covered laboratory tests (e.g., those applicable to the laboratory processing fee) but will not need to pay for the home test kit or the home visit. If you have any questions about whether receipt of a gift card or retailer coupon results in taxable income to you, we recommend that you consult your tax advisor.
Voluntary Wellness Incentive Programs. We may offer health or fitness related program options for purchase by your group to help you achieve your best health. These programs are not covered services under your plan, but are separate components, which are not guaranteed under this plan and could be discontinued at any time. If your group has selected one of these options to make available to all employees, you may receive incentives such as gift cards by participating in or completing such voluntary wellness promotion programs as health assessments, weight management or tobacco cessation coaching. Under other options a group may select, you may receive such incentives by achieving specified standards based on health factors under wellness programs that comply with applicable law. If you think you might be unable to meet the standard, you might qualify for an opportunity to earn the same reward by different means. You may contact us at the Member Services number on your ID card and we will work with you (and, if you wish, your physician) to find a wellness program with the same reward that is right for you in light of your health status. If you receive a gift card as a wellness reward and use it for purposes other than for qualified medical expenses, this may result in taxable income to you. For additional guidance, please consult your tax advisor.

Program Incentives. We may offer incentives from time to time at our discretion in order to introduce you to new programs and services available under this plan. The purpose of these incentives include, but is not limited to, making you aware of cost effective benefit options or services, helping you achieve your best health, and encouraging you to update member-related information. These incentives may be offered in various forms such as retailer coupons, gift cards and health-related merchandise. Acceptance of these incentives is voluntary as long as we offer the incentives program.

We may discontinue an incentive for a particular new service or program at any time. If you have any questions about whether receipt of an incentive or retailer coupon results in taxable income to you, we recommend that you consult your tax advisor.

BINDING ARBITRATION

Any dispute or claim, of whatever nature, arising out of, in connection with, or in relation to this plan or the agreement, or breach or rescission thereof, or in relation to care or delivery of care, including any claim based on contract, tort or statute, must be resolved by arbitration if the amount sought exceeds the jurisdictional limit of the small claims court. Any dispute regarding a claim for damages within the jurisdictional limits of the small claims court will be resolved in such court.
The Federal Arbitration Act shall govern the interpretation and enforcement of all proceedings under this BINDING ARBITRATION provision. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, state law governing agreements to arbitrate shall apply.

The member and Anthem agree to be bound by these arbitration provisions and acknowledge that they are giving up their right to trial by jury for both medical malpractice claims and any other disputes.

California Health & Safety Code section 1363.1 requires that any arbitration agreement include the following notice based on California Code of Civil Procedure 1295(a): It is understood that any dispute as to medical malpractice, that is, whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings and except for disputes regarding a claim for damages within the jurisdictional limits of the small claims court. Both parties to this contract, by entering into it, acknowledge that they are giving up their constitutional right to have any and all disputes, including medical malpractice claims, decided in a court of law before a jury, and instead are accepting the use of arbitration.

The member and Anthem agree to give up the right to participate in class arbitrations against each other. Even if applicable law permits class actions or class arbitrations, the member waives any right to pursue, on a class basis, any such controversy or claim against Anthem and Anthem waives any right to pursue on a class basis any such controversy or claim against the member.

The arbitration findings will be final and binding except to the extent that state or federal law provides for the judicial review of arbitration proceedings.

The arbitration is initiated by the member making written demand on Anthem. The arbitration will be conducted by Judicial Arbitration and Mediation Services (“JAMS”), according to its applicable Rules and Procedures. If for any reason JAMS is unavailable to conduct the arbitration, the arbitration will be conducted by another neutral arbitration entity, by agreement of the member and Anthem, or by order of the court, if the member and Anthem cannot agree.

The costs of the arbitration will be allocated per the JAMS Policy on Consumer Arbitrations. If the arbitration is not conducted by JAMS, the costs will be shared equally by the parties, except in cases of extreme financial hardship, upon application to the neutral arbitration entity to
which the parties have agreed, in which cases, Anthem will assume all or a portion of the costs of the arbitration.

Please send all Binding Arbitration demands in writing to Anthem Blue Cross, P.O. Box 4310, Woodland Hills, CA 91365-4310 marked to the attention of the Member Services Department listed on your identification card.

DEFINITIONS

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

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

**Agreement** is the Group Benefit Agreement issued by us to the group.

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

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

**Association** means the Los Angeles County Chapter of the National Electrical Contractors Association.

**Authorized referral** occurs when you, because of your medical needs, require the services of a specialist who is a *non-participating provider*, or require special services or facilities not available at a *contracting hospital*, but only when the referral has been authorized by us before services are rendered and when the following conditions are met:

- there is no *participating provider* who practices in the appropriate specialty, or there is no *contracting hospital* which provides the required services or has the necessary facilities;
- that meets the adequacy and accessibility requirements of state or federal law; and
• you are referred to hospital or physician that does not have an agreement with Anthem for a covered service by a participating provider.

Benefits for medically necessary and appropriate authorized referral services received from a non-participating provider will be payable as shown in the Exceptions under the SUMMARY OF BENEFITS: CO-PAYMENTS.

You or your physician must call the toll-free telephone number printed on your identification card prior to scheduling an admission to, or receiving the services of, a non-participating provider.

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

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

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

Benefits for services performed at a designated BDCSC will be the same as for participating providers. A participating provider in the Prudent Buyer Plan network or the Blue Cross and/or Blue Shield Plan is not necessarily a BDCSC facility.

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

Benefits for services performed at a designated CME will be the same as for participating providers. A participating provider in the Prudent Buyer Plan network or the Blue Cross and/or Blue Shield Plan is not necessarily a CME facility.

**Child** meets the plan’s eligibility requirements for children as outlined under HOW COVERAGE BEGINS AND ENDS.
**Chiropractic services** means medically necessary care by means of adjustment of the spine (to correct a subluxation) performed by a legally licensed chiropractor pursuant to the terms of their license. (Subluxation is a term used in the chiropractic field to describe what happens when one of the vertebrae in your spine moves out of position.)

**COBRA** is the federal law requiring the continuation of group health coverage when eligibility or coverage ends as provided for by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended from time to time and by all applicable regulations.

**Collective Bargaining Agreement** is any Agreement between the Association and the Union which requires Contributions to this Health Fund and any other Collective Bargaining Agreement requiring Contributions to the Health Fund approved by the Board of Trustees.

**Contracting Hospital** is a hospital which has a Standard Hospital Contract in effect with us to provide care to members. A contracting hospital is not necessarily a participating provider. A list of contracting hospitals will be sent on request.

**Contribution** is the payment made or to be made to the Fund by any individual Employer under the provisions of any of the Collective Bargaining Agreements. The term "Contribution" shall also include a payment made on behalf of an Employee of a Local Union or other contributing Employer pursuant to a Subscription Agreement approved by the Board of Trustees.

**Cosmetic services** are services or surgery performed solely for beautification or to alter or reshape normal (including aged) structures or tissues of the body to improve appearance.

**Covered Employment** means work at a job for which Contributions are required under a Collective Bargaining Agreement.

**Credited Hours, Hours Worked** and hours means work hours reported under Covered Employment for which Contributions are actually received. Contributions for Hours Worked in Covered Employment received more than three months subsequent to the month in which the hours were actually worked are credited to your hour bank in the month the Contributions were received rather than being credited as Hours Worked in the month the work was actually performed. These delinquent Employer Contributions are credited to your hour bank because various contracts with service providers prohibit the Fund from providing you with retroactive eligibility. The normal 600 hour limit for your hour bank does not apply to the extent the delinquent hours are credited to your hour bank account.
The term Credited Hour and/or Hours Worked also includes any hour that is worked by an Employee for which Contributions are paid to a Health Fund which is signatory to the International Brotherhood of Electrical Workers (IBEW) Reciprocal Agreement to the extent such reciprocal Contributions are received by this Fund.

Reciprocal Contributions, delinquent Contributions and Contributions received under certain Collective Bargaining Agreements are converted to hours under this Plan by dividing the monies received by the then existing hourly Contribution rate under the IBEW Local 11 Inside-Wiremen’s Collective Bargaining Agreement.

**Custodial Care** is care provided primarily to meet your personal needs. This includes help in walking, bathing or dressing. It also includes: preparing food or special diets; feeding by utensil, tube or gastrostomy; suctioning and administration of medicine which is usually self-administered or any other care which does not require continuing services of medical personnel.

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

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

**Dependent** is as defined in this booklet. Refer to table of contents titled "Eligibility & General Plan Provisions” subtitled, "Eligible Dependents."

**Domestic Partner** satisfies the rules of eligibility adopted by the Fund.

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

**Electrician** includes any Employee who works in any classification covered by a Collective Bargaining Agreement participating in this Plan, negotiated between a participating IBEW Local and a participating NECA chapter.

**Emergency or Emergency Medical Condition** means a medical or behavioral health condition manifesting itself by acute symptoms of sufficient severity including severe pain such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- Placing the patient’s health or the health of another person (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
• Serious impairment to bodily functions; or
• Serious dysfunction of any bodily organ or part.

*Emergency* includes being in active labor when there is inadequate time for a safe transfer to another hospital prior to delivery, or when such a transfer would pose a threat to the health and safety of the member or unborn child.

An *emergency medical condition* includes a *psychiatric emergency medical condition,* which is a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following: a) an immediate danger to himself or herself or to others, or b) immediately unable to provide for, or utilize, food, shelter, or clothing, due to the mental disorder.

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

**Employee** is an Employee of an Employer (as defined below) who works in Covered Employment and satisfies the rules of eligibility adopted by the Fund.

**Employer** means any individual Employer signatory to any Agreement with the Union and the Association, which requires Contributions by the Employer into this Health Fund. The term “Employer” also includes the Union and other contributing Employers pursuant to regulations adopted by the Board of Trustees.

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

**Facility-based Care** is care provided in a hospital, psychiatric health facility, residential treatment center or day treatment center for the treatment of mental or nervous disorders or substance abuse.

**Family Member** means an Employee or Dependent of an Employee.

**Fund or Health Fund** is the Southern California IBEW-NECA Health Trust Fund.

**Group** refers to the business entity to which we have issued this *agreement.* The name of the group is Southern California IBEW - NECA Health Plan.
Home Health Agencies are home health care providers which are licensed according to state and local laws to provide skilled nursing and other services on a visiting basis in your home, and recognized as home health providers under Medicare and/or accredited by a recognized accrediting agency such as the Joint Commission on the Accreditation of Healthcare Organizations.

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

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

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

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

Hour Bank Reserve is merely an eligibility device. An individual’s individual Hour Bank is in no fashion a vested right and the Hour Bank Reserve is in no fashion pre-funded. The provisions of the Hour Bank Reserve governing eligibility may be eliminated or amended at any time by the Board of Trustees in the sole discretion of the Board of Trustees.

Intensive Outpatient Program is a structured, multidisciplinary behavioral health treatment that provides a combination of individual, group and family therapy in a program that operates no less than 3 hours per day, 3 days per week.
Intensive In-Home Behavioral Health Program is a range of therapy services provided in the home to address symptoms and behaviors that, as the result of a mental health condition or substance abuse disorder, put you and others at risk of harm.

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

Maximum allowed amount is the maximum amount of reimbursement we will allow for covered medical services and supplies under this plan. See YOUR MEDICAL BENEFITS: MAXIMUM ALLOWED AMOUNT.

Medically Necessary procedures, supplies equipment or services are those we determine to be:

1. Appropriate and necessary for the diagnosis or treatment of the medical condition;

Clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the patient’s illness, injury or disease;

3. Provided for the diagnosis or direct care and treatment of the medical condition;

4. Within standards of good medical practice within the organized medical community;

5. Not primarily for your convenience, or for the convenience of your physician or another provider; and

6. The most appropriate procedure, supply, equipment or service which can safely be provided. The most appropriate procedure, supply, equipment or service must satisfy the following requirements:

   a. There must be valid scientific evidence demonstrating that the expected health benefits from the procedure, supply, equipment or service are clinically significant and produce a greater likelihood of benefit, without a disproportionately greater risk of harm or complications, for you with the particular medical condition being treated than other possible alternatives; and

   b. Generally accepted forms of treatment that are less invasive have been tried and found to be ineffective or are otherwise unsuitable.

Member is the subscriber or family member. A member may enroll under only one health plan provided by Anthem, or any of its affiliates, which is sponsored by the group.
Mental health conditions include conditions that constitute severe mental disorders and serious emotional disturbances of a child, as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), as well as any mental health condition identified as a "mental disorder" in the DSM, Fourth Edition Text Revision (DSM IV). Substance abuse means drug or alcohol abuse or dependence.

Non-participating Provider is one of the following providers which does NOT have a Prudent Buyer Plan Participating Provider Agreement in effect with us or is NOT participating in a Blue Cross and/or Blue Shield Plan at the time services are rendered:
1. A hospital;
2. A physician;
3. An ambulatory surgical center;
4. A home health agency;
5. A facility which provides diagnostic imaging services;
6. A durable medical equipment outlet;
7. A skilled nursing facility;
8. A clinical laboratory;
9. A home infusion therapy provider; or
10. A licensed qualified autism service provider

They are not participating providers. Remember that the maximum allowed amount may only represent a portion of the amount which a non-participating provider charges for services. See YOUR MEDICAL BENEFITS: MAXIMUM ALLOWED AMOUNT.

Other Health Care Provider is one of the following providers:
1. A certified registered nurse anesthetist;
2. A blood bank;
3. A licensed ambulance company; or
4. A hospice.

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

Partial Hospitalization Program is a structured, multidisciplinary behavioral health treatment that offers nursing care and active individual, group and family treatment in a program that operates no less than 6 hours per day, 5 days per week.

Participant means all individuals who are eligible for benefits under this Plan. This includes Employees and eligible Dependents of such Employees.
Participating Provider is one of the following providers which has a Prudent Buyer Plan Participating Provider Agreement in effect with us or is participating in a Blue Cross and/or Blue Shield Plan at the time services are rendered:

1. A hospital;
2. A physician;
3. An ambulatory surgical center;
4. A home health agency;
5. A facility which provides diagnostic imaging services;
6. A durable medical equipment outlet;
7. A skilled nursing facility;
8. A clinical laboratory;
9. A home infusion therapy provider; or
10. A licensed qualified autism service provider

Participating providers agree to accept the maximum allowed amount as payment for covered services. A directory of participating providers is available upon request.

Physician means:

1. A doctor of medicine (M.D.) or doctor of osteopathy (D.O.) who is licensed to practice medicine or osteopathy where the care is provided; or

2. One of the following providers, but only when the provider is licensed to practice where the care is provided, is rendering a service within the scope of that license and such license is required to render that service, is providing a service for which benefits are specified in this booklet, and when benefits would be provided if the services were provided by a physician as defined above:
   a. A dentist (D.D.S. or D.M.D.)
   b. An optometrist (O.D.)
   c. A dispensing optician
   d. A podiatrist or chiropodist (D.P.M., D.S.P. or D.S.C.)
   e. A licensed clinical psychologist
   f. A licensed educational psychologist for the provision of behavioral health treatment services for the treatment of pervasive developmental disorder or autism only
   g. A chiropractor (D.C.)
   h. An acupuncturist (A.C.)
   i. A licensed clinical social worker (L.C.S.W.)
j. A marriage and family therapist (M.F.T.)
k. A physical therapist (P.T. or R.P.T.)*
l. A speech pathologist*
m. An audiologist*
n. An occupational therapist (O.T.R.)*
o. A respiratory care practitioner (R.C.P.)*
p. A psychiatric mental health nurse (R.N.)*
q. A nurse midwife**
r. A nurse practitioner
s. A physician assistant
t. Any agency licensed by the state to provide services for the treatment of mental or nervous disorders or substance abuse, when we are required by law to cover those services.

u. A registered dietitian (R.D.)* or another nutritional professional* with a master's or higher degree in a field covering clinical nutrition sciences, from a college or university accredited by a regional accreditation agency, who is deemed qualified to provide these services by the referring M.D. or D.O. A registered dietitian or other nutritional professional as described here are covered for the provision of diabetic medical nutrition therapy and nutritional counseling for the treatment of eating disorders such as anorexia nervosa and bulimia nervosa only. *Note:* The providers indicated by asterisks (*) are covered only by referral of a physician as defined in 1 above.

**If there is no nurse midwife who is a participating provider in your area, you may call the Member Services telephone number on your ID card for a referral to an OB/GYN.

**Plan** is the set of benefits described in this booklet and in the amendments to this booklet, if any. This plan is subject to the terms and conditions of the agreement we have issued to the group. If changes are made to the plan, an amendment or revised booklet will be issued to the group for distribution to each subscriber affected by the change. (The word "plan" here does not mean the same as "plan" as used in ERISA.)

**Preventive Care Services** include routine examinations, screenings, tests, education, and immunizations administered with the intent of preventing future disease, illness, or injury. Services are considered preventive if you have no current symptoms or prior history of a medical condition associated with that screening or service. These services shall meet requirements as determined by federal and state law.
Sources for determining which services are recommended include the following:

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

Please call us at the Member Services number listed on your ID card for additional information about services that are covered by this plan as preventive care services. You may also refer to the following websites that are maintained by the U.S. Department of Health & Human Services.

https://www.healthcare.gov/what-are-my-preventive-care-benefits
http://www.ahrq.gov
http://www.cdc.gov/vaccines/acip/index.html

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

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

Psychiatric emergency medical condition is a mental disorder that manifests itself by acute symptoms of sufficient severity that the patient is either (1) an immediate danger to himself or herself or to others, or (2) immediately unable to provide for or utilize food, shelter, or clothing due to the mental disorder.
**Psychiatric Health Facility** is an acute 24-hour facility as defined in California Health and Safety Code 1250.2. It must be:

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

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

**Qualifying Event** for continuation of coverage occurs when a qualified beneficiary loses coverage under this Plan. This entitles the qualified beneficiary to elect to continue coverage under the Plan by self-payment.

**Reasonable and customary value** is (1) for professional **non-participating providers**, the reasonable and customary value is determined by using a percentile of billed charges from a database of a third-party that takes into consideration various factors, such as the amounts billed for same or similar services, and the geographic locations in which the services were rendered; and (2) for facility **non-participating providers and non-contracting hospitals**, the reasonable and customary value is determined by using a percentile of billed charges from a database of Anthem's actual claims experience, subject to certain thresholds based on each provider's cost-to-charge ratio as reported by the provider to a California governmental agency and the actual claim submitted to us.

**Reconstructive surgery** is surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following: (a) improve function; or (b) create a normal appearance, to the extent possible.
Residential treatment center is an inpatient treatment facility where the patient resides in a modified community environment and follows a comprehensive medical treatment regimen for treatment and rehabilitation of a mental health condition or substance abuse. The facility must be licensed to provide psychiatric treatment of mental health condition or substance abuse according to state and local laws and requires a minimum of one physician visit per week in the facility. The facility must be fully accredited by The Joint Commission (TJC), the Commission on Accreditation of Rehabilitation Facilities (CARF), the National Integrated Accreditation for Healthcare Organizations (NIAHO), or the Council on Accreditation (COA).

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

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

- Oral;
- Transdermal;
- Vaginal;
- Depot Injection.

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

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

1. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community and is at risk of being removed from the home or has already been removed from the home or the mental disorder has been present for more than six months or is likely to continue for more than one year without treatment.

2. The child is psychotic, suicidal, or potentially violent.
3. The child meets special education eligibility requirements under California law (Education Code Section 56320).

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

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

**Specialty Drugs** are high-cost, injectable, infused, oral or inhaled medications that generally require close supervision and monitoring of their effect on the patient by a medical professional. These drugs which often require special handling, such as temperature controlled packaging and overnight delivery, and are often unavailable at retail pharmacies.

**Specialist** is a physician who focuses on a specific area of medicine or group of patients to diagnose, manage, prevent, or treat certain types of symptoms and conditions. A non-physician specialist is a provider who has added training in a specific area of health care.

**Spouse** meets the plan’s eligibility requirements for spouses as outlined under HOW COVERED BEGINS AND ENDS.

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

**Subscriber** is the person who, by meeting the plan’s eligibility requirements for subscribers, is allowed to choose membership under this plan for himself or herself and his or her eligible family members. Such requirements are outlined in HOW COVERED BEGINS AND ENDS. A person may enroll as a subscriber under only one health plan provided by Anthem, or any of its affiliates, which is sponsored by the group.

**Totally Disabled Family Member** is a family member who is unable to perform all activities usual for persons of that age.

**Totally Disabled Subscriber** is a subscriber who, because of illness or injury, is unable to work for income in any job for which he/she is qualified or for which he/she becomes qualified by training or experience, and who is in fact unemployed.

**Trust Agreement** is the Agreement and Declaration of Trust establishing the Southern California IBEW-NECA Health Trust Fund and any modification, amendment, extension, or renewal thereof.

**Trustee and/or Board of Trustees**, as defined in the Agreement and Declaration of Trust establishing the Southern California IBEW-NECA Active Health Trust Fund.
Union and/or Local Union means the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, Local 11.

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

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

To find an urgent care center, please call us at the Member Services number listed on your ID card or you can also search online using the “Provider Finder” function on our website at www.anthem.com/ca. Please call the urgent care center directly for hours of operation and to verify that the center can help with the specific care that is needed.

We (us, our) refers to Anthem Blue Cross.

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

You (your) refers to the subscriber and family members who are enrolled for benefits under this plan.
GRIEVANCE 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. If you have a question or complaint about your eligibility, (including if you believe your coverage under this plan has been or will be improperly terminated), your benefits under this plan, a participating provider, concerning a claim, or about us, please call the telephone number listed on your identification card, or you may write to us (please address your correspondence to Anthem Blue Cross, P.O. Box 4310, Woodland Hills, CA 91365-4310 marked to the attention of the Member Services Department listed on your identification card). Our Member Services staff will answer your questions or assist you in resolving your issue.

If you are not satisfied with the resolution based on your initial inquiry, you may request a copy of the Plan Grievance Form from the Member Services representative. You may complete and return the form to us, or ask the Member Services representative to complete the form for you over the telephone. You may also submit a grievance to us online or print the Plan Grievance Form through the Anthem Blue Cross website at www.anthem.com/ca. You must submit your grievance to us no later than 180 days following the date you receive a denial notice from us or any other incident or action with which you are dissatisfied. Your issue will then become part of our formal grievance process and will be resolved accordingly.

All grievances received by us will be acknowledged in writing, together with a description of how we propose to resolve the grievance. Except for grievances that concern the prescription drug formulary, we will review and respond to your grievance within the following timeframes:

- After we have received your grievance, we will send you a written statement on its resolution within 30 days.

- If your case is urgent and involves an imminent threat to your health, including, but not limited to, severe pain, the potential loss of life, limb, or major bodily function, review of your grievance will be expedited and resolved within three days.

You have the right to review all documents that are part of your grievance file and to present evidence and testimony as part of the grievance process.
If, after our denial, we consider, rely on or generate any new or additional evidence in connection with your claim, we will provide you with that new or additional evidence, free of charge. We will not base our appeal decision on a new or additional rationale without first providing you (free of charge) with, and a reasonable opportunity to respond to, any such new or additional rationale. If we fail to follow the appeal procedures outlined under this section the appeals process may be deemed exhausted. However, the appeals process will not be deemed exhausted due to minor violations that do not cause, and are not likely to cause, prejudice or harm so long as the error was for good cause or due to matters beyond our control.

If you are dissatisfied with the resolution of your grievance, or if your grievance has not been resolved after at least 30 days (or within three days for urgent cases), you may submit your grievance to the California Department of Managed Health Care for review prior to binding arbitration (see DEPARTMENT OF MANAGED HEALTH CARE). If your case is urgent and involves an imminent threat to your health, as described above, you are not required to complete our grievance process or to wait at least 30 days, but may immediately submit your grievance to the Department of Managed Health Care (DMHC) for review. If your grievance concerns the termination of your coverage, you may also immediately submit your grievance to the DMHC if the DMHC determines your grievance requires immediate review.

If your grievance concerns the termination of your coverage and your coverage is still in effect when you submit a grievance, we will continue to provide coverage to you under the terms of this plan until a final determination of your request for review has been made, including any review by the Director of the Department of Managed Health Care. (Note: This does not apply if your coverage is cancelled due to non-payment of subscription charges.) If your coverage is maintained in force pending outcome of the review, subscription charges must still be paid to us on your behalf. If your coverage has already ended when you submit the grievance, your coverage will not be maintained. If the Director of the Department of Managed Health Care determines that your coverage should not have been terminated, we will reinstate your coverage back to the date it was terminated. Subscription charges must be paid current to us on your behalf from the date coverage is reinstated.

If at the conclusion of review of your grievance by the Department of Managed Health Care you continue to be dissatisfied with its resolution, or prior to and instead of review of your case by the Department of Managed Health Care, your remedy may be binding arbitration (see BINDING ARBITRATION).
Independent Medical Review of Denials of Experimental or Investigative Treatment

If coverage for a proposed treatment is denied because we determine that the treatment is experimental or investigatory, you may ask that the denial be reviewed by an external independent medical review organization contracting with the Department of Managed Health Care ("DMHC"). Your request for this review may be submitted to the DMHC. You pay no application or processing fees of any kind for this review. You have the right to provide information in support of your request for review. A decision not to participate in this review process may cause you to forfeit any statutory right to pursue legal action against us regarding the disputed health care service. We will send you an application form and an addressed envelope for you to use to request this review with any grievance disposition letter denying coverage for this reason. You may also request an application form by calling us at the telephone number listed on your identification card or write to us at Anthem Blue Cross, P.O. Box 4310, Woodland Hills, CA 91365-4310.

To qualify for this review, all of the following conditions must be met:

- You have a life-threatening or seriously debilitating condition, described as follows:
  - A life-threatening condition is a condition or disease where the likelihood of death is high unless the course of the disease is interrupted or a condition or disease with a potentially fatal outcome where the end point of clinical intervention is the patient’s survival.
  - A seriously debilitating condition is a disease or condition that causes major, irreversible morbidity.

- Your physician must certify that either (a) standard treatment has not been effective in improving your condition, (b) standard treatment is not medically appropriate, or (c) there is no more beneficial standard treatment covered by this plan than the proposed treatment.

- The proposed treatment must either be:
  - Recommended by a participating provider who certifies in writing that the treatment is likely to be more beneficial than standard treatments, or
  - Requested by you or by a licensed board certified or board eligible physician qualified to treat your condition. The treatment requested must be likely to be more beneficial for you than standard treatments based on two documents of scientific and medical evidence from the following sources:
a) Peer-reviewed scientific studies published in or accepted for publication by medical journals that meet nationally recognized standards;

b) Medical literature meeting the criteria of the National Institutes of Health’s National Library of Medicine for indexing in Index Medicus, Excerpta Medicus (EMBASE), Medline, and MEDLARS database of Health Services Technology Assessment Research (HSTAR);

c) Medical journals recognized by the Secretary of Health and Human Services, under Section 1861(t)(2) of the Social Security Act;

d) Either of the following: (i) The American Hospital Formulary Service’s Drug Information, or (ii) the American Dental Association Accepted Dental Therapeutics;

e) Any of the following references, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer chemotherapeutic regimen: (i) the Elsevier Gold Standard’s Clinical Pharmacology, (ii) the National Comprehensive Cancer Network Drug and Biologics Compendium, or (iii) the Thomson Micromedex DrugDex;

f) Findings, studies or research conducted by or under the auspices of federal governmental agencies and nationally recognized federal research institutes, including the Federal Agency for Health Care Policy and Research, National Institutes of Health, National Cancer Institute, National Academy of Sciences, Centers for Medicare and Medicaid Services, Congressional Office of Technology Assessment, and any national board recognized by the National Institutes of Health for the purpose of evaluating the medical value of health services; and

g) Peer reviewed abstracts accepted for presentation at major medical association meetings.

In all cases, the certification must include a statement of the evidence relied upon.

You must request this review within six months of the date you receive a denial notice from us in response to your grievance, or from the end of the 30 day or three day grievance period, whichever applies. This application deadline may be extended by the DMHC for good cause.
Within three business days of receiving notice from the DMHC of your request for review we will send the reviewing panel all relevant medical records and documents in our possession, as well as any additional information submitted by you or your physician. Any newly developed or discovered relevant medical records identified by us or by a participating provider after the initial documents are sent will be immediately forwarded to the reviewing panel. The external independent review organization will complete its review and render its opinion within 30 days of its receipt of request for review (or within seven days if your physician determines that the proposed treatment would be significantly less effective if not provided promptly). This timeframe may be extended by up to three days for any delay in receiving necessary records.

Please note: If you have a terminal illness (an incurable or irreversible condition that has a high probability of causing death within one year or less) and proposed treatment is denied because the treatment is determined to be experimental, you may also meet with our review committee to discuss your case as part of the grievance process (see GRIEVANCE PROCEDURES).

Independent Medical Review of Grievances Involving a Disputed Health Care Service

You may request an independent medical review ("IMR") of disputed health care services from the Department of Managed Health Care ("DMHC") if you believe that we have improperly denied, modified, or delayed health care services. A "disputed health care service" is any health care service eligible for coverage and payment under your plan that has been denied, modified, or delayed by us, in whole or in part because the service is not medically necessary.

The IMR process is in addition to any other procedures or remedies that may be available to you. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of the request for IMR. We must provide you with an IMR application form and an addressed envelope for you to use to request IMR with any grievance disposition letter that denies, modifies, or delays health care services. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against us regarding the disputed health care service.

Eligibility: The DMHC will review your application for IMR to confirm that:

1. One or more of the following conditions has been met:
   
   (a) Your provider has recommended a health care service as medically necessary,
(b) You have received urgent care or emergency services that a provider determined was medically necessary, or

(c) You have been seen by a participating provider for the diagnosis or treatment of the medical condition for which you seek independent review;

2. The disputed health care service has been denied, modified, or delayed by us, based in whole or in part on a decision that the health care service is not medically necessary; and

3. You have filed a grievance with us and the disputed decision is upheld or the grievance remains unresolved after 30 days. If your grievance requires expedited review you need not participate in our grievance process for more than three days. The DMHC may waive the requirement that you follow our grievance process in extraordinary and compelling cases.

You must apply for IMR within six months of the date you receive a denial notice from us in response to your grievance or from the end of the 30 day or three day grievance period, whichever applies. This application deadline may be extended by the DMHC for good cause.

If your case is eligible for IMR, the dispute will be submitted to a medical specialist or specialists who will make an independent determination of whether or not the care is medically necessary. You will receive a copy of the assessment made in your case. If the IMR determines the service is medically necessary, we will provide benefits for the health care service.

For non-urgent cases, the IMR organization designated by the DMHC must provide its determination within 30 days of receipt of your application and supporting documents. For urgent cases involving an imminent and serious threat to your health, including, but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of your health, the IMR organization must provide its determination within 3 days.

For more information regarding the IMR process, or to request an application form, please call us at the Member Services telephone number listed on your ID card.
Department of Managed Health Care

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at 1-800-365-0609 or at the TDD line 1-866-333-4823 for the hearing and speech impaired and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The department's internet website (www.dmhc.ca.gov) has complaint forms, IMR applications forms and instructions online.
FOR YOUR INFORMATION

Your Rights and Responsibilities as an Anthem Blue Cross Member

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

These are your rights and responsibilities:

You have the right to:

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

- Read all information about your health benefits and ask for help if you have questions.
- Follow all health plan rules and policies.
- Choose any primary care physician, also called a PCP, who is in our network if your health plan requires it.
- Treat all doctors, health care providers, and staff with respect.
- Keep all scheduled appointments. Call your health care provider's office if you may be late or need to cancel.
- Understand your health problems as well as you can and work with your doctors or other health care providers to make a treatment plan that you all agree on.
- Inform your health care providers if you don’t understand any type of care you’re getting or what they want you to do as part of your care plan.
- Follow the health care plan that you have agreed on with your health care providers.
- 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 our Member Services department 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 www.anthem.com/ca and select “Customer Support>Contact Us”, or you may call the Member Services number on your Member ID card.

We want to provide high quality benefits and Member Services to our members. Benefits and coverage for services given under the plan benefit program are governed by the Evidence of Coverage and not by this Member Rights and Responsibilities statement.

If you need more information or would like to contact us, please go to www.anthem.com/ca and select “Customer Support>Contact Us”, or you may call the Member Services number on your ID card.

IDENTITY PROTECTION SERVICES

Identity protection services are available with our Anthem health plans. To learn more about these services, please visit https://anthemcares.allclearid.com/.
ORGAN DONATION

Each year, organ transplantation saves thousands of lives. The success rate for transplantation is rising but there are far more potential recipients than donors. More donations are urgently needed.

Organ donation is a singular opportunity to give the gift of life. Anyone age 18 or older and of sound mind can become a donor when he or she dies. Minors can become donors with parental or guardian consent.

Organ and tissue donations may be used for transplants and medical research. Today it is possible to transplant more than 25 different organs and tissues; this can save the lives of as many as eight people and improve the lives of another 50 people. Your decision to become a donor could someday save or prolong the life of someone you know, perhaps even a close friend or family member.

If you decide to become a donor, please discuss it with your family. Let your physician know your intentions as well. You may register as a donor by obtaining a donor card from the Department of Motor Vehicles. Be sure to sign the donor card and keep it with your driver’s license or identification card. In California, you may also register online at:

www.donatelifecalifornia.org/

While organ donation is a deeply personal decision, please consider making this profoundly meaningful and important gift.

ANTHEM BLUE CROSS WEB SITE

Information specific to your benefits and claims history are available by calling the 800 number on your identification card or on the Anthem Blue Cross web site at www.anthem.com/ca. To access benefit information, claims payment status, benefit maximum status, participating providers or to order an ID card, simply log on to the web site, select “Member”, and click the “Register” button on your first visit to establish a User ID and Password to access the personalized and secure MemberAccess Web site. Once registered, simply click the “Login” button and enter your User ID and Password to access the MemberAccess Web site. Our privacy statement can also be viewed on our website. You may also submit a grievance online or print the Plan Grievance form through the website.
Anthem introduced its Language Assistance Program to provide certain written translation and oral interpretation services to California members with limited English proficiency.

The Language Assistance Program makes it possible for you to access oral interpretation services and certain written materials vital to understanding your health coverage at no additional cost to you and in a timely manner.

Written materials available for translation include grievance and appeal letters, consent forms, claim denial letters, and explanations of benefits. These materials are available in the top 15 languages as determined by state law.

Oral interpretation services are also available in these languages.

In addition, appropriate auxiliary aids and services, including qualified interpreters for individuals with disabilities and information in alternate formats are also available, free of charge and in a timely manner, when those aids and services are necessary to ensure an equal opportunity to participate for individuals with disabilities.

Anthem Blue Cross does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability.

For information on how to file a complaint, please see GRIEVANCE PROCEDURES. To file a discrimination complaint, please see GET HELP IN YOUR LANGUAGE at the end of this certificate.

Requesting a written or oral translation is easy. Just contact Member Services by calling the phone number on your ID card to update your language preference to receive future translated documents or to request interpretation assistance. Anthem Blue Cross also sends/receives TDD/TTY messages at 1-866-333-4823 or by using the National Relay Service through 711.

For more information about the Language Assistance Program visit www.anthem.com/ca.
STATEMENT OF RIGHTS UNDER THE NEWBORNS AND MOTHERS HEALTH PROTECTION ACT

Under federal law, group health plans and health insurance issuers offering group health insurance coverage generally may not restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery or less than 96 hours following a delivery by cesarean section. However the plan or issuer may pay for a shorter stay if the attending physician (e.g., your physician, nurse midwife, or physician assistant), after consultation with the mother, discharges the mother or newborn earlier.

Also, under federal law, plans and issuers may not set the level of benefits or out-of-pocket costs so that any later portion of the 48 hour (or 96 hour) stay is treated in a manner less favorable to the mother or newborn than any earlier portion of the stay.

In addition, a plan or issuer may not, under federal law, require that a physician or other health care provider obtain authorization for prescribing a length of stay of up to 48 hours (or 96 hours). However, to use certain providers or facilities, or to reduce your out-of-pocket costs, you may be required to obtain pre-certification. For information on pre-certification, please call us at the Member Services telephone number listed on your ID card.

STATEMENT OF RIGHTS UNDER THE WOMEN’S HEALTH AND CANCER RIGHTS ACT OF 1998

This plan, as required by the Women’s Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). If you have any questions about this coverage, please call us at the Member Services telephone number listed on your ID card.
Get help in your language
Language Assistance Services

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

IMPORTANT: Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For free help, please call right away at 1-888-254-2721. (TTY/TDD: 711)

Separate from our language assistance program, we make documents available in alternate formats for members with visual impairments. If you need a copy of this document in an alternate format, please call the Member Services telephone number on the back of your ID card.

Spanish
IMPORTANTE: ¿Puede leer esta carta? De lo contrario, podemos hacer que alguien lo ayude a leerla. También puede recibir esta carta escrita en su idioma. Para obtener ayuda gratuita, llame de inmediato al 1-888-254-2721. (TTY/TDD: 711)

Arabic
مهم: هل يمكنك قراءة هذه الرسالة? إذا لم تستطع، فيمكننا الاستعانة بشخص ما ليساعدك على قراءتها. كما يمكنك أيضًا الحصول على هذا الخطاب مكتوبًا بلغتك. للحصول على المساعدة المجانية، يرجى الاتصال فورًا بالرقم 1-888-254-2721 (TTY/TDD: 711).
Please read this letter: If you cannot, we can help you by finding someone who can assist you to read this letter. You may also be able to get this letter in a written version in your language. For free assistance, call immediately: 1-888-254-2721. (TTY/TDD: 711)
Japanese
重要: この書簡を読めますか？もし読めない場合には、内容を理解するための支援を受けることができます。また、この書簡を希望する言語で書いたものを入手することもできます。次の番号にいやすく電話して、無料支援を受けてください。1-888-254-2721 (TTY/TDD: 711)

Khmer
សំខាន់៖ សូមមើលគេសំរេចនេះបានទេ? ម្ននក់ម្នាក់អាចឲ្យម្ននក់ម្នាក់ទុកឈ្មោះនេះដល់អ្នកផងដែរ។ អ្នកក៏អាចឲ្យគេសំរេចនេះនៅក្នុងអ្វីដែលអ្នកជាច្រើនបាន។ សម្រាប់គំនិតក្នុងការស្វែងយល់នេះ សូមទុកឈ្មោះប្រការប្រការ 1-888-254-2721 (TTY/TDD: 711)

Korean
중요: 이 서신을 읽으실 수 있으실니가? 읽으실 수 없을 경우 도움을 드릴 사람이 있습니다. 귀하가 사용하는 언어로 쓰여진 서신을 받으실 수도 있습니다. 무료 도움을 받으시려면 즉시 1-888-254-2721로 전화하시십시오. (TTY/TDD: 711)

Punjabi
ਮਹੱਤਵਪੂਰਣ: ਕੀ ਤੁਸੀਂ ਇਹ ਪੇਸ਼ਕੱਸ਼ ਪੈਦਾ ਕਰਨ ਵਾਲੇ ਹੋ? ਸੇ ਤਰੀਕਾ, ਉਸਾ ਬਿਨਾ ਹੱਦ ਲੋ ਪੈਦਾ ਰੀਹਾ ਹੋਂਦੀ ਪ੍ਰਤੀ ਕਾਰਨ ਅਤੇ ਹੱਦ ਲੋ ਆਪਣੀ ਪ੍ਰਤੀ ਨਕਸਲ ਹੋਣ ਦਾ ਮੁਹੌਤਾ ਇਨ੍ਹਾ ਡਾਇਨਮੀਕ ਕਾਰਨ ਪੁਣਮ ਵਰ ਸੇਵਾ ਕਰਨ ਵਾਲੇ ਹੋ। ਮੁਹੌਤਾ ਹੱਦ ਲੋ ਅਤੇ ਵਿਰਾਜ ਬਹਾਰੀ ਵੇਲਾ ਫੋਨ ਕਰਕੇ 1-888-254-2721 ਤੇ ਕਰ ਲੋ। (TTY/TDD: 711)

Russian
ВАЖНО. Можете ли вы прочитать данное письмо? Если нет, наш специалист поможет вам в этом. Вы также можете получить данное письмо на вашем языке. Для получения бесплатной помощи звоните по номеру 1-888-254-2721. (TTY/TDD: 711)

Tagalog
It's important we treat you fairly

That's why we follow federal civil rights laws in our health programs and activities. We don’t discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn’t English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Mail Drop VA2002-N160, Richmond, VA 23279. Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TTY: 1-800-537-7697) or online at https://ocrportal.hhs.gov/ocr/portal/lobby.jsf. Complaint forms are available at http://www.hhs.gov/ocr/office/file/index.html.