

# Evidence of Coverage

Effective January 1, 2023 – December 31, 2023

## **PERS** *Platinum*

Basic Plan

**Preferred Provider Organization (PPO)**

A Self-Funded Health Plan Administered by the  
CalPERS Board of Administration Under the  
Public Employees' Medical & Hospital Care Act (PEMHCA)

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## BENEFIT AND ADMINISTRATIVE CHANGES

The following is a brief summary of benefit and administrative changes that will take effect January 1, 2023. Be sure to refer to the PERS Platinum Summary of Benefits section beginning on page 8, Maximum Calendar Year Financial Responsibility section beginning on page 22, Medical and Hospital Benefits section beginning on page 34, Utilization Review beginning on page 68, General Provisions section beginning on page 92, Outpatient Prescription Drug Program section beginning on page 98, and Outpatient Prescription Drug Exclusions beginning on page 107, for more information.

- **Maximum Calendar Year Medical Financial Responsibility** - Your Maximum Calendar Year Medical Financial Responsibility for Preferred Provider services has changed to \$7,100 per Member and \$14,200 per family.
- **Hearing Aids** - Hearing aids are covered at 100% in both ears every 36 months when medically necessary to prevent or treat speech and language development delay due to hearing loss.
- **Choosing a Physician/Hospital** - Members must select a PPO Primary Care Physician (PPO PCP) at the time of enrollment.

# CONSOLIDATED APPROPRIATIONS ACT OF 2021 NOTICE

## Consolidated Appropriations Act of 2021 (CAA)

The Consolidated Appropriations Act of 2021 (CAA) is a federal law that includes the No Surprises Billing Act as well as the provider transparency requirements that are described below.

The CAA provisions within this plan apply unless state law or any other provisions within this plan are more advantageous to you.

## Surprise Billing Claims

Surprise Billing Claims are claims that are subject to the No Surprises Billing Act requirements:

- Emergency services provided by non-participating providers;
- Covered services provided by a non-participating provider at a participating provider facility; and
- Non-participating providers air ambulance services.

## No Surprises Billing Act Requirements

### Emergency Services

As required by the CAA, emergency medical conditions are covered under your plan:

- Without the need for pre-certification;
- Whether the provider is a participating provider or non-participating provider;

If the emergency medical conditions you receive are provided by a non-participating provider, Covered services will be processed at the participating provider benefit level.

Note that if you receive emergency services from a non-participating provider, your out-of-pocket costs will be limited to amounts that would apply if the covered services had been furnished by a participating provider. However, non-participating provider cost-shares (i.e., Copayments, Deductibles and/or Coinsurance) will apply to your claim if the treating non-participating provider determines you are stable, meaning you have been provided necessary emergency care such that your condition will not materially worsen and the non-participating provider determines: (i) that you are able to travel to a participating provider facility by non-emergency transport; (ii) the non-participating provider complies with the notice and consent requirement; and (iii) you are in condition to receive the information and provide informed consent. If you continue to receive services from the non-participating provider after you have received notice that you are stabilized, you will be responsible for the non-participating provider cost-shares, and the non-participating provider will also be able to charge you any difference between the maximum allowable amount and the non-participating provider's billed charges. This notice and consent exception does not apply if the covered services furnished by a non-participating provider result from unforeseen and urgent medical needs arising at the time of service.

### Non-Participating Services Provided at a Participating Provider Facility

When you receive covered services from a non-participating provider at a participating provider facility, your claims will be paid at the non-participating provider benefit level if the non-participating provider gives you proper notice of its charges, and you give written consent to such charges. This means you will be responsible for out-of-network cost-shares for those services and the non-participating provider can also charge you any difference between the maximum allowable amount and the non-participating provider's billed charges. This requirement does not apply to ancillary services. Ancillary services are one of the following services: (A) emergency care; (B) anesthesiology; (C) pathology; (D) radiology; (E) neonatology; (F) diagnostic services; (G) assistant surgeons; (I) hospitalists; (J) intensivists; and (K) any services set out by the U.S. Department of Health & Human Services. In addition, Anthem will not apply this notice and consent process to you if Anthem does not have a participating provider in your area who can perform the services you require.

Non-participating providers satisfy the notice and consent requirement as follows:

1. By obtaining your written consent not later than 72 hours prior to the delivery of services; or
2. If the notice and consent is given on the date of the service, if you make an appointment within 72 hours of the services being delivered.

Anthem is required to confirm the list of participating providers in its provider directory every 90 days. If you can show that you received inaccurate information from Anthem that a provider was in-network on a particular claim, then you will only be liable for the participating provider cost shares (i.e., Copayments, Deductibles, and/or Coinsurance) for that claim. Your participating provider cost-shares will be calculated based upon the maximum allowed amount. In addition to your participating provider cost-shares, the non-participating provider can also charge you for the difference between the maximum allowed amount and their billed charges.

#### How Cost-Shares Are Calculated

Your cost shares for emergency care services or for covered services received by a non-participating provider at a participating provider facility, will be calculated using the median plan a participating provider contract rate that we pay participating providers for the geographic area where the covered service is provided. Any out-of-pocket cost shares you pay to a non-participating provider for either emergency services or for covered services provided by a non-participating provider at a participating provider facility will be applied to your Participating Provider Out-of-Pocket Limit.

#### Appeals

If you receive emergency care services from a non-participating provider or covered services from a non-participating provider at a participating provider facility and those services are covered by the No Surprise Billing Act, you have the right to appeal that claim. If your appeal of a Surprise Billing Claim is denied, then you have a right to appeal the adverse decision to an Independent Review Organization as set out in the "Grievance Procedures" section of this Benefit Book.

#### Transparency Requirements

Anthem provides the following information on its website (i.e., [www.anthem.com/ca](http://www.anthem.com/ca)):

- Protections with respect to Surprise Billing Claims by providers;
- Estimates on what non-participating providers may charge for a particular service;
- Information on contacting state and federal agencies in case you believe a provider has violated the No Surprise Billing Act's requirements.

Upon request, Anthem will provide you with a paper copy of the type of information you request from the above list.

Anthem, either through its price comparison tool on [www.anthem.com/ca](http://www.anthem.com/ca) or through Member Services at the phone number on the back of your ID card, will allow you to get:

- Cost sharing information that you would be responsible for, for a service from a specific participating provider;
- A list of all participating providers;
- Cost sharing information on a non-participating provider's services based on Anthem's reasonable estimate based on what Anthem would pay a non-participating provider for the service.

In addition, Anthem will provide access through its website to the following information:

- Participating provider negotiated rates;
- Historical non-participating provider rates; and
- Drug pricing information.

## INTRODUCTION

### Welcome to PERS Platinum!

As a Preferred Provider Organization (PPO) Plan, PERS Platinum allows you to manage your health care through the selection of Physicians, Hospitals, and other Specialists who you determine will best meet your needs. By becoming familiar with your coverage and using it carefully, you will become a wise health care consumer.

Anthem Blue Cross establishes medical policy for PERS Platinum, processes medical claims, and provides the Preferred Provider Network of Physicians, Hospitals, and other health care professionals and facilities. In California, providers participating in the Preferred Provider Network are referred to as “Prudent Buyer Plan Providers.” Anthem Blue Cross also has a relationship with the Blue Cross and Blue Shield Association, which allows you to access the nationwide BlueCard Preferred Provider Network under this Plan.

Anthem Blue Cross' Review Center provides utilization review of hospitalizations, specified services, and Outpatient surgeries to ensure that services are Medically Necessary and efficiently delivered.

24/7 NurseLine provides a toll-free phone line, where registered nurses are available to answer your medical questions 24 hours a day, seven days a week.

Optum Rx® provides Prescription Drug benefit management services for PERS Platinum. These services include administration of the Retail Pharmacy Program and the Home Delivery Program; delivery of specialty pharmacy products such as specialty pharmaceuticals and injectables; clinical pharmacist consultation; and clinical collaboration with your Physician to ensure you receive optimal total healthcare.

Please take the time to familiarize yourself with this booklet. As a PERS Platinum Member, you are responsible for meeting the requirements of the Plan. **Lack of knowledge of, or lack of familiarity with, the information contained in this booklet does not serve as a reason for noncompliance.**

Thank you for joining PERS Platinum!

## CONTACT INFORMATION

### MEMBER SERVICES

For medical claims status, claim forms, identification cards, benefit information, or the latest booklets, call or visit on-line:

Member Services Department  
Anthem Blue Cross

1-877-737-7776

TTY/TDD services are available by dialing 711

website: [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers)

Please mail your correspondence and medical claims for services by Non-Preferred Providers to:

PERS Platinum Health Plan  
Anthem Blue Cross  
P.O. Box 60007  
Los Angeles, CA 90060-0007

If you live or travel outside of California, please see pages 18-20 for more information about the BlueCard Preferred Provider Network.

### UTILIZATION REVIEW SERVICES

To obtain Precertification for hospitalizations and specified services, call:

The Review Center  
Anthem Blue Cross  
1-800-451-6780  
Case Management Triage Line  
1-888-613-1130

### 24/7 NurseLine

You can reach a specially trained registered nurse who can address your health care questions by calling 24/7 NurseLine at 1-800-700-9185. Registered nurses are available to answer your medical questions 24 hours a day, seven days a week. Be prepared to provide your name, the patient's name (if you're not calling for yourself), the Subscriber's identification number, and the patient's phone number.

### PRESCRIPTION DRUG PROGRAM

For information regarding the Retail Pharmacy Program or Home Delivery Program, call or visit on-line:

Optum Rx®  
1-855-505-8110  
(TTY users call 711)  
website: [optumrx.com/calpers](http://optumrx.com/calpers)

For information regarding Protected Health Information:

Optum Rx®  
Privacy Office  
17900 Von Karman  
M/S CA016-0203  
Irvine, California 92614

### ELIGIBILITY AND ENROLLMENT

For information concerning eligibility and enrollment, contact the Health Benefits Officer at your agency (active) or the California Public Employees' Retirement System (CalPERS) Health Account Management Division (retirees). You also may write:

Health Account Management Division  
CalPERS  
P.O. Box 942715  
Sacramento, CA 94229-2715

Or call:

**888 CalPERS** (or **888-225-7377**)  
(916) 795-3240 (TDD)

### ADDRESS CHANGE

**Active Employees:** To report an address change, active Employees should complete and submit the proper form to their employing agency's personnel office.

**Retirees:** To report an address change, retirees may contact CalPERS by phone at **888 CalPERS** (or **888-225-7377**), or on-line at [www.calpers.ca.gov](http://www.calpers.ca.gov), select

#### Forms & Publications Centers

(<https://www.calpers.ca.gov/page/forms-publications>) and print and submit Change of Address Form to:

Health Account Management Division  
CalPERS  
P.O. Box 942715  
Sacramento, CA 94229-2715

### PERS Platinum MEMBERSHIP DEPARTMENT

For direct payment of premiums, contact:

PERS Platinum Membership Department  
Anthem Blue Cross  
P.O. Box 629  
Woodland Hills, CA 91365-0629  
1-877-737-7776

### PERS Platinum WEBSITE

Visit our website at:

[www.calpers.ca.gov](http://www.calpers.ca.gov)

## IMPORTANT INFORMATION

There is no vested right to receive any particular benefit set forth in the Plan. Plan benefits may be modified. Any modified benefit (such as the elimination of a particular benefit or an increase in the Member's Copayment) applies to services or supplies furnished on or after the effective date of the modification.

No person has the right to receive any benefits of this Plan following termination of coverage, except as specifically provided under the Benefits After Termination or Continuation of Group Coverage provisions in this Evidence of Coverage booklet.

Benefits of this Plan are available only for services and supplies furnished during the term the Plan is in effect, and while the benefits you are claiming are actually covered by this Plan. Benefits of this Plan are subject to change and an Addendum or a new Booklet will be issued for viewing and/or distributed to each Member affected by the change. The latest updated Addendum and/or Booklet can be obtained through the website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers), or you can call Member Services at 1-877-737-7776.

Reimbursement may be limited during the term of this Plan as specifically provided under the terms in this booklet. Benefits may be modified or eliminated upon subsequent years' renewals of this Plan. If benefits are modified, the revised benefits (including any reduction in benefits or the elimination of benefits) apply for services or supplies furnished on or after the effective date of modification. There is no vested right to receive the benefits of this Plan.

Claim information can be used by Anthem Blue Cross and Optum Rx® to administer the program.

## 24/7 NurseLine

Your Plan includes a 24-hour nurse assessment service to help you make decisions about your medical care. You can reach a specially trained registered nurse to address your health care questions by calling the 24/7 NurseLine toll free at **1-800-700-9185**. If you are outside of the United States, you should contact the operator in the country you are in to assist you in making the call. Registered nurses are available to answer your medical questions 24 hours a day, seven days a week. Be prepared to provide your name, the patient's name (if you're not calling for yourself), the Subscriber's identification number, and the patient's phone number.

The nurse will ask you some questions to help determine your health care needs.\* Based on the information you provide, the advice may be to:

- Take care of yourself at home. A follow-up phone call may be made to determine how well home self-care is working.
- Schedule a routine appointment within the next two weeks, or an appointment at the earliest time available (within 24 hours), with your Physician. If you do not have a Physician, the nurse will help you select one by providing a list of Physicians who are Preferred Providers in your geographical area.
- Call your Physician for further discussion and assessment.
- Go to the emergency room in a Preferred Provider Hospital.
- Immediately call 911.

In addition to providing a nurse to help you make decisions about your health care, 24/7 NurseLine gives you free unlimited access to its AudioHealth Library, featuring recorded information on more than 100 health care topics. To access the AudioHealth Library, call toll-free 1-800-700-9185 and follow the instructions given.

\* Nurses cannot diagnose problems or recommend specific treatment. They are not a substitute for your Physician's care.

## ConditionCare and Pharmacy Advisor

Your Plan includes ConditionCare to help you better understand and manage specific chronic health conditions and improve your overall quality of life. ConditionCare provides you with current and accurate data about asthma, diabetes, heart disease, and vascular-at-risk conditions plus education to help you better manage and monitor your condition. ConditionCare also provides depression screening.

You may be identified for participation through paid claims history, hospital discharge reports, Physician referral, or Case Management, or you may request to participate by calling ConditionCare toll free at **1-800-522-5560**. Participation is voluntary and confidential. These programs are available at no cost to you. Once identified as a potential participant, a ConditionCare representative will contact you. If you choose to participate, a program to meet your specific needs will be designed. A team of Health Professionals will work with you to assess your individual needs, identify lifestyle issues, and support behavioral changes that can help resolve these issues. Your program may include:

- Mailing of educational materials outlining positive steps you can take to improve your health; and/or
- Phone calls from a nurse or other Health Professional to coach you through self-management of your condition and to answer questions.

ConditionCare offers you assistance and support in improving your overall health. It is not a substitute for your Physician's care.

### Optum Rx<sup>®</sup> Medication Adherence Program

Adherence to Medication therapy is vital for treatment if you have a chronic condition or disease. Optum Rx<sup>®</sup> will reach out to you, your Physician and/or pharmacists to help manage your medical condition. If a Prescription has not been refilled, Optum Rx<sup>®</sup> may contact you and your Physician by phone, letter or fax. Optum Rx<sup>®</sup> may also work with you and your local pharmacist to dispense the needed Prescription.

Optum Rx<sup>®</sup> pharmacists are available 24 hours a day to answer any Medication questions you may have. They strive to make adherence as easy as possible for you by providing frequent reminders through phone calls, text messaging and information provided on the Member website.

## LANGUAGE ASSISTANCE PROGRAM

Anthem introduced its Language Assistance Program to provide certain written translation and oral interpretation services to 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 15 languages, which include Spanish, Chinese, and Tagalog.

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.

To request a written or oral translation, please contact Anthem Blue Cross Member Services Department at 1-877-737-7776 to update your language preference to receive future translated documents or to request interpretation assistance.

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

## PERS Platinum SUMMARY OF BENEFITS

The following chart is only a summary of benefits under your PERS Platinum Plan. It does not include all the benefits covered under the Plan. Please refer to the Maximum Calendar Year Financial Responsibility section beginning on page 22 for an explanation of your financial responsibilities. Also, please refer to the Medical and Hospital Benefits section beginning on page 34 and the Outpatient Prescription Drug Program section beginning on page 98 for specific information regarding all benefits covered under the Plan. Services and supplies that are not covered under the Plan are listed under Benefit Limitations, Exceptions and Exclusions beginning on page 76 and Outpatient Prescription Drug Exclusions beginning on page 107. It will be to your benefit to familiarize yourself with the rest of this booklet before you need services so that you will understand your responsibilities for meeting Plan requirements. Deductibles, Copayments and Coinsurance applied to any other CalPERS-sponsored health plan will not apply to PERS Platinum and vice versa. **Lack of knowledge of, or lack of familiarity with, this information does not serve as a reason for noncompliance.**

**Calendar Year Deductible**

For each Plan Member ..... **\$500**  
 For each family ..... **\$1,000**  
 (See page 22 for services not subject to the Deductible.)

**Maximum Calendar Year Coinsurance Responsibility for Preferred Provider (PPO) Services**

For each Plan Member ..... **\$2,000**  
 For each family ..... **\$4,000**

**Hospital Admission**

**Deductible ..... \$250 per admission**

**Emergency Room Deductible ..... \$50 per visit**

Emergency Room Deductible does not count toward and is independent of your Calendar Year Deductible. However, it does count toward your Maximum Calendar Year Medical Financial Responsibility. (Emergency Room Deductible does not apply if you are admitted to a Hospital for Outpatient medical observation or on an Inpatient basis immediately following emergency room treatment.)

## ELIGIBILITY AND ENROLLMENT

### Eligibility and Enrollment

Information pertaining to eligibility, enrollment, and termination of coverage, can be obtained through the CalPERS website at [www.calpers.ca.gov](http://www.calpers.ca.gov), or by calling CalPERS. Also, please refer to the CalPERS Health Program Guide for additional information about eligibility. Your coverage begins on the date established by CalPERS.

It is your responsibility to stay informed about your coverage. For an explanation of specific enrollment and eligibility criteria, for active Members please consult your Health Benefits Officer, for retired Members, the CalPERS Health Account Management Division at:

CalPERS  
Health Account Management Division  
P.O. Box 942715  
Sacramento, CA 94229-2715

or call:

**888 CalPERS** (or 888-225-7377)  
(916) 795-3240 (TDD)

#### Live/Work

If you are an active Employee or a working CalPERS Annuitant, you may enroll in the Plan using either your residential or work ZIP Code. When you become an Annuitant and are no longer working for any Employer, you must select a health plan using your residential ZIP Code.

When you use your work ZIP Code, all enrolled dependents must receive all covered services (except emergency and Urgent Care) within the Plan's service area, even if they do not reside in that area.

#### Connect with Us Using Our Mobile App

As soon as you enroll in this plan, you should download our mobile app. You can find details on how to do this on our website, [www.anthem.com/ca](http://www.anthem.com/ca).

Our goal is to make it easy for you to find answers to your questions. You can contact us on our website, [www.anthem.com/ca](http://www.anthem.com/ca).

## MONTHLY RATES

### State Employees and Annuitants

Type of Enrollment	Enrollment Code	Cost
Insured Only	2781	\$1,083.89
Insured and One Dependent	2782	\$2,167.78
Insured and Two or More Dependents	2783	\$2,818.11

The rates shown above are effective January 1, 2023, and will be reduced by the amount the State of California contributes toward the cost of your health benefits plan. These contribution amounts are subject to change. Any such change will be accomplished by the State Controller or affected retirement system without action on your part. For current contract information, contact your employing agency's or retirement system's Health Benefits Officer.

**Rate Change.** The CalPERS Board of Administration reserves the right to change the rates set forth above, in its sole discretion, upon 60 days' written notice to Plan Subscribers.

## MONTHLY RATES

### Public Agency Employees and Annuitants

**Region 1.** Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, San Mateo, San Francisco, San Joaquin, Sutter, Tehama, Trinity, Tuolumne, Yolo and Yuba.

Type of Enrollment	Enrollment Code	Cost
Insured Only	3251	\$1,200.12
Insured and One Dependent	3252	\$2,400.24
Insured and Two or More Dependents	3253	\$3,120.31

**Region 2.** Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare and Ventura.

Type of Enrollment	Enrollment Code	Cost
Insured Only	3281	\$1,014.80
Insured and One Dependent	3282	\$2,029.60
Insured and Two or More Dependents	3283	\$2,638.48

**Region 3.** Los Angeles, Riverside, and San Bernardino.

Type of Enrollment	Enrollment Code	Cost
Insured Only	3261	\$992.59
Insured and One Dependent	3262	\$1,985.18
Insured and Two or More Dependents	3263	\$2,580.73

**Out-of-California.** All other states.

Type of Enrollment	Enrollment Code	Cost
Insured Only	3291	\$1,003.90
Insured and One Dependent	3292	\$2,007.80
Insured and Two or More Dependents	3293	\$2,610.14

The rates shown above are effective January 1, 2023, and will be reduced by the amount your public agency contributes toward the cost of your health benefits plan. This amount varies among public agencies. For assistance in calculating your net cost, contact your employing agency's or your retirement system's Health Benefits Officer.

**Rate Change.** The CalPERS Board of Administration reserves the right to change the rates set forth above, in its sole discretion, upon 60 days' written notice to Plan Subscribers.

## **PERS PLATINUM IDENTIFICATION CARD**

Following enrollment in PERS Platinum, you will receive a PERS Platinum ID card. To receive medical services and Prescription Drug benefits as described in the Plan, please present your ID Card to each provider of service. If you need a replacement card or a card for a Family Member, call the Anthem Blue Cross Member Services Department at 1-877-737-7776.

Possession of a PERS Platinum ID card confers no right to services or other benefits of this Plan. To be entitled to services or benefits, the holder of the card must be a Plan Member on whose behalf premiums have actually been paid, and the services and benefits must actually be covered and/or preauthorized as appropriate.

If you allow the use of your ID card (whether intentionally or negligently) by an unauthorized individual, you will be responsible for all charges incurred for services received. Any other person receiving services or other benefits to which he or she is not entitled, without your consent or knowledge, is responsible for all charges incurred for such services or benefits.

## CHOOSING A PHYSICIAN/HOSPITAL

Your Copayment or Coinsurance responsibility will be lower and claims submission easier if you choose Preferred Providers for your health care. (For more information, refer to the Maximum Calendar Year Medical and Pharmacy Financial Responsibility section on pages 22-24 and Payment and Member Copayment And Coinsurance Responsibility section beginning on page 25.) To receive the highest level of benefits available under this Plan, make sure the providers you are using are Preferred Providers.

### *In California*

The Preferred Provider Network available to PERS Platinum Members in California is called the Prudent Buyer Plan Network. Anthem Blue Cross has contracted with three out of four eligible doctors in California to participate in the Prudent Buyer Plan Network. This extensive network includes over 66,704 Physicians, 427 Hospitals, and over 633 Ambulatory Surgery Centers, in addition to many other types of providers.

To make sure you are using a “Prudent Buyer Plan Provider”, do the following:

1. Ask your Physician or provider if he or she is a “Prudent Buyer Plan Provider” and request their tax identification number (TIN).
2. Call Member Services at 1-877-737-7776 to verify that the provider you want to use is a “Prudent Buyer Plan Provider” at the location where services are rendered along with the TIN used for billing purposes.
3. Visit the website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers).
4. Request a Prudent Buyer Plan Directory by calling 1-877-737-7776.

For information about Preferred Providers outside of California, see Out-Of-State/Out-Of-Country BlueCard Program on pages 18-20.

**Changes frequently occur after the directories are published; therefore, it is your responsibility to verify that the provider you choose is still a Preferred Provider and that any providers you are referred to are also Preferred Providers. Check the Anthem Blue Cross website, [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers), and call Member Services at 1-877-737-7776 one week prior to your visit or procedure to confirm that the provider is a Preferred Provider.**

### FINDING A PROVIDER ON-LINE

To find a Preferred Provider online, visit the website, [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers). Click on “Find a Doctor”. Select the Plan you have enrolled in or if you are looking for a provider outside of California, click on “BlueCard PPO”. In the Provider Finder window, please select a “Provider Type” using the drop down menu. Depending on the type of provider you choose, the site may ask you to select a specialty. Please pick a specialty or a specialty closest to what you need or you may leave the selection as “No Preference” for a broader search range, then click “Next”. In this window, you may either find a provider closest to your address or find a provider within the selected county. Once you’ve filled out the address or county, if you want, you may fine-tune your search by clicking on “Refine Search”. Once you’ve made your choices, click on “View Results” and a list of Preferred Providers will be provided. In the Search Results window you have the option to either sort results by different fields or jump to pages sorted alphabetically by the Physician’s last name in the drop down menus. If you click on a provider name, it will show you the provider’s information in detail as well as a map of the driving directions for that provider.

## CHOOSING A PHYSICIAN/HOSPITAL

### SELECTING A PPO PRIMARY CARE PHYSICIAN

To ensure access to services, each Member must select a PPO Primary Care Physician (PPO PCP). It is recommended the PPO PCP selected be located sufficiently close to the Member's home or work address to ensure reasonable access to care. If you do not select a PPO PCP at the time of enrollment, the Plan will designate a PPO PCP for you and you will be notified of the name of the designated PPO PCP. This designation will remain in effect until you notify the Plan of your selection of a different PPO PCP. You have the ability to change your PPO PCP at any time.

The Plan allows the designation of a PPO Primary Care Physician (PPO PCP). You have the right to designate any PPO PCP who participates in the "PPO Preferred Provider" network and who is available to accept you or your family Members. For information on how to select a PPO PCP, and for a list of PPO PCPs, contact Member Services at 1-877-737-7776 or refer to the website [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) and log in and select the **Profile** tab or choose **Profile** in the upper right-hand corner. Choose **Primary Care Physician (PCP)**. For children, you may designate a pediatrician as the PPO PCP.

A PPO Primary Care Physician (PPO PCP) is a clinician who is the central point of contact for members. A PPO PCP provides members with a long-term source of comprehensive care that also coordinates a range of health care services. This clinician helps members access the proper channels of health care such as finding the right specialist.

For PPO members, referrals are still not required to see a specialist. PPO members can still go to any provider in or outside of their network. PCP members are not required to see their PCP. PPO members can change their PPO PCP at any time.

## ACCESSING SERVICES

### Emergency Services

If you need emergency care, call your Physician or go to the nearest facility that can provide emergency care. Each time you visit a Hospital's emergency room for Emergency Care Services you will be responsible for paying a separate **\$50** Emergency Room Deductible that will be subtracted from your covered charges. However, this Deductible will not apply if you are admitted to a Hospital either for Outpatient medical observation or on an Inpatient basis immediately following emergency room treatment. This Deductible does not apply to the Calendar Year Deductible. It does apply to the Maximum Calendar Year Medical Financial Responsibility.

If you are admitted to a Hospital following emergency room treatment, make sure that you, a Family Member, or a friend contact the Review Center at 1-800-451-6780 within 24 hours or by the end of the first business day following an Inpatient admission, whichever is later. Failure to notify the Review Center within the specified time frame may result in increased Coinsurance responsibility.

### Non-Emergency Services

Before receiving non-emergency services, be sure to discuss the services and treatment thoroughly with your Physician and other provider(s) to ensure that you understand the services you are going to receive. Then refer to the Medical and Hospital Benefits section beginning on page 34 and the Benefit Limitations, Exceptions and Exclusions section beginning on page 76 to make sure the proposed services are covered benefits of this Plan. If you are still not sure whether the recommended services are benefits of this Plan, please refer to the inside front cover of this booklet for the appropriate number to call for assistance.

If Precertification by the Review Center is required, please refer to page 68 and remember to call the Review Center before services are provided to avoid increased Coinsurance responsibility on your part. **Do not assume the Review Center has been contacted — confirm with the Review Center yourself.**

### Urgent Care Services

If you need Urgent Care (defined on page 122), call your Physician. If treatment cannot reasonably be postponed until the earliest appointment time available with your Physician, but your illness, injury or condition is not severe enough to require emergency care, Urgent Care can be obtained from any Physician. However, your financial expenses will be lower when covered services are provided by a Physician who is a Preferred Provider in the urgent care network. Services received from a Physician participating in the urgent care network will, in most cases, save you money as compared to receiving the same services at a Hospital emergency room. Visit the Anthem Blue Cross website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) or call 1-877-737-7776 to obtain a listing of Preferred Providers in the urgent care network. Refer to page 56 for information on benefits for Physician services related to Urgent Care.

### Medical Services

When you need health care, simply present your PERS Platinum ID card to your Physician, hospital, or other licensed health care provider. Remember, your Copayment or Coinsurance responsibility will be lower if you choose a Preferred Provider.

Refer to page 16 for information on filing a medical claim.

### Care After Hours

If you need care after your Physician's normal office hours and you do not have an emergency medical condition or need Urgent Care, please call your Physician's office for instructions.

## ANTHEM BLUE CROSS

Anthem Blue Cross works with an extensive network of “Preferred Providers” throughout California. These providers participate in a preferred provider organization program (PPO), called the Prudent Buyer Plan. They have agreed to accept payment amounts set by Anthem Blue Cross for their services. These “Allowable Amounts” are usually lower than what other Physicians and hospitals charge for their services, so your portion of the charges, or your Copayment or Coinsurance, will also be lower.

The Plan’s Preferred Provider Network also includes BlueCard Program participating providers for Members who live or are traveling outside California. The Blue Cross and Blue Shield Association, of which Anthem Blue Cross is a member/Independent Licensee, administers a program (called the “BlueCard Program”) which allows Members to have the reciprocal use of participating providers contracted under other states’ Blue Cross and/or Blue Shield Plans. BlueCard Program participating providers are located throughout the United States. Preferred Providers (BlueCard Program participating providers) have agreed to accept Allowable Amounts set by their local Blue Cross and/or Blue Shield Plan as payment for covered services. See pages 18-20 for further description of how the BlueCard Program works.

When you need health care, simply present your PERS Platinum ID card to your Physician, hospital, or other licensed health care provider. Choosing Preferred Providers for your health care allows you to take advantage of the highest level of reimbursement. Prior to receiving services you should verify that the provider is a Preferred Provider, in case there have been any changes since your Preferred Provider directory was published.

Preferred Providers have agreed to accept the Plan’s payment, plus applicable Member Deductibles and Copayments/Coinsurance, as payment in full for covered services. When you receive covered services from a Preferred Provider, the provider will be paid directly. This means you have no further financial responsibility, except for any Deductibles or Coinsurance that may apply, and therefore no claim forms to file.

If you go to a Non-Preferred Provider, payment for services may be substantially less than the amount billed. In addition to your Deductible and Coinsurance, you are responsible for any difference between the Allowable Amount and the amount billed by the Non-Preferred Provider. You will need to submit a claim if you receive care from a Non-Preferred Provider.

### Claims Submission

You will be reimbursed directly by PERS Platinum for covered services rendered by a Non-Preferred Provider. Also, Non-Preferred Providers and Other Providers of service may be paid directly when you assign benefits in writing. Hospital charges are generally paid directly to the hospital.

Claims for payment must be submitted to Anthem Blue Cross within 90 days after the date of the medical service, if reasonably possible, but in no event, except for the absence of legal capacity, may claims be submitted later than 15 months from the date of service or payment will be denied.

#### Each claim submission must contain the following:

Subscriber’s name	Date(s) of service
Subscriber ID / Member number	Diagnosis
Group number	Type(s) of service
Patient’s name	Provider’s name & tax ID number
Patient’s date of birth	Amount charged for each service
Patient’s date of injury/illness or onset of illness or pregnancy	Patient’s other insurance information
	For Members with Medicare — the Medicare ID number & the Medicare effective date

In addition, a copy of the provider’s billing (showing the services rendered, dates of treatment, patient’s name, relationship to the Plan Member, and provider’s signature or ID number) must be included. Your PERS Platinum ID card has your Member and group numbers on it.

See the first page of this booklet, under Contact Information, for information on obtaining and submitting claim forms.

## SERVICE AREAS

**This section applies ONLY to Members who live or work in one of the qualifying Out-of-Area Zip Codes listed below.**

PERS Platinum has established geographic service areas to determine the percentage of reimbursement for covered medical and Hospital services. The benefits available through PERS Platinum depend on whether you and your family use Preferred Providers, and whether you are in-area or Out-of-Area. To determine if your provider is in-area or Out-of-Area, contact Member Services at 1-877-737-7776. Reimbursement for covered services also depends on whether you are in-area or Out-of-Area.

If you must travel more than 50 miles from your home or work to the nearest Preferred Provider, you are considered to be outside the PERS Platinum service area ("Out-of-Area"). Out-of-Area medical and Hospital services, including services received in a foreign country for urgent or emergent care, are reimbursed at the Preferred Provider (PPO) level, based on Anthem Blue Cross' Allowable Amounts.

**If your address of record indicates that you live or work within a PERS Platinum service area (in-area) but you choose to receive services Out-of-Area (outside a 50-mile radius from your home or workplace) by a Non-Preferred Provider, benefits will be reimbursed at the Non-Preferred Provider level.**

### ***In California***

Using the explained above, the following California ZIP Codes will be considered qualifying "Out-of-Area" zip codes for reimbursement of covered medical and Hospital services.

<b>COUNTIES</b>	<b>ZIP CODES</b>
Humboldt	95556
Inyo	92328, 92384, 92389, 93513 93514, 93515, 93522, 93526 93530, 93545, 93549
Modoc	96108
Mono	93512, 93517, 93529, 93541 93546, 96107, 96133
Riverside	92239
San Bernardino	92242, 92267, 92280, 92309 92319, 92323, 92332, 92364 92366, 93562
Siskiyou	95568, 96023, 96039, 96058 96086, 96134

### ***Outside California***

Although there are Preferred Providers available in 41 Blue Cross and/or Blue Shield Plans across the country, there are a few areas in the United States that do not have Preferred Providers located within a PERS Platinum service area. Members in those areas shall be considered "Out-of-Area."

To find out if you are considered Out-of-Area, please call Member Services at 1-877-737-7776.

## OUT-OF-STATE/OUT-OF-COUNTRY BLUECARD PROGRAM

### What Is BlueCard?

BlueCard is a national program that allows PERS Platinum Basic Plan Members access to Blue Cross and/or Blue Shield Preferred Providers currently in 41 Blue Cross and/or Blue Shield Plans across the country. The BlueCard Program is administered by the national Blue Cross and Blue Shield Association, of which Anthem Blue Cross is a member/Independent Licensee.

### Understanding BlueCard

Anthem Blue Cross has a relationship with the Blue Cross and Blue Shield Association which administers the BlueCard Program. The BlueCard Program allows PERS Platinum Members who live or are traveling outside California and require medical care or treatment to use local Blue Cross and/or Blue Shield Plan participating providers throughout the United States.

Through the BlueCard Program, you have access to more than 550,000 Physicians and over 61,000 Hospitals nationwide participating in the Blue Cross and/or Blue Shield network of Preferred Providers.

To locate a Blue Cross or Blue Shield Plan participating provider, you may:

- Call the toll-free BlueCard Provider Access number at 1-800-810-BLUE (1-800-810-2583).
- Ask your Physician or provider if he or she participates in the local Blue Cross and/or Blue Shield Plan.
- Access the Blue National Doctor and Hospital Finder using the Find a Doctor or Hospital link on the Blue Cross and Blue Shield Association website at [www.bcbs.com](http://www.bcbs.com).
- Request a Preferred Provider Directory by calling 1-877-PERS-PPO (1-877-737-7776).

### Who Has BlueCard Program Preferred Provider Access?

All Members with PERS Platinum Basic Plan coverage have BlueCard Program Preferred Provider access. BlueCard Program Preferred Providers will identify you as a BlueCard Member by the small black suitcase logo containing the letters "PPO" on the front of your ID card. (The suitcase logo does not appear on Alabama Members' ID cards due to state restrictions.)

### When May I Access BlueCard Program Preferred Providers?

Members may access BlueCard Program Preferred Providers anytime. California Members may use local Blue Cross and/or Blue Shield Plan participating providers when needing medical care or treatment outside of California. Out-of-state Members may use participating providers that contract with other Blue Cross and/or Blue Shield Plans when needing medical care or treatment outside of the state or service area covered by their local Blue Cross and/or Blue Shield Plan.

### How Do I Use BlueCard?

You can locate the names and phone numbers of Preferred Providers in the area that can provide you care or, if you need to inquire whether the Physician or facility you are planning to use is a Preferred Provider, use the resources as explained above under Understanding BlueCard. When you present your PERS Platinum ID card to a BlueCard Preferred Provider, the provider verifies your membership and coverage by calling the Member Services number printed on the front of your ID card.

When you get covered health care services through the BlueCard Program, the amount you pay for covered services is calculated on the lower of the:

- The Billed Charges for your covered services; or
- The negotiated price that the local Blue Cross and/or Blue Shield Plan passes on.

## OUT-OF-STATE/OUT-OF-COUNTRY BLUECARD PROGRAM

This “negotiated price” is calculated in one of three ways: 1) a simple discount that reflects the actual price the local Blue Cross and/or Blue Shield Plan pays; 2) an estimated price that takes into account special arrangements with the provider or a provider group that include settlements, withholds, non-claims transactions and other types of variable payments; and 3) an average price, based on a discount that results in expected average savings after taking into account the same special arrangements used to obtain an estimated price. Average prices tend to vary more from actual prices than estimated prices.

Negotiated prices may be adjusted going forward to correct for over- or underestimation of past prices. However, the amount you pay is considered a final price.

Laws in a small number of states may require the local Blue Cross and/or Blue Shield Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, your liability for any covered health care services would then be calculated according to the applicable state statute in effect when you received care.

### How Does BlueCard Program Claim Filing Work?

The BlueCard Program Preferred Provider will file your claim with the local Blue Cross and/or Blue Shield Plan. The local Blue Cross and/or Blue Shield Plan transmits the claim electronically to Anthem Blue Cross. Anthem Blue Cross applies PERS Platinum benefits, electronically transmits the approved payment amount back to the provider's local Blue Cross and/or Blue Shield Plan, and then sends you an Explanation of Benefits (EOB). The local plan sends payment and an EOB to the provider. If Non-Preferred Providers are used, the Member or provider needs to submit the claim to Anthem Blue Cross. See page 16 for additional information on claims submission.

### What If I Use Out-of-Network Providers?

Benefits are paid at the Non-Preferred Provider reimbursement level unless:

- You require Emergency Care Services.
- There are no Preferred Providers available. Call 1-800-810-BLUE (1-800-810-2583) to verify whether there are any Preferred Providers available to you BEFORE you receive services.
- You live outside California and are considered an "Out-of-Area" Member.

Members and/or out-of-network providers must submit claims for services delivered by out-of-network providers directly to the local Blue Cross and/or Blue Shield Plan, using a claim form.

For more information, please see the Payment and Member Copayment And Coinsurance Responsibility section beginning on page 25.

### What Is BlueCross BlueShield Global Core And How Does It Work?

The BlueCross BlueShield Global Core Program assists you in finding Hospitals available to you in major international travel destinations. When you need Inpatient Hospital care outside the United States, simply present your PERS Platinum ID card at a participating Hospital. The Hospital will send a claim to Anthem Blue Cross and will charge you only the appropriate Copayment/Coinsurance or Deductible amounts. You may obtain a brochure containing further information, including how to locate participating Hospitals, by calling the Member Services telephone number printed on the front of your ID card. You may also call the BlueCross BlueShield Global Core Service Center at 1-800-810-BLUE (1-800-810-2583) or access the BlueCross BlueShield Global Core website at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com) or the GeoBlue website at [www.geo-blue.com](http://www.geo-blue.com) to locate a participating Hospital in the country you are visiting. Claims will be accepted for U.S. residents who are traveling in foreign countries for urgent or emergent care only. Claims for elective procedures will not be reimbursed. Members who permanently reside in foreign countries may submit claims for routine, elective procedures, urgent and emergent care to Anthem Blue Cross. See Submitting Foreign Claims on the next page for information on foreign claims submission.

## OUT-OF-STATE/OUT-OF-COUNTRY BLUECARD PROGRAM

### Submitting Foreign Claims

**Foreign Medical Claims:** The benefits of this Plan are provided anywhere in the world. With the exception of services provided by a Hospital participating in the BlueCross BlueShield Global Core Network (see previous page), if you are traveling or reside in a foreign country and need medical care, **you may have to pay the bill and then be reimbursed.** You should ask the provider for an itemized bill (written in English).

#### Members Who Are Traveling Out-of-Country

Claims will be accepted for U.S. residents who are traveling in foreign countries for Urgent Care or Emergency Care Services only. Claims for elective procedures will not be reimbursed. If you receive Urgent Care or Emergency Care Services, you must complete a claim form, which can be found on the BlueCross BlueShield Global Core Web site at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). The completed claim form and supporting information must then be submitted directly to **Anthem Blue Cross at P.O. Box 60007, Los Angeles, CA 90060-0007.** (See page 16 for information to be included with your claim submission.)

#### Members Who Reside Out-of-Country

When you receive covered services while residing out-of-country, you must complete a claim form, which can be found on the BlueCross BlueShield Global Core website at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). The completed claim form and supporting information must then be submitted directly to **Anthem Blue Cross at P.O. Box 60007, Los Angeles, CA 90060-0007** or to Global Core's address located on the claim form.

#### How Foreign Claims Are Processed For Payment

Members traveling or residing outside the United States shall be considered "Out-of-Area." Covered services for these Members will be reimbursed at the higher Preferred Provider benefit level based on Anthem Blue Cross' Allowable Amounts. Please note, in addition to your Deductible and Coinsurance, you may be required to pay for charges which are in excess of the Allowable Amount.

## MEDICAL NECESSITY

The benefits of this Plan are provided only for those services that are determined to be Medically Necessary; however, even Medically Necessary services are subject to the Benefit Limitations, Exceptions And Exclusions section starting on page 76.

"Medically Necessary" services are procedures, treatments, supplies, devices, equipment, facilities or Drugs (all services) that a qualified Health Professional (as defined on page 115), exercising prudent clinical judgment, would provide to a covered individual for the purpose of preventing, evaluating, diagnosing or treating an illness, injury or disease or its symptoms, and that are:

- in accordance with generally accepted standards of medical practice (i.e., standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, national Physician specialty society recommendations and the views of medical practitioners practicing in relevant clinical areas and any other relevant factors); and
- clinically appropriate in terms of type, frequency, extent, site and duration and considered effective for the covered individual's illness, injury or disease; and
- not primarily for the convenience of the covered individual, Physician or other health care provider; and
- not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that covered individual's illness, injury or disease.

**The fact that a provider may prescribe, order, recommend or approve a service, supply, or hospitalization does not in itself make it Medically Necessary.** The Plan reviews services to assure that they meet the Medical Necessity criteria above. The Plan's review processes are consistent with processes found in other managed care environments and are consistent with the Plan's medical and Pharmacy policies. A service may be determined not to be Medically Necessary even though it may be considered beneficial to the patient.

Inpatient Hospital services or supplies which are generally not considered Medically Necessary include, but are not limited to, hospitalization:

1. for diagnostic studies or Rehabilitative Care that could have been provided on an Outpatient basis or in a nursing facility;
2. for medical observation or evaluation;
3. to remove the patient from his or her customary work and/or home for rest, relaxation, personal comfort, or environmental change (e.g., see definition of Custodial Care on page 114); or
4. for preoperative work-up the night before surgery.

Similarly, nursing facility services or Outpatient services may not always be considered Medically Necessary.

### Claims Review

PERS Platinum reserves the right to review all claims and medical records to determine whether services, procedures, equipment and supplies are Medically Necessary and efficiently delivered, and whether any exclusions or limitations apply. In the event an error is discovered during claims review, payment may be retracted.

## MAXIMUM CALENDAR YEAR FINANCIAL RESPONSIBILITY

### Maximum Calendar Year Medical and Pharmacy Financial Responsibility

There is a Maximum Calendar Year Financial Responsibility broken down into a maximum medical responsibility and maximum Pharmacy responsibility. The maximum medical responsibility (\$7,100 per Member and \$14,200 per family), in general, is accumulated by the Calendar Year Deductible, Coinsurance, and Copayments, for services provided by Preferred Providers. The maximum Pharmacy responsibility (\$2,000 per Member and \$4,000 per family) is accumulated by covered Prescription Copayments.

### Calendar Year Deductible

Charges incurred while covered by any other CalPERS-sponsored health benefits plan for services received prior to the effective date of enrollment in PERS Platinum are not transferable to PERS Platinum, and Deductibles under any other such plan will not apply toward the Calendar Year Deductible for PERS Platinum.

After the Calendar Year Deductible and any other applicable Deductible are satisfied, payment will be provided for covered services. The Calendar Year Deductible, however, does not apply to some services (see the list below). The Deductible must be made up of charges for services covered by the Plan in the Calendar Year in which the services are provided. The Calendar Year Deductible applies separately to each Plan Member and is accumulated in the order in which claims processing has been completed.

The Calendar Year Deductible is **\$500** for each Plan Member, and **\$1,000** per family. It applies toward the Maximum Calendar Year Medical Financial Responsibility.

Charges will be applied to the Deductible beginning on January 1, 2023, and will extend through December 31, 2023. Some services, however, are not subject to the Deductible.

The Calendar Year Deductible does NOT apply to the following:

- Physician office, Outpatient Hospital and Urgent Care visits, and consultations provided by Preferred Providers.
- Physician office visits provided by Preferred Providers in a Retail Health Clinic.
- Diabetes self-management education program services received from Preferred Providers.
- Inpatient Hospital facility charges, including Alternative Birthing Centers.
- Immunizations received from Preferred Providers.
- Preventive Care Services received from Preferred Providers.
- Childbirth classes.
- Smoking cessation programs.
- Online Visits provided by Preferred Providers.
- Chiropractic care and acupuncture services provided by Preferred Providers.

*NOTE:* Other services received in conjunction with any of the services listed above ARE subject to the Deductible. Also, services listed above received from Non-Preferred Providers ARE subject to the Deductible.

### Hospital Admission Deductible

Each time you are admitted to a Hospital on an Inpatient basis, you are responsible for paying a separate **\$250** hospital admission Deductible. This Deductible does not apply to the Calendar Year Deductible. It does apply to the Maximum Calendar Year Medical Financial Responsibility.

## MAXIMUM CALENDAR YEAR FINANCIAL RESPONSIBILITY

### Emergency Room Deductible

Each time you visit a Hospital's emergency room for Emergency Care Services you will be responsible for paying a separate **\$50** emergency room Deductible that will be subtracted from your covered charges. However, this Deductible will not apply if you are admitted to a Hospital either for Outpatient medical observation or on an Inpatient basis immediately following emergency room treatment. This Deductible does not apply to the Calendar Year Deductible. However, it does apply to the Maximum Calendar Year Medical Financial Responsibility.

### Maximum Calendar Year Coinsurance Responsibility

When covered medical services are received from a Preferred Provider, or if you live and receive covered medical services outside a Preferred Provider area, your maximum Calendar Year Coinsurance responsibility is two thousand dollars (\$2,000) per Plan Member, not to exceed four thousand dollars (\$4,000) per family. In most circumstances, once you incur expenses equal to those amounts, you will no longer be required to pay a Coinsurance for the remainder of that year provided you receive covered medical services from a Preferred Provider or if you live and received covered services outside a Preferred Provider area. You do, however, remain responsible for costs in excess of any specified Plan maximums and for services or supplies which are not covered under this Plan.

Your maximum Calendar Year Coinsurance responsibility does not apply to covered services you receive from Non-Preferred Providers, whether referred by a Preferred Provider or not, if you live within a Preferred Provider area.\* Remember, there is no maximum Coinsurance financial responsibility per Calendar Year if you use Non-Preferred Providers, and you will be responsible for any charges that exceed the Allowable Amount.

\*Exceptions:

- Covered medical services received from Non-Preferred Providers will apply toward the maximum Coinsurance amount if (1) you cannot access a Preferred Provider who practices the appropriate specialty, provides the required services or has the necessary facilities within a 50-mile radius of your residence and you obtain an Authorized Referral, or (2) your claim is reprocessed to provide benefits at the higher Preferred Provider reimbursement level. Once the maximum Calendar Year Coinsurance responsibility is met, you will no longer be required to pay any applicable Coinsurance for such services, but remain responsible for costs in excess of the Allowable Amount and for services or supplies not covered under this Plan.
- Emergency Care Services provided by Non-Preferred Providers will apply toward the maximum Calendar Year Coinsurance responsibility. Once the maximum Calendar Year Coinsurance amount is met, you will no longer be required to pay any applicable Coinsurance for such services, but remain responsible for costs in excess of the Allowable Amount and for services or supplies not covered under this Plan.

**The following are not included in calculating your maximum Calendar Year Coinsurance responsibility. You will continue to be responsible for these charges even after you have reached the Calendar Year Coinsurance or Maximum Calendar Year Medical Financial Responsibility:**

- Coinsurance to Non-Preferred Providers if you live within a Preferred Provider area.
- Coinsurance for childbirth classes.
- Smoking cessation programs.
- Sanctions for non-compliance with utilization review.
- Charges for services which are not covered.
- Charges in excess of stated benefit maximums.
- Charges by Non-Preferred Providers in excess of the Allowable Amount.

## MAXIMUM CALENDAR YEAR FINANCIAL RESPONSIBILITY

### Maximum Calendar Year Pharmacy Financial Responsibility

When you receive covered Prescription services, your Copayments are applied toward the Maximum Calendar Year Pharmacy Financial Responsibility of \$2,000 per Plan Member, and \$4,000 per family. Once you incur expenses equal to those amounts, you will no longer be required to pay an additional Copayment for the remainder of that Calendar Year. Within and as a subset of this maximum, there is a Maintenance Medication program (Preferred90) Pharmacy, Optum Rx<sup>®</sup> Home Delivery (Generic and Preferred Brands) and Specialty Mail Copayment limit of \$1,000. Once you incur expenses equal to \$1,000 per Plan Member, you will no longer be required to pay any additional Copayment for covered Prescription services received through Optum Rx<sup>®</sup> Home Delivery or under the Preferred90 Retail Pharmacy Program for the remainder of that Calendar Year. You do, however, remain responsible for costs in excess of any specified Plan maximums and for services or supplies which are not covered under this Plan.

Erectile or Sexual Dysfunction Drug Coinsurance and Member Pays the Difference Copayments **DO NOT APPLY** to the Maximum Calendar Year Pharmacy Financial Responsibility.

In addition, the following are not included in calculating your Maintenance Medication program (Preferred90) pharmacy limit:

- Non-Preferred Brand Name Medication Copayments.
- Partial Copay Waiver of Non-Preferred Brand-Name Copayments.

## PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY

### Disclosure of Allowable Amount

You may call Anthem Blue Cross Member Services Department at 1-877-737-7776 and ask to be provided with information on how much the Plan will pay for certain planned procedures to be performed by a Non-Preferred Provider. In order for you to obtain this information, you must request that Anthem Blue Cross send a Disclosure of Allowable Amount form to your Non-Preferred Provider. Your Non-Preferred Provider will need to fill out the required information on the form (e.g., letter requesting the dates, specific procedure code numbers, and projected dollar amounts for the proposed services). After receiving the completed form from your Non-Preferred Provider, the Allowable Amount will be determined, and a copy of this information will be sent to you and your Non-Preferred Provider.

**Disclosure of Allowable Amount estimates are only valid for 30 days.** If your request is received more than 30 days prior to commencement of services, it cannot be processed. Any charges your Non-Preferred Provider may require for the completion of this form are not a covered benefit of this Plan. **Disclosure of Allowable Amount estimates are provided for informational purposes and are not a guarantee of payment.**

The following example shows the financial consequences of not choosing care through a Preferred Provider. The amount a Member pays is significantly more if care is received through a Non-Preferred Provider. The example below is illustrative only and is not actual claimant information. Also, though this example does not include Copayments, many actual covered services under the Plan have Copayments.

## PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY

### Payment Example for Single Member

**Important Note: You are required to pay any charges for services provided by a Non-Preferred Provider or an Other Provider which are in excess of the Allowable Amount, plus all charges for non-covered services.**

	Preferred Provider	Non-Preferred Provider
<b>Billed Charge</b> – the amount the provider actually charges for a covered service provided to a Member	\$300,000	\$300,000
<b>Allowable Amount</b> – the allowance or Negotiated Amount under the Plan for service provided (see definition on page 112). Note: This is only an example. Allowable Amount varies according to procedure and geographic area.	\$130,000	\$130,000
<b>Calendar Year Deductible &amp; Hospital Admission Deductible</b> – the amount of the Allowable Amount the Member is responsible to pay each Calendar Year before Plan benefits are payable.	\$500 + \$250	\$500 + \$250
<b>Coinsurance</b> – the percentage of the remaining Allowable Amount the Member pays once any applicable Deductible and Copayment are met.	\$2,000 10% of Allowable Amount after the Deductible is met until the maximum Calendar Year Coinsurance responsibility is met)	\$51,700 40% of the remaining Allowable Amount after the Deductible is met (Since this is a non-Preferred Provider the maximum Calendar Year Coinsurance responsibility is not applicable)
<b>Plan Payment</b> – the percentage of the remaining Allowable Amount the Plan pays once any applicable Deductible and Copayment are met.	\$127,250 Plan pays 90% of the remaining Allowable Amount after the Deductible is met, and then any remaining Allowable Amount once the maximum Calendar Year Coinsurance responsibility is met	\$77,550 60% of the Allowable Amount less the Calendar Year Deductible; maximum Copayment or Coinsurance is not applicable
<b>Remaining Balance</b> – Billed Charges exceeding Allowable Amount that the Member is responsible to pay	\$0 Preferred Provider cannot bill the Member for the difference between Allowable Amount and Billed Charges	\$170,000 Non-Preferred Provider can bill the Member for the difference between Allowable Amount and Billed Charges
<b>Total Amount the Member Is Responsible To Pay</b>	<b>\$2,750</b>	<b>\$222,450</b>

## PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY

### *(Not applicable to the Outpatient Prescription Drug Program)*

Preferred Providers have agreed to accept the Plan's payment, plus applicable Member Deductibles and Copayments or Coinsurance, as payment in full for covered services. Plan Members are not responsible to pay Preferred Providers for any amounts above Anthem Blue Cross' or the local Blue Cross and/or Blue Shield Plan's Allowable Amount, whichever applies within a provider's geographic service area. After a Member meets their Calendar Year Deductible (see page 22 for more information on Deductibles) and the maximum Copayment or Coinsurance responsibility during a Calendar Year, the Plan will pay 100% of Allowable Amount, up to any applicable medical benefit maximums, for covered services and supplies provided by Preferred Providers for that Member for the remainder of that year. See pages 22-24 for more information, including exceptions, on maximum Calendar Year Copayment or Coinsurance.

Non-Preferred Providers have **not** agreed to participate in Anthem Blue Cross' Prudent Buyer Plan network (within California) or in a Blue Cross and/or Blue Shield plan network (outside of California). Non-Preferred Providers have **not** agreed to accept the Plan's payment, plus applicable Member Deductibles and Coinsurance as payment in full for covered services. The Allowable Amount for covered services provided by Non-Preferred Providers is usually lower than what they customarily charge. After a Member meets their Calendar Year Deductible, the Plan will pay 60% of Allowable Amount. Non-Preferred Providers may bill the Member for the difference between the Allowable Amount and the Non-Preferred Provider's Billed Charges in addition to applicable Member Deductibles, Coinsurance and amounts in excess of specified Plan maximums.

After the Calendar Year and any other applicable Deductible has been satisfied, reimbursement for covered services will be provided as described in this section.

### Physician Services

#### 1. Non-Emergency Care Services

##### a. Members Who Reside Within Area

##### i. When Accessing Preferred Providers:

Physician office visits, Physician office visits in Retail Health Clinic, Physician Outpatient Hospital visits and Physician Outpatient Urgent Care visits by a Preferred Provider are paid at Anthem Blue Cross' Allowable Amount or the local Blue Cross and/or Blue Shield Plan's Allowable Amount less the Member's \$20 or \$35 Copayment. The \$20 or \$35 Copayment will also apply to Physician or Health Professional visits for diabetes self-management education. Note: This Copayment applies to the charge for the Physician visit only.

Other covered services provided by a Preferred Provider are paid at 90% of the Allowable Amount, except for services with a \$20 or \$35 Copayment. This includes any separate facility charge by an affiliated Hospital for a covered office visit to a Physician. Plan Members are responsible for the remaining 10% and any charges for non-covered services if provided by a Preferred Provider. Preventive Care Services received from a Preferred Provider are paid at 100% of the Allowable Amount when billed with a routine or preventive care diagnosis.

**NOTE:** Members who reside within a Preferred Provider area and receive services from a Non-Preferred Provider will be reimbursed at the Non-Preferred Provider level as stated below in (ii).

##### ii. When Accessing Non-Preferred Providers:

Covered services provided by a Non-Preferred Provider are paid at 60% of the Allowable Amount. Plan Members are responsible for the remaining 40% and all charges in excess of the Allowable Amount, plus all charges for non-covered services.

**NOTE:** Regardless of the reason (medical or otherwise), referrals by Preferred Providers to Non-Preferred Providers will be reimbursed at the Non-Preferred Provider level.

## PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY

### iii. When Accessing a Non-Preferred Provider Because a Preferred Provider is not Available:

Covered services provided by a Non-Preferred Provider (other than for Emergency Care Services) are automatically paid at 60% of the Allowable Amount. However, if you receive covered services from a Non-Preferred Provider because a Preferred Provider is not available within a 50-mile radius of your residence, your claim will automatically be paid at 90% of the Allowable Amount if an Authorized Referral is obtained prior to services being provided. **You are responsible for the remaining percentage and any charges in excess of the Allowable Amount, plus all charges for non-covered services.**

If an Authorized Referral is NOT obtained prior to services being provided, your claim will automatically be paid at 60% of the Allowable Amount. Upon receipt of your Explanation of Benefits (EOB), contact your Member Services Department to request that your claim be reprocessed at the 90% level. You are responsible for the remaining 10% and any charges in excess of the Allowable Amount, plus all charges for non-covered services.

To ensure that your claims will be paid at the 90% level, you should obtain an Authorized Referral BEFORE services are provided. To obtain an Authorized Referral, you or your Physician must call Member Services at 1-877-737-7776 at least 3 business days prior to scheduling an admission to, or receiving the services of, a Non-Preferred Provider. If the service you will receive from a Non-Preferred Provider requires Precertification (for a list of services requiring Precertification, see page 69), you will need to obtain Precertification from the Review Center in addition to the Authorized Referral. For Precertification contact the Review Center at 1-800-451-6780.

These provisions apply to Members residing inside or outside California, unless such Member's residence is considered to be "Out-of-Area".

### b. Members Who Reside Out-of-Area

(Refer to the list of qualifying ZIP Codes and Outside California information on page 17)

Physician office visits, Physician office visits in Retail Health Clinic, Physician Outpatient Hospital visits and Physician Outpatient Urgent Care visits are paid at the Allowable Amount less the Member's \$20 or \$35 Copayment. Members are responsible for the \$20 or \$35 Copayment, any charges in excess of the Allowable Amount, and all non-covered charges. The \$20 or \$35 Copayment will also apply to Physician or Health Professional visits for diabetes self-management education. Note: This Copayment applies to the charge for the Physician visit only.

Other covered services are paid at 90% of the Allowable Amount. This includes any separate facility charge by an affiliated Hospital for a covered office visit to a Physician. Members are responsible for the remaining 10%, any charges in excess of the Allowable Amount, and all non-covered charges.

Preventive Care Services are paid at 100% of the Allowable Amount when billed with a routine or preventive care diagnosis. Members are responsible for any charges in excess of the Allowable Amount and all non-covered charges.

## 2. Emergency Care Services

Physician services for emergency care provided by Preferred and Non-Preferred Providers are paid at 90% of the Allowable Amount. Members are responsible for the remaining 10%. In addition, when services are provided by a Non-Preferred Provider, Members are also responsible for all charges in excess of the Allowable Amount plus all charges for non-covered services. Some emergency room Physicians are Non-Preferred Providers at Preferred Hospitals. For services to be covered under the emergency care services benefit, they must be billed with an emergency code.

# PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY

## Hospital Services

### 1. Non-Emergency Care Services

#### a. Members Who Reside Within Area

##### i. When Accessing Preferred Hospitals:

Covered services provided by a Preferred Hospital or Ambulatory Surgery Center are paid at 90% of the Negotiated Amount for covered services. Plan Members are responsible for the remaining 10% of the lesser of Billed Charges or the Negotiated Amount for covered services and all charges for non-covered services.

**NOTE:** Members who reside within a Preferred Provider area and receive services from a Non-Preferred Provider will be reimbursed at the Non-Preferred Provider level as stated below in (ii). **Individual Providers at Preferred Hospitals may not be Preferred Providers.**

##### ii. When Accessing Non-Preferred Hospitals:

Covered services provided by a Non-Preferred Hospital are paid at 60% of Reasonable Charges. Plan Members are responsible for the remaining 40%, the amount billed over any Reasonable Charges, and all charges for non-covered services.

##### iii. Services Received from Non-Preferred Providers while receiving care at a Preferred Hospital:

Covered services provided by Non-Preferred Providers who are part of the Preferred Hospital or Outpatient Hospital Setting staff are paid at 90% of the Allowable Amount.\* **Plan Members are responsible for the remaining 10% and all charges in excess of the Allowable Amount, plus all charges for non-covered services.** For example, you may be admitted to a Preferred Hospital or Outpatient Hospital Setting and some Physicians such as anesthesiologists, radiologists and pathologists on the Hospital's staff are Non-Preferred Providers.

Providers, such as admitting Physician, surgeon and assistant surgeon, whose services are not included in and are not considered part of the Hospital or Outpatient Hospital Setting facility charges, are paid at 60% of the Allowable Amount. Plan Members are responsible for the remaining 40% and all charges in excess of the Allowable Amount, plus all charges for non-covered services.

\*Although benefits are provided at the higher reimbursement level, it is still in your best financial interest to verify that all health care providers treating you are Preferred Providers. Whenever possible, you should request that all of your care be provided by Preferred Providers upon entering a Preferred Hospital or Outpatient Hospital Setting.

#### b. Members Who Reside Out-of-Area

(Refer to the list of qualifying ZIP Codes and Outside California information on page 17)

Covered services provided to Plan Members who reside Out-of-Area are paid at 90% of Reasonable Charges. Members are responsible for the remaining 10% and all charges for non-covered services.

### 2. Emergency Care Services

Covered services provided by a Preferred Hospital that are incident to emergency care are paid at 90% of Billed Charges or 90% of the Negotiated Amount, whichever is less. Covered services provided by a Non-Preferred Hospital that are incident to emergency care are paid at 90% of Reasonable Charges. For both Preferred Hospitals and Non-Preferred Hospitals, Plan Members are responsible for the remaining 10% and all charges for non-covered services. In addition, at Non-Preferred Hospitals, Members are responsible for all charges in excess of Reasonable Charges.

## **PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY**

Emergency room facility charges for non-Emergency Care Services are the Plan Member's responsibility. If your emergency room charges are rejected under this Plan because it is determined that they were for non-emergency care and you feel that your condition required Emergency Care Services you should contact Anthem Blue Cross and request a reconsideration. **Emergency Care Services** are those services required for the alleviation of the sudden onset of severe pain, or a Psychiatric Emergency Medical Condition, or the immediate diagnosis and treatment of an unforeseen illness or injury which could lead to further significant Disability or death, or which would so appear to a layperson. For more information, please see the Medical Claims Review And Appeals Process section beginning on page 83.

**NOTE:** If a Member is a patient in a Non-Preferred Hospital, Emergency Care Services benefits shall be payable until the patient's medical condition permits transfer or travel to a Preferred Hospital. If the patient elects not to transfer or travel to a Preferred Hospital once his or her medical condition permits, reimbursement will be reduced to the 60% level and paid as stated in 1b. Payment to a Hospital will be reduced if utilization review requirements are not met.

### **Skilled Nursing Facility**

**For Preferred Providers,** Inpatient services will be paid at:

- 90% of the Allowable Amount for the first ten (10) days each Calendar Year. Members are responsible for the remaining 10% of the Allowable Amount for covered services and ALL charges for non-covered services.
- 80% of the Allowable Amount for the next 170 days in the same Calendar Year. Members are responsible for the remaining 20% of the Allowable Amount for covered services and ALL charges for non-covered services.

**For Non-Preferred Providers,** Inpatient services will be paid at:

- 60% of the Allowable Amount for each day during a covered Stay. Members are responsible for the remaining 40% of the Allowable Amount for covered services and ALL charges for non-covered services.

These benefits require a precertified Treatment Plan.

### **Home Health Care Agencies, Home Infusion Therapy Providers, and Durable Medical Equipment Providers**

Preferred or Out-of-Area home health care agencies, Home Infusion Therapy Providers, and Durable Medical Equipment providers will be reimbursed at 90% of Anthem Blue Cross' Allowable Amount or 90% of the local Blue Cross and/or Blue Shield Plan's Allowable Amount. Members are responsible for the remaining 10%.

If you reside in-area, Non-Preferred home health care agencies, Home Infusion Therapy Providers, and Durable Medical Equipment providers will be reimbursed at 60% of Anthem Blue Cross' Allowable Amount or 60% of the local Blue Cross and/or Blue Shield Plan's Allowable Amount. Members are responsible for the remaining balance.

**The purchase of Durable Medical Equipment priced at \$1,000 or more requires Precertification.**

### **Site of Care Coordination**

For Selected clinician-infused Specialty Medications, nurses from Optum® Specialty Pharmacy will assist you with coordinating care with the nursing agency to deliver and administer the Drugs to you according to your Physician's order. Optum® Specialty Pharmacy nurses continuously communicate with you to confirm the care is meeting your individual needs. Resources are also provided for non-English speaking and hearing-impaired members.

## **PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY**

### **Clinical Trials**

#### **For Preferred Providers**

Covered services related to clinical trials for Members who have been accepted into phase I, II, III, or IV clinical trials upon their Physician's referral will be paid at 90% of the Allowable Amount. Plan Members are responsible for the remaining 10% and any charges for non-covered services.

#### **For Non-Preferred Providers**

Covered services related to clinical trials for Members who have been accepted into phase I, II, III, or IV clinical trials upon their Physician's referral will be reimbursed at 60% of the lesser of the Billed Charges or the Allowable Amount that ordinarily applies when services are provided by Preferred Providers. Members are responsible for the remaining 40% and all charges in excess of the Allowable Amount, plus any charges for non-covered services.

### **Services by Other Providers**

Hospice Care agencies and services by Other Providers will be reimbursed at 90% of the lesser of Billed Charges or the amount that Anthem Blue Cross or the local Blue Cross and/or Blue Shield Plan determines was being charged by the majority of providers of like-covered services at the time and in the area where services were provided. Members are responsible for the remaining 10% and for any charges in excess of these amounts.

#### **NOTE:**

1. Payment for covered services is limited to the lesser of the benefit maximum or the applicable Anthem Blue Cross or local Blue Cross and/or Blue Shield Plan payment amount.
2. Payments will be reduced if utilization review requirements are not met.

### **Payment of Benefits - Assignment of Benefits**

The benefits of this Plan will be paid directly to Preferred Providers and medical transportation providers. Also, Non-Preferred Providers and Other Providers of service will be paid directly when you assign benefits in writing.

**Payment of Benefits.** Physicians and other professional providers are paid on a fee-for-service basis, according to an agreed schedule. Hospitals or other health care Facilities may be paid either a fixed fee or on a discounted fee-for-service basis. The benefits of this booklet will be paid directly to Preferred Providers (e.g., and medical transportation providers). Hospitals, Physicians and Other Providers of service or the person or persons having paid for your Hospital or medical services will be paid directly when you assign benefits in writing no later than the time of submitting a claim. These payments fulfill the Plan's obligation to you for those services.

Non-Preferred Providers and Other Providers will be paid directly when Emergency Medical Condition services and care are provided to you or one of your dependents. The Plan will continue such direct payment until the Emergency care results in stabilization.

If you or one of your dependents receives covered services other than Emergency care from a Non-Preferred Provider, payment may be made directly to the Member and you will be responsible for payment to that provider. An assignment of benefits to a Non-Preferred Provider, even if assignment includes the provider's right to receive payment, is generally void. However, there are certain situations in which an assignment of benefits is permitted. For example, if you receive services from a Preferred Provider facility at which, or as a result of which, you receive non-Emergency Services from a Non-Preferred Provider such as a radiologist, anesthesiologist or pathologist, an assignment of benefits to such Non-Preferred Provider will be permitted. Any payments for the assigned benefits fulfill our obligation to you for those services.

## PAYMENT AND MEMBER COPAYMENT AND COINSURANCE RESPONSIBILITY

**Assignment.** You authorize Anthem Blue Cross, in its own discretion and on behalf of the employer, to make payments directly to providers for covered services. In no event, however, shall the Plan's 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. Anthem Blue Cross also reserves the right, in its own discretion, to make payments directly to you as opposed to any provider for covered service. In the event that payment is made directly to you, you have the responsibility to apply this payment to the claim from the Non-Preferred 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 Subscriber who is recognized under a "Qualified Medical Child Support Order" as having a right to enrollment under the employer's Plan), or that person's custodial parent or designated representative. Any payments made by Anthem Blue Cross (whether to any provider for covered service or you) will discharge the employer's 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 applicable Federal law. Once a provider performs a covered service, Anthem Blue Cross 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. Any assignment made without written consent from the Plan will be void and unenforceable.

## FINANCIAL SANCTIONS

You may incur unnecessary medical expenses if the Review Center is not notified and involved in the Precertification and management of your care. In order to promote compliance with utilization review notification requirements, financial sanctions (increased Copayment or Coinsurance responsibility) will be applied if you fail to notify the Review Center as required. In addition, if the Review Center determines that services are not Medically Necessary or are being provided at a level of care inconsistent with acceptable treatment patterns found in established managed care environments, financial sanctions will be applied and/or denial of all or some services may occur.

If you have questions about the application of a sanction based on the Review Center's decisions regarding compliance with late notification requirements, call the Review Center at 1-800-451-6780. If you do not agree with any portion of the Review Center's final determination, you or your Physician may appeal this decision by following the Medical Claims Review And Appeals Process described on pages 83-85.

For questions about how a sanction was applied to a specific claim, call Anthem Blue Cross at 1-877-737-7776.

### Non-Compliance With Notification Requirements

A 10% Coinsurance (in addition to any other required Copayment or Coinsurance) will be applied to **all covered Hospital charges** associated with the Hospital Stay in question if Inpatient Hospital services are received and (a) notification is late, or (b) Precertification was not obtained even though services were approved after retrospective review.

A 10% Coinsurance (in addition to any other required Copayment or Coinsurance) will be applied to **Outpatient facility charges and professional charges\*** if services listed under Utilization Review — Services Requiring Precertification on page 69 are received in an Outpatient facility or in a Physician's office and (a) notification is late, or (b) services were approved after retrospective review.

This additional Coinsurance amount will not accrue toward satisfying any other out-of-pocket Deductible or the Maximum Calendar Year Medical Financial Responsibility required under the payment design of the Plan.

\*Note: This additional Coinsurance will not apply to emergency admissions and related emergency services, Medically Necessary transfers from one facility to another, or to advanced imaging procedures including, but not limited to, Magnetic Resonance Imaging (MRI), Computerized Axial Tomography (Cat scan), Positron Emission Tomography (PET scan), Magnetic Resonance Spectroscopy (MRS scan), Magnetic Resonance Angiogram (MRA scan), Echocardiography and Nuclear Cardiac Imaging if notification is late or services were approved after retrospective review.

### Non-Compliance With Medical Necessity Recommendations for Temporomandibular Disorder Benefit or Maxillomandibular Musculoskeletal Disorders Services

A penalty of \$500 will be assessed on Inpatient charges or \$250 on Outpatient charges for (a) failure to obtain the required Precertification from the Review Center, or (b) failure to comply with the Review Center's recommendation. This additional Copayment amount will not accrue toward satisfying any other out-of-pocket Deductible or the Maximum Calendar Year Medical Financial Responsibility required under the payment design of the Plan.

### Non-Certification of Medical Necessity

If the Review Center decides that services are not Medically Necessary or are provided at a level of care not consistent with acceptable treatment patterns found in established managed care environments, the Review Center will advise the treating Physician and the patient, or a person designated by the patient, that coverage cannot be guaranteed. The actual amount of benefits paid will be determined retrospectively and will reflect appropriate sanctions, reductions, or denial of payment. For example, if you are hospitalized and the Review Center decides during the Stay that treatment can be provided in a less acute setting, charges associated with the treatment will be paid, but room and board charges for the number of days at the inappropriate level of care will not be paid. Therefore, if the Review Center declines to certify services as Medically Necessary but you nevertheless choose to receive those services, you are responsible for all charges not reimbursed by the Plan.

## MEDICAL AND HOSPITAL BENEFITS

**Important Note:** In addition to the amounts shown below, you may be required to pay any charges for services provided by a Non-Preferred Provider or an Other Provider which are in excess of the Allowable Amount, plus any charges for non-covered services.

### ***Description of Benefits***

Except for Preventive Services or unless otherwise specified, reimbursement for covered services will be provided at the percentage of the Allowable Amount as described in this section less any applicable Deductible, Copayment or Coinsurance, for Medically Necessary services and supplies as provided by a qualified Health Professional (as defined on page 115). In addition, unless otherwise specified, any Deductibles, Coinsurance, and Copayments will count towards the Maximum Calendar Year Medical Financial Responsibility.

Services or a precertified Treatment Plan during a Contract Period must be commenced during that same Contract Period to qualify for continuing treatment in the event that the benefit becomes eliminated in a subsequent Contract Period. Otherwise, only benefits in effect during a Contract Period are available or covered.

Covered services provided under this Plan are payable only when Medically Necessary in accordance with Anthem Blue Cross Medical Policy.

### **Acupuncture**

See Chiropractic and Acupuncture benefit description on page 40.

### **Allergy Testing and Treatment**

90% PPO and Out-of-Area  
60% Non-PPO

Qualified Health Professional services and supplies, except for Prescription Drugs, related to allergy testing and treatment are covered.

### **Alternative Birthing Center**

90% in or Out-of-Area

Covered services provided by Alternative Birthing Centers, for both Preferred Providers and Non-Preferred Providers, are not subject to the Calendar Year Deductible, are payable at 80% of the Allowable Amount, and apply toward the Maximum Calendar Year Medical Financial Responsibility limits. An Alternative Birthing Center may be used instead of hospitalization.

An Alternative Birthing Center is defined as:

1. a birthing room located physically within a Hospital to provide homelike Outpatient maternity facilities, or
2. a separate birthing center that is certified or approved by a state department of health or other state authority and operated primarily for the purpose of childbirth.

## MEDICAL AND HOSPITAL BENEFITS

### Ambulance

90% of Billed Charges, in or Out-of-Area

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 Anthem 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 Anthem to one that does, or
  - Between a Hospital and another approved facility.

Ambulance services are subject to Medical Necessity reviews. When using an air ambulance in a non-emergency situation, Anthem reserves the right to select the air ambulance provider. If you do not use the air ambulance Anthem selects 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.

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

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

## MEDICAL AND HOSPITAL BENEFITS

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

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

### Ambulatory Surgery Centers

100% Preventive care, PPO and Out-of-Area (see Colonoscopy Services on pages 43-44)  
 90% PPO, Diagnostic colonoscopy services and Out-of-Area  
 60% Non-PPO

Except for Preventive care, Ambulatory Surgery Center services are subject to the Maximum Calendar Year Medical Financial Responsibility limits; however, services received from Non-Preferred Providers have no Coinsurance limits.

All covered services and supplies provided and billed by an Ambulatory Surgery Center that is a Non-Preferred Provider are subject to **a maximum Plan payment of \$350** per Outpatient surgery. This maximum payment does not apply to covered services provided by Preferred Providers and to Non-Preferred Provider Physician charges that are billed separate from the facility charges.

Providers, such as admitting Physician, surgeon and assistant surgeon, whose services are not included in and are not considered part of the facility charges for an Ambulatory Surgery Center that is a Preferred Provider, are paid at 60% of the Allowable Amount. Members are responsible for the remaining 40% and all charges in excess of the Allowable Amount, plus all charges for non-covered services.

Covered services provided by Non-Preferred Providers who are part of staff of an Ambulatory Surgery Center that is a Preferred Provider are paid at 90% of the Allowable Amount. **Plan Members are responsible for the remaining 10% and all charges in excess of the Allowable Amount, plus all charges for non-covered services.**

For example, you may be receiving services at an Ambulatory Surgery Center that is a Preferred Provider, and some Physicians, such as anesthesiologists, radiologists and pathologists, on the Ambulatory Surgery Center’s staff are Non-Preferred Providers. Although benefits are provided at the higher reimbursement level, it may be to your financial advantage to verify that all health care providers treating you are Preferred Providers. Whenever possible, you should request that all of your care be provided by Preferred Providers upon receiving services at an Ambulatory Surgery Center that is a Preferred Provider.

The following are considered routine services and can be performed safely at an Ambulatory Surgery Center. If these routine procedures are performed in an Ambulatory Surgery Center (as defined on page 112), benefits will be paid according to the Plan.

Upper gastrointestinal endoscopy	Tonsillectomy and/or adenoidectomy (for Members under age 12)
Upper gastrointestinal endoscopy (with biopsy)	Lithotripsy - fragmenting of kidney stones
Laparoscopic gall bladder removal	Hernia inguinal repair (Member over age 5, non-laparoscopic)
Hysteroscopy uterine tissue sample (with biopsy, with or without dilation and curettage)	Esophagoscopy
Nasal/sinus corrective surgery - septoplasty	Repair of laparoscopic inguinal hernia
Nasal/sinus - submucous resection inferior turbinate	Sigmoidoscopy services

## MEDICAL AND HOSPITAL BENEFITS

Please contact Member Services and/or visit [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) to verify that the Ambulatory Surgery Center is a Preferred Provider in Anthem Blue Cross' network.

Please see guidelines for Precertification of non-emergency procedures on page 69. Generally, various non-emergency procedures, services, and surgeries require Precertification by the Review Center. Precertification is required no later than 30 days, or 3 days, in specified instances, and at any time prior to the service of certain imaging procedures. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

### Arthroscopy Services

90% PPO and Out-of-Area  
60% Non-PPO

Anthem Blue Cross has a network of Ambulatory Surgery Centers that routinely provide arthroscopy services generally within the maximum benefit of \$6,000. No benefit limitation will apply when procedure is performed at an Ambulatory Surgery Center that is a Preferred Provider. Please contact Member Services and/or visit [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) to verify that the facility is listed as a preferred Ambulatory Surgery Center in Anthem Blue Cross' network.

If this routine service is provided in an Outpatient Hospital Setting, arthroscopy services are limited to a **maximum payment of \$6,000** per procedure.

Examples for an exception to allow routine arthroscopy services to be performed in an Outpatient Hospital include the following reasons:

- Patient safety; or
- If there is no preferred Ambulatory Surgery Center provider within a 30 mile radius of the Member's home.

The Member should consult their Physician and contact Member Services for instructions on how to receive an exception.

### Autism Spectrum Disorder

***Outpatient Care (Physician Office Visits, Physician Outpatient Hospital Visits, and Physician Urgent Care Visits)***

\$20 Copayment, PPO and Out-of-Area  
60% Non-PPO

There is a \$20 Copayment for each office visit to a Preferred Provider Physician. Other Physician services rendered during an office visit, Outpatient Hospital visit, or Urgent Care visit are paid at 90% of the Allowable Amount.

**This Plan provides coverage for behavioral health treatment for Autism Spectrum Disorder. Services provided by Qualified Autism Service Providers, Qualified Autism Service Professionals, and Qualified Autism Service Paraprofessionals will be covered under the Plan equivalent to office visits to Physicians, whether services are provided in the provider's office or in the patient's home. Services provided in a facility, such as the Outpatient department of a Hospital, will be covered under the Plan and paid according to the benefits that apply to a facility.**

The behavioral health treatment services covered under the Plan for the treatment of Autism Spectrum Disorder 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 Autism Spectrum Disorder and that meet all of the following requirements:

- The treatment must be prescribed by a licensed Physician (an M.D. or D.O.) or developed by a licensed clinical psychologist,

## MEDICAL AND HOSPITAL BENEFITS

- The prescribed Treatment Plan must be provided by a Qualified Autism Service Provider and administered by one of the following: (a) Qualified Autism Service Provider, (b) Qualified Autism Service Professional supervised and employed by the Qualified Autism Service Provider, or (c) Qualified Autism Service Paraprofessional supervised and employed by a Qualified Autism Service Provider, and
- The Treatment Plan must have measurable goals over a specific timeline and be developed and approved by the Qualified Autism Service Provider for the specific individual 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 specified individuals 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 or guardian participation needed to achieve the intervention plan's goal and objectives, and the frequency at which the individual's progress is evaluated and reported,
  - Provides intervention plans that utilize evidence-based practices, with demonstrated clinical efficacy in treating Autism Spectrum Disorder,
  - 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 or guardian for participating in the treatment program. No coverage will be provided for any of these services or costs. The Treatment Plan must be made available to the Plan upon request.

### Bariatric Surgery

Hospital Services 90% at Blue Distinction Centers for Specialty Care

Professional 90% for Physicians on surgical team at designated Blue Distinction Centers for Specialty Care

Precertification for all bariatric surgical procedures must be obtained from the Review Center as soon as possible, but no later than 3 business days before services are provided. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Services and supplies provided in connection with Medically Necessary bariatric surgery for treatment of morbid obesity are a benefit only when the procedure is in accordance with Anthem Blue Cross Medical Policy, prior authorization has been obtained from the Review Center, and services are performed at a designated Blue Distinction Centers for Specialty Care (BDCSC) facility. For residents of California, services provided for or in connection with a bariatric surgical procedure performed at a facility other than a designated (BDCSC) will **not** be covered.

BDCSC agrees to accept the Negotiated Amount as payment for covered services. Plan Members are responsible for the remaining 10% of the lesser of Billed Charges or the Negotiated Amount for covered services and all charges for non-covered services. The Review Center can assist in facilitating your access to a BDCSC. Please notify the Review Center at 1-800-451-6780 as soon as your provider recommends a bariatric surgical procedure for your medical care.

**Blue Distinction Centers for Specialty Care (BDCSC) facilities for bariatric surgery may not be available outside California; therefore, a Plan Member who does not reside in California may be referred by the Review Center to a network facility in the state in which the Plan Member is a resident. An additional \$250 Deductible applies for each admission to a facility other than a designated BDCSC. Note: this additional Deductible applies toward the Maximum Calendar Year Medical Financial Responsibility.**

## MEDICAL AND HOSPITAL BENEFITS

### Breast Feeding

100% PPO and Out-of-Area  
60% Non-PPO

Support, counseling and supplies for breast feeding, including rental/purchase of one breast pump per pregnancy, is covered.

### Cardiac Care

Hospital Services 90% at Centers of Medical Excellence  
90% PPO, other than Centers of Medical Excellence, and Out-of-Area  
60% Non-PPO

Evaluations and 90% at Centers of Medical Excellence  
Diagnostic Tests 90% PPO, other than Centers of Medical Excellence, and Out-of-Area  
60% Non-PPO

All non-emergency hospitalizations require Precertification by the Review Center as soon as possible, but no later than 3 business days before services are provided. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33), and/or denial of benefits. For information on benefits for services related to Emergency Care Services, refer to the Emergency Care Services benefit description on page 46-47.

The selection criteria used in designating Centers of Medical Excellence for Cardiac Care were developed in collaboration with expert Physicians and medical organizations, including the American College of Cardiology (ACC) and The Society of Thoracic Surgeons (STS). Potential Centers of Medical Excellence submit clinical data to establish that they meet certain selection criteria, which include:

- An established cardiac care program, performing required annual volumes for certain procedures (e.g. a minimum of 125 cardiac surgical procedures annually, including both CABG and/or valve surgery).
- Appropriate experience of its cardiac team, including sub-specialty board certification for interventional cardiologists and cardiac surgeons.
- An established Acute Care Inpatient facility, including intensive care, emergency and a full range of cardiac services.
- Full accreditation by a Centers for Medicare and Medicaid Services (CMS)-deemed national accreditation organization.
- Low overall complication and mortality rates.
- A comprehensive quality management program.

Hospital and professional services provided in connection with cardiac care are a benefit only to the extent that the services are Medically Necessary and medically appropriate for the patient. Cardiac care does not include heart transplants (see Transplant Benefits on pages 62-64) nor services for Outpatient cardiac Rehabilitation (see Outpatient or Out-of-Hospital Therapies on pages 54-55).

As with Anthem Blue Cross Preferred Providers, CME agrees to accept the Negotiated Amount as payment for covered services. The Review Center can assist in facilitating your access to a CME. Please notify the Review Center at 1-800-451-6780 as soon as your provider recommends an Inpatient hospitalization for your medical care.

## MEDICAL AND HOSPITAL BENEFITS

### Cataract Surgery

90% PPO and Out-of-Area  
60% Non-PPO

Anthem Blue Cross has a network of Ambulatory Surgery Centers that routinely provide cataract surgery services generally within the maximum benefit of \$2,000. No benefit limitation will apply when procedure is performed at an Ambulatory Surgery Center that is a Preferred Provider. Please contact Member Services and/or visit [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) to verify that the facility is listed as a preferred Ambulatory Surgery Center in Anthem Blue Cross' network.

If this routine service is provided in an Outpatient Hospital Setting, cataract surgery services are limited to a **maximum payment of \$2,000** per procedure.

Examples for an exception to allow cataract surgery services to be performed in an Outpatient Hospital include the following reasons:

- Patient safety; or
- If there is no preferred Ambulatory Surgery Center provider within a 30 mile radius of the Member's home.

The Member should consult their Physician and contact Member Services for instructions on how to receive an exception.

### Childbirth Classes

50% of class registration fee up to \$50  
(whichever is less)

Refresher classes — 50% of class registration  
fee up to \$25 (whichever is less)

Childbirth classes do not apply toward the Maximum Calendar Year Medical Financial Responsibility limits.

To prepare new and expectant parents for a birthing experience, the Plan will pay up to \$50 or 50% of total fees (whichever is less) for childbirth classes. Classes will be reimbursed only when given by licensed instructors certified by Lamaze International, Centered Pregnancy/Centering Healthcare Institute, or other nationally-recognized accreditation programs with similar training requirements. Refresher classes are also provided by the Plan up to \$25 or 50% of class fees (whichever is less).

### Chiropractic and Acupuncture

\$15 Copayment, PPO and Out-of-Area  
60% Non-PPO

There is a \$15 Copayment for Preferred Provider Chiropractic and acupuncture services.

Coverage for acupuncture services provided by a Physician or Health Professional to treat a disease, illness or injury, includes a patient history visit, physical examination, treatment planning and evaluation, electro acupuncture, cupping and moxibustion.

Chiropractic care is covered for the treatment of illness or injury. Services include, but are not limited to, manipulation of the spine, joints and/or musculoskeletal soft tissue, re-evaluation, and/or other services.

Acupuncture and chiropractic care services are limited to a **combined maximum of 20 visits** per Calendar Year.

## MEDICAL AND HOSPITAL BENEFITS

### Christian Science Treatment

90% in or Out-of-Area

Outpatient treatment for a covered illness or injury through prayer is payable when services are provided by a Christian Science Nurse, Christian Science Nursing Facility, or Christian Science Practitioner, as defined under "Definitions". This benefit includes treatment in absentia (Christian Science Practitioners or nurses providing services, such as consultation or prayer, via the telephone). Benefits are limited to 24 sessions per person per Calendar Year.

No payment will be made for overnight Stays in a Christian Science Nursing Facility.

### Cleft Palate

90% PPO and Out-of-Area  
60% Non-PPO

Medically Necessary dental or orthodontic services that are an integral part of Reconstructive Surgery for cleft palate. "Cleft palate" means a condition that may include cleft palate, cleft lip, or other craniofacial anomalies associated with cleft palate.

**Benefits are not payable for services provided in connection with complications arising from a non-authorized or Cosmetic Procedure.**

### Clinical Trials

90% PPO and Out-of-Area  
60% Non-PPO

Routine patient costs, as described below, for an approved clinical trial.

Coverage is provided for services you receive as a qualified enrollee in an approved clinical trial. The services must be those that are listed as covered by this Plan for Members who are not enrolled in a clinical trial. A "qualified enrollee" means that you meet both of the following conditions:

- a) You are eligible to participate in an approved clinical trial, according to the clinical trial protocol, for the treatment of cancer or another life-threatening disease or condition.
- b) Either of the following applies:
  - i. The referring health care professional is a *participating provider* has concluded that your participation in the clinical trial would be appropriate because you meet the conditions of subparagraph (a).
  - ii. You provide medical and scientific information establishing that your participation in the clinical trial would be appropriate because you meet the conditions of subparagraph (a).

The services must be those that are listed as covered by this plan for *members* who are not enrolled in a clinical trial.

Routine patient care costs include items, services, and Drugs provided to you in connection with an approved clinical trial that would otherwise be covered by the Plan, including:

- Drugs, items, devices, and services typically covered absent a clinical trial;
- Drugs, items, devices, and services required solely for the provision of an investigational drug, item, device, or service;
- Drugs, items, devices, and services required for the clinically appropriate monitoring of the investigational drug, item, device, or service;
- Drugs, items, devices, and services provided for the prevention of complications arising from the provision of the investigational drug, item, device, or service;

## MEDICAL AND HOSPITAL BENEFITS

- Drugs, items, devices, and services needed for the reasonable and necessary care arising from the provision of the investigational drug, item, device, or service, including diagnosis and treatment of complications.

Cost sharing (co-payments, coinsurance, and deductibles) for routine patient care costs will be the same as that applied to the same services not delivered in a clinical trial, except that the *participating provider* cost sharing and Out-of-Pocket Amount will apply if the clinical trial is not offered or available through a *participating provider*.

An “approved clinical trial” is a phase I, phase II, phase III, or phase IV clinical trial that studies the prevention, detection, or treatment of cancer or another life-threatening disease or condition. The term “life-threatening disease or condition” means a disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

Coverage is limited to the following clinical trials:

1. Federally funded trials approved or funded by one or more of the following:
  - a. The National Institutes of Health,
  - b. The Centers for Disease Control and Prevention,
  - c. The Agency for Health Care Research and Quality,
  - d. The Centers for Medicare and Medicaid Services,
  - e. A cooperative group or center of any of the four entities listed above or the Department of Defense or the Department of Veterans Affairs,
  - f. A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants, or
  - g. Any of the following departments if the study or investigation has been reviewed and approved through a system of peer review that the Secretary of Health and Human Services determines (1) to be comparable to the system of peer review of investigations and studies used by the National Institutes of Health, and (2) assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review:
    - i. The Department of Veterans Affairs,
    - ii. The Department of Defense, or
    - iii. The Department of Energy.
  - h. Studies or investigations done as part of an investigational new Drug application reviewed by the FDA.
  - i. Studies or investigations done for Drug trials that are exempt from the investigational new Drug application.

Participation in such clinical trials must be recommended by your Health Professional after determining participation has a meaningful potential to benefit the Member. All requests for clinical trials services, including requests that are not part of approved clinical trials, will be reviewed according to the Plan’s Clinical Coverage Guidelines, related policies and procedures.

If one or more Participating Providers are conducting an approved clinical trial, your Plan may require you to use a Participating Provider to utilize or maximize your benefits if the Participating Provider accepts you as a clinical trial participant. It may also require that an approved clinical trial be located in California, unless the clinical trial is not offered or available through a Participating Provider in California.

## MEDICAL AND HOSPITAL BENEFITS

Routine patient costs do not include costs associated with:

1. The investigational item, device, or service.
2. Any item or service provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the patient.
3. Any service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
4. Any item, device, or service that is paid for by the sponsor of the trial or is customarily provided by the sponsor free of charge for any enrollee in the trial.

**Note:** You will pay for costs of services that are not covered.

### **Colonoscopy Services**

#### ***Physician Office Visits***

#### ***Preventive Care***

100% PPO and Out-of-Area  
60% Non-PPO

Preventive Services received from Preferred Providers are not subject to the Calendar Year Deductible. Preventive Services received from Non-Preferred Providers are subject to the Calendar Year Deductible but NOT the Maximum Calendar Year Medical Financial Responsibility limits.

For purposes of this benefit, "preventive care" means Physician visits and medical services related to a colonoscopy when billed with a preventive care diagnosis code. For example:

- A routine colonoscopy screening for colon cancer.

#### ***Diagnostic Care***

90% PPO and Out-of-Area  
60% Non-PPO

Diagnostic care means Physician visits and medical services related to a colonoscopy when billed with a diagnostic care diagnosis code. For example:

- Follow-up colonoscopy after abnormal results or cancer treatment.

#### ***Anesthesia Services***

100% Preventive Care, PPO and Out-of-Area  
80% Diagnostic Care, PPO and Out-of-Area  
60% Non-PPO

#### ***Intravenous conscious sedation***

There is no Deductible, Copayment, or Coinsurance for Medically Necessary intravenous conscious sedation provided by a Preferred Provider practitioner during a colonoscopy when performed in connection with a preventive colonoscopy; however, the Deductible, Copayment, or Coinsurance for Medically Necessary intravenous conscious sedation will apply for diagnostic care.

## MEDICAL AND HOSPITAL BENEFITS

### **Monitored Anesthesia**

Prior authorization is required for any anesthesia services provided by an anesthesiologist. Anesthesia that is not authorized as Medically Necessary is not a covered benefit for preventive or diagnostic care. Your Physician can obtain prior authorization by calling the Review Center at 1-800-451-6780; he or she should allow up to five days for the request to be processed. Members should verify prior authorization by calling Member Services at 1-877-737-7776. If prior authorization has been obtained for diagnostic care, coverage for monitored anesthesia will be subject to the Deductible and Copayment/Coinsurance of the Plan.

Preventive Services received from Preferred Providers are not subject to the Calendar Year Deductible. Preventive Services received from Non-Preferred Providers are subject to the Calendar Year Deductible; however, it is NOT subject to the Maximum Calendar Year Medical Financial Responsibility limits.

### **Facility Services**

#### **Ambulatory Surgery Centers**

100% Preventive Care, PPO and Out-of-area  
90% Diagnostic Care, PPO and Out-of-Area  
60% Non-PPO

Preventive Care Services are not subject to the Calendar Year Deductible.

Diagnostic colonoscopy services are subject to the Maximum Calendar Year Medical Financial Responsibility limits; however, services received from Non-Preferred Providers have no Coinsurance limits.

Colonoscopy services are considered routine services and can be performed safely at an Ambulatory Surgery Center. If this routine procedure is performed in an Ambulatory Surgery Center (as defined on page 112), benefits will be paid according to the Plan (see Ambulatory Surgery Centers on pages 36-37.)

Anthem Blue Cross has a network of Ambulatory Surgery Centers that routinely provide this service generally within the maximum benefit of \$1,500. No benefit limitation will apply when procedure is performed at an Ambulatory Surgery Center that is a Preferred Provider. Please contact Member Services and/or visit [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) to verify that the facility is listed as a preferred Ambulatory Surgery Center in Anthem Blue Cross' network.

#### **Outpatient Hospital**

90% PPO and Out-of-Area  
60% Non-PPO

Preventive Care Services are not subject to the Calendar Year Deductible; however, the \$1,500 benefit maximum will apply to Preventive Care Services received at an Outpatient Hospital Setting. The Member will be responsible for all charges in excess of the benefit maximum.

Diagnostic colonoscopy services are subject to the Maximum Calendar Year Medical Financial Responsibility limits; however, services received from Non-Preferred Providers have no Coinsurance limits.

If this routine service is provided in an Outpatient Hospital Setting (as defined on page 117), whether a preventive or diagnostic service, the Allowable Amount for colonoscopy services is limited **to a maximum of \$1,500** per procedure.

Examples for an exception to allow routine colonoscopy services to be performed in an Outpatient Hospital include the following reasons:

- Patient safety; or
- If there is no preferred Ambulatory Surgery Center provider within a 30 mile radius of the Member's home.

The Member should consult their Physician and contact Member Services for instructions on how to receive an exception.

## MEDICAL AND HOSPITAL BENEFITS

### Diabetes Self-Management Education Program

\$20 Copayment, PPO (not a Specialist) and Out-of-Area

\$35 Copayment, PPO (Specialist)

60% Non-PPO

There is a \$20 Copayment for the Preferred Provider who is not a Specialist. There is a \$35 Copayment for the Preferred Provider who is a Specialist.

Benefits are provided for patients enrolled in a diabetes education program for:

- The charges of a day care center for diabetes self-management education;
- The services of a Physician or other Health Professional who is knowledgeable about the treatment of diabetes, such as a registered nurse, registered pharmacist and registered dietitian, provided that charges for such services do not duplicate those charged by a day care center.

A covered "diabetic education program" (1) is designed to educate a Member who is a patient and their Family Members about the disease process and the daily management of diabetic therapy; (2) 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 (3) is supervised by a Physician.

Members may also elect to participate in ConditionCare for diabetes. See the front of this Evidence of Coverage for additional information on ConditionCare.

### Diagnostic X-Ray and Laboratory

90% PPO and Out-of-Area

60% Non-PPO

Outpatient services from all providers, including diagnostic X-rays, diagnostic examinations, clinical laboratory services, and Pap tests or mammograms for treatment of illness.

#### Advanced Imaging Procedures

Precertification is required for advanced imaging procedures including, but not limited to, MRI, CAT scan, PET scan, MRS scan, MRA scan, Echocardiography, and Nuclear Cardiac Imaging. You may call Member Services at 1-877-737-7776 to find out if an imaging procedure requires Precertification of Medical Necessity. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits. This Precertification requirement does not apply to services received outside of California; however, any service provided outside of California is still subject to review for Medical Necessity.

### Durable Medical Equipment

*Home Medical Equipment and Prosthetic Appliances*

90% PPO and Out-of-Area

60% Non-PPO

The purchase of Durable Medical Equipment priced at \$1,000 or more must be precertified by the Review Center no later than 3 business days **prior** to purchase of the equipment. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Rental or purchase, including repair and maintenance, of standard Outpatient Prosthetic Appliances (defined on page 119).

Examples of Prosthetic Appliances include:

- Artificial limbs and eyes and their fitting.

## MEDICAL AND HOSPITAL BENEFITS

- Surgically implantable hearing devices (e.g., cochlear implants and bone-anchored hearing aid), when Medically Necessary in accordance with Anthem Blue Cross Medical Policy, and related follow-up services.
- One Medically Necessary scalp hair prosthesis each Calendar Year, worn for hair loss caused by alopecia areata, alopecia totalis, or alopecia medicamentosa, resulting from the treatment of any form of cancer or leukemia. Benefits are limited to one prosthetic each year up to a maximum payment of \$350 per Member.
- Custom molded and cast shoe inserts, limited to one pair per Calendar Year. Orthopedic braces, including shoes only when permanently attached to such braces.

Rental or purchase of dialysis equipment and dialysis supplies. Rental or purchase of other Durable Medical Equipment (defined on page 114) 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.

Examples of Durable Medical Equipment include crutches, Wheelchairs and Hospital beds. Lancets and lancing devices are covered for the purpose of self-administration of blood tests to monitor a covered condition (e.g., checking blood glucose level for self-management of diabetes). Augmentative and alternative communication and speech generating devices and systems are a benefit only when Medically Necessary in accordance with Anthem Blue Cross Medical Policy.

The Plan may cover either rental charges, up to the purchase price, or the actual purchase price. Anthem Blue Cross will determine whether the Member is to purchase or continue to rent the equipment. If purchase is required, the Member will be notified to initiate the purchase of Durable Medical Equipment by the Plan. After notification, the Plan will discontinue rental authorization. Contact Anthem Blue Cross to verify if the requested equipment is covered as a rental or a purchase prior to obtaining the equipment.

Prosthetic and Durable Medical Equipment replacement and repairs resulting from loss, misuse, abuse and/or accidental damage are not a covered benefit of the Plan.

Benefits for Durable Medical Equipment are subject to Medical Necessity reviews. Refer to page 76 for Benefit Limitations, Exceptions and Exclusions related to this benefit.

### Emergency Care Services

90% PPO, Out-of-Area or Non-PPO

A \$50 emergency room Deductible applies for covered emergency room charges unless admitted to the Hospital for Outpatient medical observation or on an Inpatient basis. If admitted to the Hospital for Outpatient medical observation or on an Inpatient basis, the emergency room Deductible is waived, and the \$250 hospital admission Deductible applies. Note: these additional Deductibles apply toward the Maximum Calendar Year Medical Financial Responsibility.

For Inpatient Hospital services, the Review Center must be notified within 24 hours or by the end of the first business day following admission, whichever is later. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Services in a Physician's office, Outpatient facility or an emergency room of a Hospital are covered when required for a sudden, serious, and unexpected acute illness, injury, or condition (including without limitation sudden and unexpected severe pain), or a Psychiatric Emergency Medical Condition, which the Member reasonably perceives, could permanently endanger their health if medical treatment is not received immediately. This benefit includes emergency room Physician visits. Emergency care services are determined as Medically Necessary in accordance with Anthem Blue Cross Medical Policy.

## MEDICAL AND HOSPITAL BENEFITS

Benefits are also provided for emergency maternity admissions if due to unexpected “premature” delivery. A premature delivery is one that occurs prior to the 8th month of pregnancy.

Only Physician charges shall be payable for non-emergency services received in an emergency room of a Hospital. Emergency room facility charges for non-emergency services are not covered. The reimbursement level for Physician or other charges will be based on the Preferred or Non-Preferred status of the provider and benefits are payable as described under Physician Services on pages 56.

If a patient is in a Non-Preferred Hospital, Emergency Care Services benefits shall be payable until the patient’s medical condition permits transfer or travel to a Preferred Hospital. If the patient does not wish to transfer to a Preferred Hospital, reimbursement shall be payable at the Non-Preferred level for all subsequent charges.

For services to be covered under the emergency care services benefit, they must be billed with an emergency code.

### Family Planning

90% PPO and Out-of-Area  
60% Non-PPO

Services for voluntary sterilization, including tubal ligation and vasectomy, and abortions are covered. Office visits for contraceptive management, including services of a Physician in connection with the prescribing and fitting of contraceptive diaphragms or injectable Drugs for birth control administered during the office visit and supplied by the Physician, are covered. Oral contraceptives are covered under the Outpatient Prescription Drug Program. Infertility services, including Drugs for treating infertility, are not covered, except as specifically provided under the Infertility Services benefit on page 52. Abortion services are covered for all pregnant persons including, but not limited to, transgender individuals.

Note: For services that meet the “Women’s Preventive Services Guidelines” of the Health Resources and Services Administration (HRSA), benefits will be provided under the Preventive Care benefit. See Preventive Care on pages 56-57 for more information. Intra-uterine devices (IUDs) and time-released subdermal implants for birth control that are administered in a Physician’s office are covered.

Refer to pages 76-81 for Benefit Limitations, Exceptions and Exclusions of this benefit.

### Hearing Aid Services

90% PPO and Out-of-Area  
60% Non-PPO

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.
2. Hearing aids (monaural or binaural), including ear mold(s), 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(s).

**Benefits are limited to a maximum payment of \$1,000 per Member once every 36 months.** The Plan provides payment of up to \$1,000 regardless of the number of hearing aids purchased. Hearing aids are covered at 100% in both ears every 36 months when medically necessary to prevent or treat speech and language development delay due to hearing loss. Refer to page 76 for Benefit Limitations, Exceptions and Exclusions of this benefit.

Surgically implanted hearing devices (e.g., cochlear implants and bone-anchored hearing aid) are not covered under this Hearing Aid Services benefit but may be covered under the Plan benefits for Prosthetic Appliances described under the Durable Medical Equipment benefit on pages 45-46.

## MEDICAL AND HOSPITAL BENEFITS

### Hip and Knee Joint Replacement Surgery

90% PPO and Out-of-Area

60% Non-PPO

The benefit maximum for Inpatient services provided for hip and knee joint replacement is \$35,000 per procedure. Only the claim submitted by the Hospital is subject to the benefit maximum. Anthem Blue Cross has developed a list of Value Based Purchasing Design (see the definition on page 122) Hospitals that routinely provide this service below this threshold. Please contact Member Services and/or visit [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) to verify that the Hospital qualifies under the Hip and Knee Joint Replacement for Value Based Purchasing Design and will provide services within this limitation.

Benefits are provided for Inpatient services for Medically Necessary routine hip and knee joint replacement surgery.

Precertification from the Review Center must be obtained as soon as possible, but no later than 3 business days prior to the commencement of services. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

### Home Health Care

90% PPO and Out-of-Area

60% Non-PPO

Medically Necessary Skilled Care for continued treatment of an injury or illness furnished by a Home Health Agency is covered if the Member is Homebound, for up to **100 visits** per Calendar Year.

A Treatment Plan must be submitted in writing to the Review Center for Precertification. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage may result in increased Member costs and/or denial of benefits (see page 30).

A Physician must order the home health care and renew the order at least once every 30 days. Providers in California must be California-licensed Home Health Agencies. Other out-of-state providers must be recognized as home health care providers under Medicare.

Benefits are available for covered services performed by a Home Health Agency or other provider in your home. A visit is defined as 4 hours or less of covered services and Medically Necessary supplies provided by one of the following providers:

- a. A registered nurse or licensed vocational nurse under the supervision of a registered nurse or a Physician;
- b. A licensed therapist for physical, occupational, speech, or respiratory therapy;
- c. A medical social service worker; or
- d. A certified Home Health Aide employed by (or under arrangement with) a Home Health Agency. A certified Home Health Aide is covered only if you are also receiving the services of a registered nurse or licensed therapist employed by the same organization and the registered nurse is supervising the services. Custodial Care is not covered.
- e. When approved by the Review Center, other providers whose duties have been assigned and supervised by a professional nurse on the staff of the provider's organization.

When available in your area, benefits are also available for Intensive In-Home Behavioral Health Programs. These do not require confinement to the home. These services are described in the Mental Health Benefit.

#### Notes:

- Speech, physical and occupational therapies provided in the home are covered under the Outpatient or Out-of-Hospital Therapies benefit and subject to the limitations specified in the benefit description on pages 51-52.
- Skilled nursing visits related to covered Home Infusion Therapy described below are included under these Home Health Care benefits and will be counted against the 100 home health care visits per Calendar Year.

## MEDICAL AND HOSPITAL BENEFITS

### Home Infusion Therapy

90% PPO and Out-of-Area  
60% Non-PPO

Services and Medications must be precertified by the Review Center as soon as possible. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage may result in increased Member costs and/or denial of benefits (see page 30).

The following services and supplies when provided by a Home Infusion Therapy provider in your home for the intravenous administration of your total daily nutritional intake or fluid requirements, Medication related to illness or injury, chemotherapy, antibiotic therapy, aerosol therapy, tocolytic therapy, special therapy, intravenous hydration, or pain management:

1. Medication, ancillary medical supplies and supply delivery, (not to exceed a 14-day supply); however, Medication which is delivered but not administered is not covered;
2. Pharmacy compounding and dispensing services (including Pharmacy support) for intravenous solutions and Medications;
3. Hospital and home clinical visits related to the administration of infusion therapy, including skilled nursing services including those provided for: (a) patient or alternative caregiver training; and (b) visits to monitor the therapy;
4. Rental and purchase charges for Durable Medical Equipment; maintenance and repair charges for such equipment;
5. Laboratory services to monitor the patient's response to therapy regimen.

Skilled nursing visits, including skilled nursing visits in association with Home Infusion Therapy services are included under the Home Health Care benefit. See the Home Health Care benefit description on the previous page.

### Hospice Care

90% in or Out-of-Area

To be eligible for Hospice Care benefits, charges must be incurred during a "benefit period" or period of bereavement which commences while the family unit is covered under PERS Platinum. Such charges must be made by, or under the direction of, a hospice program and incurred for a patient who is terminally ill, for which the prognosis of life expectancy is one year or less, as certified by his or her treating Physician.

A benefit period begins on the date that the treating Physician certifies that the patient is terminally ill and ends 90 days after it began or on the date of the patient's death, whichever comes first. If the benefit period ends before the death of the patient, a new benefit period may begin if the treating Physician certifies that the patient is still terminally ill. A period of bereavement begins on the date of the patient's death and ends 90 days after it began even though coverage under PERS Platinum may have ended on the date of death.

Covered services are provided, under the direction of the treating Physician, as follows:

- Interdisciplinary team care with the development and maintenance of an appropriate plan of care;
- Full-time, part-time or intermittent skilled nursing service provided by a registered nurse or licensed vocational nurse in the home or in a hospice facility;
- Part-time or intermittent home health services that provide supportive care in the home or in a hospice facility;
- Homemaking services for the patient at the place of residence;

## MEDICAL AND HOSPITAL BENEFITS

- Social services and counseling services provided by a qualified social worker;
- Dietary and nutritional guidance. Nutritional support such as intravenous feeding or hyperalimentation;
- Physical Therapy, Occupational Therapy, Speech Therapy, and respiratory therapy provided by a licensed therapist;
- Volunteer services provided by trained hospice volunteers under the direction of a hospice staff member;
- Pharmaceuticals, medical equipment, and supplies necessary for the management of your condition. Oxygen and related respiratory therapy supplies;
- Counseling for the patient and family. Family counseling includes no more than 2 visits of bereavement counseling, up to 90 days following the patient's death;
- Up to 5 days of Inpatient Hospital care for the patient (Respite Care);
- Palliative care which is appropriate for the illness. Palliative care is care that controls pain and relieves symptoms but is not intended to cure the illness.

### Hospital Benefits

90% PPO and Out-of-Area

60% Non-PPO

All non-emergency hospitalizations and acute Inpatient Rehabilitation require Precertification by the Review Center as soon as possible, but no later than 3 business days before services are provided (except for maternity care and admissions for mastectomy or lymph node dissection). Certain Outpatient procedures, services and surgeries also require Precertification by the Review Center. Precertification is required no later than 3 business days prior to the start of services listed under Services Requiring Precertification on page 69. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits. For information on benefits for Hospital services related to Emergency Care Services, refer to pages 46-47.

Note: Whenever possible, you should request that all of your care be provided by Preferred Providers upon entering a Preferred Hospital or Outpatient Hospital Setting. For example, you may be admitted to a Preferred Hospital or Outpatient Hospital Setting and some Physicians, such as anesthesiologists, radiologists and pathologists, on the Hospital's staff are Non-Preferred Providers.

#### ***Inpatient Services***

Subject to a Hospital admission Deductible for each admission which applies toward the Maximum Calendar Year Medical Financial Responsibility limits, but which does not apply toward the Calendar Year Deductible limit. Services received from Non-Preferred Providers have no Coinsurance limits.

Hospital benefits for Inpatient services are subject to the Maximum Calendar Year Medical Financial Responsibility limits; however, services received from Non-Preferred Providers have no Coinsurance limits.

Medically Necessary accommodations in a semi-private room and all Medically Necessary ancillary services, supplies, unreplaced blood and Take-Home Prescription Drugs, up to a 3-day supply. Covered benefits will not include charges in excess of the Hospital's prevailing semi-private room rate unless your Physician orders, and Anthem Blue Cross authorizes, a private room as Medically Necessary.

#### ***Outpatient Services***

Hospital benefits for Outpatient services are subject to the Maximum Calendar Year Medical Financial Responsibility limits; however, services received from Non-Preferred Providers have no Coinsurance limits.

Outpatient services and supplies provided by a Hospital, including Outpatient surgery. Medically Necessary diagnostic, therapeutic and/or surgical services performed at a Hospital or Outpatient facility, including, but not necessarily limited to, kidney dialysis, chemotherapy, and radiation therapy.

## MEDICAL AND HOSPITAL BENEFITS

The following are considered routine services and can be performed safely at an Ambulatory Surgery Center. If these routine procedures are performed in an Ambulatory Surgery Center (as defined on page 112), benefits will be paid according to the Plan (see Ambulatory Surgery Centers on pages 36-37).

Upper gastrointestinal endoscopy	Tonsillectomy and/or adenoidectomy (for Members under age 12)
Upper gastrointestinal endoscopy (with biopsy)	Lithotripsy - fragmenting of kidney stones
Laparoscopic gall bladder removal	Hernia inguinal repair (Member over age 5, non-laparoscopic)
Hysteroscopy uterine tissue sample (with biopsy, with or without dilation and curettage)	Esophagoscopy
Nasal/sinus corrective surgery - septoplasty	Repair of laparoscopic inguinal hernia
Nasal/sinus - submucous resection inferior turbinate	Sigmoidoscopy services

Anthem Blue Cross has a network of Ambulatory Surgery Centers that generally provide these services within the maximum benefit amount. No benefit limitation will apply when procedure is performed at an Ambulatory Surgery Center that is a Preferred Provider. Please contact Member Services and/or visit [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers) to verify that the facility is listed as a preferred Ambulatory Surgery Center in Anthem Blue Cross' network.

If these routine services are provided in an Outpatient Hospital Setting, without an approved exception form, the following maximums will apply:

- Colonoscopy services are limited to a **maximum payment of \$1,500** per procedure (see Colonoscopy Services on pages 43-44).
- Cataract surgery services are limited to a **maximum payment of \$2,000** per procedure (see Cataract Surgery on page 40).
- Arthroscopy services are limited to a **maximum payment of \$6,000** per procedure (see Arthroscopy Services on page 37).
- Services for upper gastrointestinal endoscopy with biopsy are limited to a **maximum payment of \$2,000** per procedure.
- Laparoscopic gall bladder removal services are limited to a **maximum payment of \$5,000** per procedure.
- Upper gastrointestinal endoscopy services are limited to a **maximum payment of \$1,500** per procedure.
- Services for hysteroscopy uterine tissue sample (with biopsy, with or without dilation and curettage) are limited to a **maximum payment of \$3,500** per procedure.
- Nasal/Sinus - submucous resection inferior turbinate services are limited to a **maximum payment of \$3,000** per procedure.
- Tonsillectomy and/or adenoidectomy services, for a Member under age 12, are limited to a **maximum payment of \$3,000** per procedure.
- Services for nasal/sinus - corrective surgery - septoplasty are limited to a **maximum payment of \$3,500** per procedure.
- Services for lithotripsy - fragmenting of kidney stones are limited to a **maximum payment of \$7,000** per procedure.

## MEDICAL AND HOSPITAL BENEFITS

- Hernia inguinal repair (Members over age 5, non-laparoscopic) services are limited to a **maximum payment of \$4,000** per procedure.
- Esophagoscopy services are limited to a **maximum payment of \$2,000** per procedure.
- Services for repair of laparoscopic inguinal hernia are limited to a **maximum payment of \$5,500** per procedure.
- Sigmoidoscopy services are limited to a **maximum payment of \$1,000** per procedure.

Examples for an exception to the services listed above to be performed in an Outpatient Hospital include the following reasons:

- Patient safety; or
- If there is no preferred Ambulatory Surgery Center provider within a 30 mile radius of the Member's home.

The Member should consult their Physician and contact Member Services for instructions on how to receive an exception.

### Infertility Services

50% PPO and Out-of-Area\*  
50% Non-PPO

The following services are covered for Medically Necessary infertility services, provided you are under the direct care and treatment of a Physician:

- Diagnosis and testing for infertility.
- Treatment of infertility, except for in-vitro fertilization, ovum transplant, gamete intrafallopian transfer (GIFT) and zygote intrafallopian transfer (ZIFT) procedures. These services are not covered.

**\*Note:** The **50%** copayment made for infertility services will not be applied to the Maximum Calendar Year Coinsurance Responsibility for Preferred Provider (PPO) Services.

### Maternity Care

90% PPO and Out-of-Area  
60% Non-PPO

Medically Necessary Physician, Registered Nurse Midwife and Hospital services relating to prenatal and postnatal care and complications of pregnancy. Physician and Hospital services for routine care for the first 30 days, including nursery care, examination of the newborn and circumcision of the newborn, if the child's natural mother is an enrolled Employee, or an enrolled Annuitant or Family Member. Physician and Hospital services provided for a newborn beyond routine care will be under the newborn's Plan and subject to a separate Calendar Year Deductible and any other applicable Deductibles, Copayments and Coinsurance as provided under the newborn's Plan.

An Alternative Birthing Center may be used instead of hospitalization.

Under the Newborns' and Mothers' Health Protection Act of 1996, the Plan may not limit length of Stay to less than 48 hours for normal vaginal delivery or 96 hours for Cesarean section delivery. Any earlier discharge of a mother and her newborn child from the Hospital must be made by the attending provider in consultation with the mother.

Refer to page 47 for emergency maternity admissions.

## MEDICAL AND HOSPITAL BENEFITS

### Mental Health Benefits

#### ***Inpatient Care***

90% PPO and Out-of-Area  
60% Non-PPO

Subject to a Hospital admission Deductible for each admission which applies toward the Maximum Calendar Year Medical Financial Responsibility limits, but which does not apply toward the Calendar Year Deductible limit. Services received from Non-Preferred Providers have no Coinsurance limits.

Precertification from the Review Center must be obtained 3 business days before admission, or within 24 hours or by the end of the first business day following an emergency admission, whichever is later. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Benefits are provided for overnight stays for Hospital, Residential Treatment Facility (such as Residential Treatment Centers), and Physician services that are Medically Necessary, regardless of concurrent substance use disorder diagnoses.

Note: Whenever possible, you should request that all of your care be provided by Preferred Providers upon entering a Preferred Hospital or Outpatient Hospital Setting. For example, you may be admitted to a Preferred Hospital or Outpatient Hospital Setting and some Physicians, such as anesthesiologists, radiologists and pathologists, on the Hospital's staff are Non-Preferred Providers.

Refer to pages 76-82 for Benefit Limitations, Exceptions and Exclusions of this benefit.

#### ***Outpatient Care (Facility-Based)***

90% PPO and Out-of-Area  
60% Non-PPO

All covered Outpatient facility-based non-overnight care provided by a Residential Treatment Facility, Intensive Outpatient Program, or Day/Partial Hospitalization Program must be precertified by the Review Center at least 3 business days before services are provided. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33 and/or denial of benefits. For information on Precertification, refer to page 69.

For benefits to be payable, the provider must be a currently licensed Physician or mental Health Professional.

Coverage is provided for Medically Necessary facility-based treatment through non-overnight stays (such as Intensive Outpatient Programs and Day/Partial Hospitalizations). Custodial Care and educational programs are not covered.

Refer to pages 76-82 for Benefit Limitations, Exceptions and Exclusions of this benefit.

#### ***Outpatient Care (Physician Office Visits, Physician Outpatient Hospital Visits, and Physician Urgent Care Visits)***

\$20 Copayment, PPO and Out-of-Area  
60% Non-PPO

Includes:

- Individual and group sessions
- Physician/psychiatrist visits for mental health Medication management
- Physician/psychiatrist Outpatient consultations

There is a \$20 Copayment applies for each office visit to a Preferred Provider Physician. Other Physician services rendered during an office visit, Outpatient Hospital visit, or Urgent Care visit are paid at 90% of the Allowable Amount.

## MEDICAL AND HOSPITAL BENEFITS

The \$20 Copayment applies to non-emergency Physician services received in the emergency room of a Hospital. This Copayment applies to the charge for the Physician visit only.

For benefits to be payable, the provider must be a currently licensed Physician or mental Health Professional.

When available in your area, benefits are also available for In-Home Behavioral Health Programs.

Coverage is provided for Medically Necessary mental health treatment. Custodial Care and educational programs are not covered.

Refer to pages 76-82 for Benefit Limitations, Exceptions and Exclusions of this benefit.

### Online Visits

\$20 Copayment, PPO  
60% Non-PPO

PPO coverage will include visits from a LiveHealth Online (LHO) Provider. You can access LHO by logging into livehealthonline.com or download the free LiveHealth Online app to your mobile device. Covered services will include consultations using the internet via webcam, voice or chat therapy. Online visits are covered under plan benefits for office visits to physicians.

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

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

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

### Outpatient or Out-of-Hospital Therapies

#### ***Cardiac Rehabilitation***

90% PPO and Out-of-Area  
60% Non-PPO

Outpatient cardiac Rehabilitation is primarily a monitored exercise treatment program design to strengthen the heart muscle, increase cardiac efficiency, or decrease the frequency of arrhythmia or angina. The cardiac Rehabilitation program is designed to help cardiac patients change their overall lifestyle so that health risks are decreased. Outpatient cardiac Rehabilitation is eligible for benefits only when prescribed by a Physician for the prevention or treatment of heart disease. Upon referral of a Physician, Medically Necessary services are covered to a maximum of 40 visits per Calendar Year when provided by licensed personnel in a formal cardiac Rehabilitation program. Outpatient cardiac Rehabilitation services do not include cardiac care services (see Cardiac Care on page 39) or any services in connection with a heart transplant (see Transplant Benefits on pages 62-64).

#### ***Physical Therapy and Occupational Therapy***

90% PPO and Out-of-Area (Physical Therapy)  
60% Non-PPO (Physical Therapy)  
90% in or Out-of-Area (Occupational Therapy)

Upon referral by a Physician, Medically Necessary services are covered when rendered by a licensed physical therapist or a licensed occupational therapist for the treatment of an Acute Condition.

## MEDICAL AND HOSPITAL BENEFITS

- Physical Therapy provided on an Outpatient basis for the treatment of illness or injury includes 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 physical therapists and osteopaths.)
- Occupational Therapy provided on an Outpatient basis when the ability to perform daily life tasks has been lost or reduced, or has not been developed, due to, illness or injury. It includes programs which are designed to rehabilitate mentally, physically or emotionally disabled 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 limited to no greater than 1 visit per day.

**Benefits are limited to a maximum of 24 visits per Calendar Year and no more than 1 visit per day. The Plan will pay for additional visits during a Calendar Year if you obtain Precertification from the Review Center.**

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.

Precertification from the Review Center must be obtained for additional visits beyond those provided under this benefit. Precertification is required no later than 3 business days prior to the commencement of the additional services. Contact the Review Center at 1-800-451-6780 for Precertification of additional visits. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

### ***Pulmonary Rehabilitation***

90% PPO and Out-of-Area  
60% Non-PPO

Upon referral of a Physician, Medically Necessary services are covered to a maximum of 30 visits per Calendar Year when provided by licensed personnel in a formal pulmonary Rehabilitation program.

### ***Speech Therapy***

90% PPO and Out-of-Area  
60% Non-PPO

**Subject to a maximum of 24 visits per Calendar Year. The Plan will pay for additional visits during a Calendar Year if you obtain Precertification from the Review Center.**

Precertification from the Review Center must be obtained for additional visits beyond those provided under this benefit. Precertification is required no later than 3 business days prior to the commencement of the additional services. Contact the Review Center at 1-800-451-6780 for Precertification of additional visits. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

The Plan will pay for Medically Necessary services provided by a qualified speech therapist holding a certificate of competence in clinical speech pathology with the American Speech and Hearing Association.

Speech Therapy is considered **Medically Necessary** when your Physician prescribes the Speech Therapy based on a clinical assessment and is in accordance with Anthem Blue Cross Medical Policy for Speech Therapy. Under the direction of your Physician, the speech therapist will develop a specific Speech Therapy **plan of care**. The speech therapist will provide the services as specified in that plan of care.

## MEDICAL AND HOSPITAL BENEFITS

Speech Therapy services must be documented in a **plan of care** which must be submitted with the claim. The plan of care must:

- Identify the types and frequency of treatment used;
- Be updated during ongoing therapy (indicates progress/plateau toward goal); and
- Be re-evaluated quarterly by your Physician.

Refer to pages 80 for Benefit Limitations, Exceptions and Exclusions related to this benefit.

### Physician Services

#### ***Physician Office Visits, Physician Outpatient Hospital Visits, and Physician Urgent Care Visits***

\$20 Copayment, PPO (not a Specialist) and Out-of-Area (Office Visits)

\$35 Copayment, PPO (Specialist or Urgent Care)

60% Non-PPO

There is a \$20 or \$35 Copayment for the visit portion of the Physician's bill. Other Physician services rendered during an office visit, Outpatient Hospital visit, or Urgent Care visit are paid at 90% of the Allowable Amount (see Other Physician Services below).

The \$20 or \$35 Copayment applies to non-emergency Physician services received in the emergency room of a Hospital. This Copayment applies to the charge for the Physician visit only.

#### ***Other Physician Services***

90% PPO and Out-of-Area

60% Non-PPO

Physician services received during an office visit (e.g., lab work or stitching a wound) are subject to the Maximum Calendar Year Medical Financial Responsibility limits. This includes any separate facility charge by an affiliated Hospital for a covered office visit to a Physician.

Services received from a Non-Preferred Provider have no Coinsurance limits.

**NOTE:** Visits and consultations by an ophthalmologist for an active illness are covered under the Physician Services benefit described above. Routine foot care, such as toenail trimming, is covered when provided during a covered Physician office visit in conjunction with treatment of diabetic or circulatory disorders of the lower limbs. Physician visits determined to be Emergency Care Services and received in an emergency room are covered under the Emergency Care Services benefit (as described on pages 46-47). Physician services related to mental health or substance use disorders are covered under the Mental Health or Substance Use Disorder benefit, respectively. Physician services related to surgery are covered under Hospital Benefits. Services related to chiropractic care are covered under the Chiropractic and Acupuncture benefit.

Prior Authorization is required for certain Drugs that are dispensed and administered in a Physician's office.

### Preventive Care

100% PPO and Out-of-Area

60% Non-PPO

Services received from Preferred Providers are not subject to the Calendar Year Deductible. However, the benefit maximum will apply to preventive care for arthroscopy, cataract and colonoscopy services received at an Outpatient Hospital Setting. The Member will be responsible for all charges in excess of the benefit maximum for these services. For services to be covered under the Preventive Care benefit, they must be billed with a preventive code.

Services received from Non-Preferred Providers have no Coinsurance limits.

## MEDICAL AND HOSPITAL BENEFITS

Preventive care includes screenings and other services for adults and children. All recommended preventive services will be covered as required by the Affordable Care Act (ACA) and applicable state law.

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 Plan.
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, 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, including screenings for preexposure prophylaxis (PrEP) for prevention of HIV infection.

Home test kits for sexually transmitted diseases (STD), including any laboratory costs of processing the kits.

- Must be deemed Medically Necessary or appropriate and ordered directly by a clinician or furnished through a standing order for patient use based on clinical guidelines and individual patient health needs, when ordered by an In-Network Provider; and
  - Must be a product used for a test recommended by the federal Centers for Disease Control and Prevention guidelines or the United States Preventive Services Task Force that has been CLIA waived, FDA cleared or approved, or developed by a laboratory in accordance with established regulations and quality standards, to allow individuals to self-collect specimens for STDs, including HIV, remotely at a location outside of a clinical setting.
6. Counseling and risk factor reduction intervention services for sexually transmitted infections, HIV, contraception, tobacco use, smoking cessation and tobacco use-related diseases.
  7. Additional preventive care and screening for women provided for in the guidelines supported by the HRSA, 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, as well as other contraceptive medications such as 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 Drugs, devices and other products identified in the FDA's Birth Control Guide will be covered as preventive care under this section. If there is only one form of contraception in a given method, or if a form of contraception is deemed not medically advisable by a Physician, the prescribed FDA-approved form of contraception will be covered as preventive care under this section.

In order to be covered as preventive care, contraceptive Prescription Drugs must be either generic oral contraceptives or brand name Drugs\*. Brand name drugs will be covered as Preventive Care Services when Medically Necessary according to your attending Physician, otherwise they will be covered under your Plan's Prescription Drug benefits. In addition, sterilization procedures and patient education and counseling for all women with reproductive capacity are covered.

\* If a Member's attending Provider recommends a particular service or FDA-approved item based on a determination of Medical Necessity with respect to that Member, the service or item is covered at 100% if using a Preferred Provider.

## MEDICAL AND HOSPITAL BENEFITS

- b. Gestational diabetes screening.
  - c. 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, or those supported by the HRSA will be covered with no Copayment and will not apply to the Calendar Year Deductible.

You may call Member Services at 1-877-737-7776 for additional information about these services. You may also view the federal government's websites:

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

<http://www.ahrq.gov>

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

This benefit does apply to screenings. For example:

- A routine mammogram screening for breast cancer.

This benefit does not apply to treatment or follow-up testing. For example:

- Follow-up mammogram after abnormal results or cancer treatment.

Prior to receiving the indicated services, please discuss with your Physician regarding the nature of the tests and procedures.

For colonoscopy benefit, refer to the Colonoscopy Services on pages 43-44.

### Reconstructive Surgery

90% PPO and Out-of-Area

60% Non-PPO

Precertification from the Review Center must be obtained as soon as possible, but no later than 3 business days before the start of services. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Hospital and Physician services provided in connection with Reconstructive Surgery performed to correct deformities caused by congenital or developmental abnormalities, illness, or injury for the purpose of improving bodily function or symptomatology or creating a normal appearance. However, dental surgery, including dental implants (materials implanted into or on bone or soft tissue), is not covered even if related to Emergency Care Services or treatment of injury, except as specifically provided under the Cleft Palate benefit on page 41. Services must commence within 90 days from the date on which the injury was sustained or within 90 days of the date treatment was first medically appropriate.

Reconstructive Surgery performed to restore symmetry following a mastectomy for documented medical pathology, such as cancer, is covered. Prosthetic Devices and services provided in connection with a mastectomy are a benefit regardless of when the mastectomy was performed. Benefits are also payable for Medically Necessary services provided in connection with complications arising from Reconstructive Surgery.

**Benefits are not payable for services provided in connection with complications arising from a non-authorized or Cosmetic Procedure.**

## MEDICAL AND HOSPITAL BENEFITS

### Retail Health Clinic

\$20 Copayment, PPO (not a Specialist) and Out-of-Area (Office Visits)  
\$35 Copayment, PPO (Specialist)  
90% PPO and Out-of-Area (Other Services)  
60% Non-PPO

There is a \$20 or \$35 Copayment for the visit portion of the Physician's bill. Other Physician services rendered during an office visit in a Retail Health Clinic are paid at 90% of the Allowable Amount.

The \$20 or \$35 Copayment applies to services and supplies provided by Physician assistants and/or nurse practitioners who provide basic medical services in a Retail Health Clinic. This Copayment applies to the charge for the Physician visit only.

### Skilled Nursing and Rehabilitation Care

First 10 days: 90% PPO and Out-of-Area  
Next 170 days: 80% PPO and Out-of-Area  
For all Non-PPO services: 60%

Admission and services in connection with confinement in a Skilled Nursing Facility must be precertified by the Review Center as soon as possible, but no later than 3 business days before admission. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Benefits are provided for Medically Necessary confinement in a Skilled Nursing Facility, if necessary, instead of Hospital confinement, up to 180 days combined for both Preferred Providers and Non-Preferred Providers, during each Calendar Year. Room and board charges in excess of the facility's established semi-private room rate are not covered. These benefits will only be provided if services are:

1. prescribed by the patient's Physician;
2. for skilled and not Custodial Care; and
3. for the continued treatment of an injury or illness.

### Smoking Cessation Program

This Plan covers without cost-sharing: 1. Screening for tobacco use; and, 2. For those who use tobacco products, at least two tobacco cessation attempts per year. For this purpose, covering a cessation attempt includes coverage for:

- Four tobacco cessation counseling sessions of at least 10 minutes each (including telephone counseling, group counseling and individual counseling) without prior authorization; and
- All Food and Drug Administration (FDA)-approved tobacco cessation Medications (including both Prescription and over-the-counter Medications) for a 90-day treatment regimen when prescribed by a health care Provider without prior authorization.

## MEDICAL AND HOSPITAL BENEFITS

In addition to the smoking cessation attempts described in the preceding paragraph, the Plan will reimburse a Member **up to a maximum of \$100 per Calendar Year** for behavior modifying smoking cessation counseling or classes or alternative treatments, such as acupuncture or biofeedback, for the treatment of nicotine dependency or tobacco use when not covered under benefits stated elsewhere in this Evidence of Coverage. A legible copy of dated receipts for expenses must be submitted along with a claim form to Anthem Blue Cross to obtain reimbursement.

Costs associated with smoking cessation programs not covered under the Plan without cost sharing do not apply toward the Maximum Calendar Year Medical Financial Responsibility limits.

### Substance Use Disorder

#### *Inpatient Care*

90% PPO and Out-of-Area  
60% Non-PPO

Subject to a Hospital admission Deductible for each admission which applies toward the Maximum Calendar Year Medical Financial Responsibility limits, but which does not apply toward the Calendar Year Deductible limit. Services received from Non-Preferred Providers have no Coinsurance limits.

The intent of this benefit is to provide Medically Necessary treatment to stabilize acute clinical issues related to substance use disorder. Benefits are provided for Hospital and Physician services Medically Necessary for short-term medical management of detoxification or withdrawal symptoms.

Precertification from the Review Center must be obtained 3 business days before admission, or within 24 hours or by the end of the first business day following an emergency admission, whichever is later. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Benefits are provided for Hospital and Physician services Medically Necessary for short-term medical management of detoxification or withdrawal symptoms.

Note: Whenever possible, you should request that all of your care be provided by Preferred Providers upon entering a Preferred Hospital or Outpatient Hospital Setting. For example, you may be admitted to a Preferred Hospital or Outpatient Hospital Setting and some Physicians, such as anesthesiologists, radiologists and pathologists, on the Hospital's staff are Non-Preferred Providers.

Refer to pages 76-82 for Benefit Limitations, Exceptions and Exclusions related to this benefit.

#### *Outpatient Care (Facility-Based)*

90% PPO and Out-of-Area  
60% Non-PPO

For benefits to be payable, the provider must be a currently licensed Physician or mental Health Professional. All covered Outpatient facility-based non-overnight care provided by a Residential Treatment Facility, Intensive Outpatient Program, or Day/Partial Hospitalization must be precertified by the Review Center at least 3 business days before services are rendered. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits. For information on Precertification, refer to page 69.

Coverage is provided for Medically Necessary facility-based treatment through non-overnight stays (such as Intensive Outpatient Programs and Day/Partial Hospitalizations). Custodial Care and educational programs are not covered.

The intent of this benefit is to provide Medically Necessary treatment through non-overnight care to stabilize an acute substance use disorder.

## MEDICAL AND HOSPITAL BENEFITS

### ***Outpatient Care (Physician Office Visits, Physician Outpatient Hospital Visits, and Physician Urgent Care Visits)***

\$20 Copayment, PPO and Out-of-Area (Office visits)  
90% PPO and Out-of-Area (Other Services)  
60% Non-PPO

Includes:

- Individual and group sessions
- Physician/psychiatrist visits for mental health Medication management
- Physician/psychiatrist Outpatient consultations

There is a \$20 Copayment for each office visit to a Preferred Provider Physician. Other Physician services rendered during an office visit, Outpatient Hospital visit, or Urgent Care visit are paid at 90% of the Allowable Amount.

The \$20 Copayment applies to non-emergency Physician services received in the emergency room of a Hospital. This Copayment applies to the charge for the Physician visit only.

For benefits to be payable, the provider must be a currently licensed Physician or mental Health Professional.

The intent of this benefit is to provide Medically Necessary treatment through non-overnight care. Custodial Care and educational programs are not covered.

Refer to pages 76-82 for Benefit Limitations, Exceptions and Exclusions of this benefit.

## **Transgender Surgery**

### ***Inpatient Care or Outpatient Care (Facility-Based)***

80% PPO and Out-of-Area  
60% Non-PPO

### ***Outpatient Care (Physician Office Visits, Physician Outpatient Hospital Visits, and Physician Urgent Care Visits)***

\$20 Copayment, PPO (not a Specialist) and Out-of-Area  
\$35 Copayment, PPO (Specialist or Urgent Care)  
60% Non-PPO

Precertification from the Review Center must be obtained 3 business days before admission, or within 24 hours or by the end of the first business day following an emergency admission, whichever is later. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

There is a \$20 Copayment for each office visit to a Preferred Provider Physician who is not a Specialist. There is a \$35 Copayment for each office visit to a Preferred Provider Physician who is a Specialist or for Urgent Care. Other Physician services rendered during an office visit, Outpatient Hospital visit, or Urgent Care visit are paid at 80% of the Allowable Amount.

This Plan provides benefits for many of the services for transgender surgery. Not all services are eligible for payment and some are only eligible to a limited extent. Transgender surgery must be performed at a facility designated and approved by Anthem Blue Cross for the type of transgender surgery requested and must be precertified prior to being performed. Medical Necessity for transgender surgery will be assessed according to the Standards of Care of the World Professional Association for Transgender Health at <http://www.wpath.org/>.

**Charges for services that are not precertified, or which are provided in a facility other than which Anthem Blue Cross has designated and approved for the transgender surgery requested, will not be considered covered expense.**

## MEDICAL AND HOSPITAL BENEFITS

### Transplant Benefits

If you have a general question about your scheduled transplant, you may directly contact the Transplant Member Services Department at 1-888-574-7215.

#### ***Cornea and Skin Transplants***

Hospital Services 90% PPO and Out-of-Area  
60% Non-PPO

Evaluations and 90% PPO and Out-of-Area  
Diagnostic Tests 60% Non-PPO

Precertification for skin transplants must be obtained from the Review Center as soon as possible, but no later than 3 business days before services are provided. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Hospital and professional services provided in connection with human organ transplants are a benefit only to the extent that:

1. they are Medically Necessary and medically appropriate for the patient;
2. they are provided in connection with the transplant of a cornea or skin; and
3. the recipient of such transplant is a Subscriber or Family Member.

Covered expenses for the donor, including donor testing and donor search, are limited to those incurred for Medically Necessary medical services only. Charges for Medically Necessary 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 6 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.

#### ***Special Transplant Benefit***

Hospital Services: 90% at Centers of Medical Excellence (CME) or Blue Distinction Centers for Specialty Care (BDCSC)

Evaluations and  
Diagnostic Tests: 90% at Centers of Medical Excellence (CME) or Blue Distinction Centers for Specialty Care (BDCSC)

Centers of Medical Excellence and Blue Distinction Centers for Specialty Care for Special Transplants were developed in collaboration with expert Physicians and medical organizations to provide a full range of special transplant services as specified below. Additional value-added services provided through this program include global pricing. The selection criteria used in designating a Centers of Medical Excellence and Blue Distinction Centers for Specialty Care for Special Transplants include:

- An established transplant program, actively performing the procedures listed below for the most recent 24-month period and performing a required minimum volume of transplant procedures.
- Appropriate experience and credentialing of its transplant team.
- An established Acute Care Inpatient facility, including intensive care, emergency and a full range of services.
- Full accreditation by a Centers for Medicare and Medicaid Services (CMS)-deemed national accreditation organization.
- Evaluation of patient and graft aggregate outcomes including sufficiently low graft failures and mortality rates.
- A comprehensive quality management program.

## MEDICAL AND HOSPITAL BENEFITS

- Documented patient care and follow-up procedures at admission and discharge, including referral back to primary care Physicians.

The Special Transplant Benefit is limited to the procedures listed below. These benefits will be covered only when the procedure is in accordance with Anthem Blue Cross Medical Policy, and prior **written** authorization has been obtained from Anthem Blue Cross' Corporate Medical Director, and the services are performed at an approved Centers of Medical Excellence (CME) or Blue Distinction Centers for Specialty Care (BDCSC). Anthem Blue Cross' Corporate Medical Director shall review all requests for prior approval and shall approve or deny benefits based on (a) the Medical Necessity and medical appropriateness of the transplant for the patient, (b) the qualifications of the Physicians who will perform the procedure, and (c) the referral of the Subscriber or Family Member to a facility that is an approved CME or BDCSC.

Pre-transplant evaluation and diagnostic tests, transplantation, and follow-ups will be allowed only at a CME or BDCSC. Non-acute/non-emergency evaluations, transplantations and follow-ups at facilities other than a CME or BDCSC will **not** be covered. Evaluation of potential candidates by a CME or BDCSC is covered subject to prior authorization. In general, more than one evaluation (including tests) within a short time period and/or at more than one CME or BDCSC will not be authorized unless the Medical Necessity of repeating the service is documented and the Review Center has reviewed the documentation and precertified the service.

For information on CMEs or BDCSCs, call 1-800-451-6780.

Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

The Special Transplant Benefit provision only applies to:

- Human heart transplants
- Human lung transplants
- Human heart and lung transplants in combination
- Human liver transplants
- Human pancreas transplants
- Human kidney transplants
- Human kidney and pancreas transplants in combination
- Human bone marrow transplants, peripheral stem cell transplantation, or umbilical cord transplants
- Human small bowel transplants
- Human small bowel and liver transplants in combination

CME and BDCSC agree to accept the negotiated rate for transplant facilities as payment for covered services. Plan Members are responsible for the remaining 10% of the lesser of Billed Charges or the negotiated rate for covered services and all charges for non-covered services.

Benefits for an organ donor are as follows:

- When the person donating the organ and the person getting the organ are covered Members, each will get benefits under their Plans.
- When the person donating the organ is **NOT** a covered Member, but the person getting the organ is a covered Member, benefits for the organ donor (who is not a covered Member) under this Plan are limited to benefits not available to the donor from any other source. Other source includes, but is not limited to, other insurance, grants, foundations, and government programs.
- If the Member, covered under this Plan, is donating the organ to someone who is **NOT** a covered Member, benefits for the covered Member donating the organ are not available under this Plan.

Covered expenses for the donor, including donor testing and donor search, are limited to those incurred for Medically Necessary medical services only. Charges for Medically Necessary services incident to obtaining the transplanted material from a living donor or an organ transplant "bank" will be covered. Such charges, including complications from the donor procedure for up to 6 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.

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

## MEDICAL AND HOSPITAL BENEFITS

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.

Payment for unrelated donor searches for covered bone marrow transplants, peripheral stem cell transplantation or umbilical cord transplants will not exceed \$30,000 per transplant.

The Review Center's Transplant Coordinator can assist in facilitating your access to a CME or BDCSC. Please notify the Review Center at 1-800-451-6780 as soon as your provider recommends a transplant for your medical care.

**CME providers are not available outside California; therefore, Plan Members who do not live or receive services in California will be referred by Anthem Blue Cross' Transplant Coordinator to other qualified facilities.**

### Travel Benefits

#### Travel Benefits for Bariatric Surgery

If the Member's place of residence is outside a 50 mile radius of the nearest designated Blue Distinction Centers for Specialty Care (BDCSC), certain travel expenses incurred by the Member may be covered in connection with an authorized bariatric surgical procedure performed at a designated BDCSC. No benefits are payable for travel expenses to other than a designated BDCSC.

Travel expenses must be authorized in advance by the Review Center. Prior authorization can be obtained by calling Member Services at 1-877-737-7776. Except for mileage, a legible copy of dated receipts for all expenses must be submitted along with a travel reimbursement form to Anthem Blue Cross to obtain reimbursement. No benefits are payable for unauthorized travel expenses. Details regarding reimbursement can be obtained by calling Member Services at 1-877-737-7776.

The Calendar Year Deductible will not apply, and no Copayments or Coinsurance will be required for authorized bariatric travel expenses. Benefits for meal, lodging and ground transportation will be provided, up to the limits, as determined by the Plan. Reimbursement is limited to the specified amounts below.

Covered travel expenses include:

- Transportation to and from the designated BDCSC for the Member, up to 3 trips (one pre-surgical visit, the initial surgery and one follow-up visit) per authorized bariatric surgical procedure, not to exceed **\$130** per trip.
- Transportation to and from the designated BDCSC for one companion, up to 2 trips (the initial surgery and one follow-up visit), not to exceed **\$130** per trip. (Only if the companion travels separately from the Member.)
- One room double occupancy hotel accommodations for the Member and one companion for the pre-surgical and follow-up visits, up to 2 days per trip, not to exceed **\$100** per day.
- One room double occupancy hotel accommodations for the companion during the Member's initial surgery Stay, up to 4 days, not to exceed **\$100** per day. (Only if the companion stays in a separate room from the Member.)
- Meals for the Member are limited to **\$25** per day, up to 4 days per trip. Tobacco, alcohol and Drug expenses are not covered.

#### Travel Benefits for Transgender Surgery

If the Member's place of residence is outside a 50 mile radius of the nearest facility, certain travel expenses incurred by the Member may be covered in connection with an authorized transgender surgery. No benefits are payable for travel expenses to other than an approved facility by Anthem Blue Cross.

## MEDICAL AND HOSPITAL BENEFITS

Precertification from the Review Center must be obtained as soon as possible, but no later than 3 business days before the start of services. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

Except for mileage, a legible copy of dated receipts for all expenses must be submitted along with a travel reimbursement form to Anthem Blue Cross to obtain reimbursement. No benefits are payable for unauthorized travel expenses. Details regarding reimbursement can be obtained by calling Member Services at 1-877-737-7776.

The Calendar Year Deductible will not apply, and no Copayments or Coinsurance will be required for authorized travel expenses. Benefits for meal, lodging and ground transportation will be provided, up to the limits, as determined by the Plan. Reimbursement is limited to the specified amounts below.

The Plan will pay for the following travel expenses, for up to six trips, in connection with an authorized, transgender surgery performed at a facility which is designated by Anthem Blue Cross:

- Round trip coach airfare to the facility which is designated by Anthem Blue Cross and approved for the transgender surgery requested, not to exceed **\$250** per trip.
- Hotel accommodations, not to exceed **\$100** per day for up to 21 days per trip, limited to one room, double occupancy.
- Meals for the Member, not to exceed **\$25** per day, for up to 21 days per trip. Tobacco, alcohol and Drug expenses are not covered.

### Travel Benefits for Hip and Knee Joint Replacement Surgery

If the Member's place of residence is outside a 50 mile radius of the nearest designated Value Based Purchasing Design (VBPD), certain travel expenses incurred by the Member may be covered in connection with an authorized routine hip and knee joint replacement surgical procedure performed at a designated VBPD. No benefits are payable for travel expenses to other than a designated VBPD.

Travel expenses must be authorized in advance by the Review Center. Prior authorization can be obtained by calling Member Services at 1-877-737-7776. Except for mileage, a legible copy of dated receipts for all expenses must be submitted along with a travel reimbursement form to Anthem Blue Cross to obtain reimbursement. No benefits are payable for unauthorized travel expenses. Details regarding reimbursement can be obtained by calling Member Services at 1-877-737-7776.

The Calendar Year Deductible will not apply, and no Copayments or Coinsurance will be required for authorized travel expenses. Benefits for meal, lodging and ground transportation will be provided, up to the limits, as determined by the Plan. Reimbursement is limited to the specified amounts below.

Covered travel expenses include:

- Transportation to and from the designated VBPD for the Member, up to 3 trips (one pre-surgical visit, the initial surgery and one follow-up visit) per authorized surgical procedure, not to exceed **\$130** per trip.
- Transportation to and from the designated VBPD for one companion, up to 2 trips (the initial surgery and one follow-up visit), not to exceed **\$130** per trip. (Only if the companion travels separately from the Member.)
- One room double occupancy hotel accommodations for the Member and one companion for the pre-surgical and follow-up visits, up to 2 days per trip, not to exceed **\$100** per day.
- One room double occupancy hotel accommodations for the companion during the Member's initial surgery Stay, up to 4 days, not to exceed **\$100** per day. (Only if the companion stays in a separate room from the Member.)
- Meals for the Member, not to exceed **\$25** per day, up to 4 days per trip. Tobacco, alcohol and Drug expenses are not covered.

## MEDICAL AND HOSPITAL BENEFITS

### *Travel Benefits for Special Transplant Services*

Certain travel expenses incurred by the Member may be covered in connection with an authorized special transplant (heart, liver, lung, combination heart-lung, kidney, pancreas, simultaneous kidney-pancreas, or bone marrow/stem cell, including autologous bone marrow transplant, peripheral stem cell replacement and similar procedures) performed at a CME or BDCSC when 75 miles or more from the recipient's or donor's place of residence.

Travel expenses must be authorized in advance by the Review Center's Transplant Coordinator. Prior authorization can be obtained by calling toll free (888) 613-1130. A legible copy of dated receipts for all expenses must be submitted along with a travel reimbursement form to Anthem Blue Cross to obtain reimbursement. No benefits are payable for unauthorized travel expenses. Details regarding reimbursement can be obtained by calling Member Services at 1-877-737-7776.

The Calendar Year Deductible will not apply, and no Copayments or Coinsurance will be required for authorized transplant travel expenses. Anthem Blue Cross will provide benefits for meal, lodging and ground transportation, up to the limits, as determined by the Plan.

Reimbursement is limited to the specified amounts below and total payment will not exceed \$10,000 per transplant for the following travel expenses incurred by the recipient and 1 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, not to exceed **\$130** per trip.
- Transportation to and from the designated CME or BDCSC for one companion, not to exceed **\$130** per trip. (Only if the companion travels separately from the Member.)
- Round trip 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, not to exceed **\$250** per trip.
- Lodging for the Member, not to exceed **\$100** per day, limited to one room, double occupancy.
- Lodging for the companion, not to exceed **\$100** per day, limited to one room, double occupancy. (Only if the companion travels separately from the Member.)
- Meals for the Member, not to exceed **\$25** per day. Tobacco, alcohol and Drug expenses are not covered.

\*Note: When the Member recipient is under 18 years of age, this benefit will apply to the recipient and 2 companions or caregivers.

Expenses 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; mileage within the city in which the medical transplant facility is located; and tobacco, alcohol, Drug expenses, and other non-food items in connection with travel expenses.

## MEDICAL AND HOSPITAL BENEFITS

### Urgent Care

#### Physician Visits

\$35 Copayment, PPO and Out-of-Area  
60% Non-PPO

There is a \$35 Copayment for each Physician visit to a Preferred Provider for Urgent Care. Other Physician services rendered by a Preferred Provider during an Urgent Care visit are paid at 90% of the Allowable Amount (see Other Physician Services below).

Visits to a Non-Preferred Provider are subject to the Calendar Year Deductible, and you are responsible for the remaining 40% and all charges in excess of the Allowable Amount.

#### Other Physician Services

90% PPO and Out-of-Area  
60% Non-PPO

Other Physician services by a Preferred Provider received during an Urgent Care visit (e.g., lab work or stitching a wound) are subject to the Calendar Year Deductible and paid at 90% of the Allowable Amount. You are responsible for the remaining 10% up to the Maximum Calendar Year Medical Financial Responsibility limits.

Services received from a Non-Preferred Provider are subject to the Calendar Year Deductible, and you are responsible for the remaining 40% and all charges in excess of the Allowable Amount. Services from Non-Preferred Providers have no Coinsurance limits.

Urgent Care is those services for diagnosis and treatment of a sudden, serious, or unexpected illness, injury or condition, other than one which is life threatening (see definition for Urgent Care on page 122). For the purposes of this benefit, "urgent care centers" are Physician offices open for extended hours which provide care on a first-come, first-serve basis. You can access a listing of urgent care centers that are Preferred Providers on the Anthem Blue Cross website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers), or call Member Services at 1-877-737-7776. Office hours and days of operation vary, and you should call the provider before going to their office.

Urgent Care does not require the use of a Hospital or emergency room. Some urgent care facilities are affiliated with a Hospital or Hospital group and you may incur a separate facility charge. Charges for facility/Hospital based services are not covered under this Urgent Care benefit. Please refer to the Hospital benefit on pages 50-51 for details regarding facility/Hospital based urgent care centers. Choosing to visit a Hospital or an urgent care affiliated with a Hospital or Hospital group, for Urgent Care services may result in increased Copayment or Coinsurance responsibility and/or denial of benefits.

## UTILIZATION REVIEW

Utilization review is designed to involve you in an educational process that evaluates whether health care services are Medically Necessary, provided in the most appropriate setting, and consistent with acceptable treatment patterns found in established managed care environments. Anthem Blue Cross' Review Center reviews Inpatient hospitalizations, including emergencies but excluding maternity admissions under a 48-hour Stay for a normal delivery or a 96-hour Stay for a Cesarean delivery and admissions for mastectomy or lymph node dissection. The Review Center also reviews other medical services, including treatment of mental disorders, substance use disorders and certain Outpatient surgical procedures. Precertification by the Review Center is required before these benefits will be payable.

### 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.

Contacting the Review Center when necessary, before receiving services, and complying with the Review Center's recommendations can help you receive maximum benefit coverage and thus minimize your financial responsibility. The Review Center may monitor your care during treatment and throughout a hospitalization to help ensure that quality medical care is efficiently delivered.

Services which are determined by the Review Center not to be Medically Necessary or efficiently delivered may not be covered under the Plan. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frame may result in increasing your Coinsurance and liability responsibility by the application of financial sanctions (see page 33) and/or denial of benefits.

The Review Center's services provide you with specific advantages:

- You will be provided with information that can help you qualify for the highest level of benefits under the Plan, thus minimizing your financial responsibility.
- You will have telephone access to a clinical professional who can coordinate the review of your care. This Coordinator can assist in answering questions you may have about your proposed treatment.

For Precertification of hospitalizations and of the procedures/services/equipment and Outpatient surgeries specified under Precertification, contact the Review Center at 1-800-451-6780. Although your provider may notify the Review Center of an upcoming non-emergency hospitalization or Outpatient surgery/service requiring Precertification, it is ultimately your responsibility, not your provider's, to call the Review Center. A Coordinator may need to speak with both you and your Physician during the Medical Necessity review process.

**If you elect to receive services from a different facility or provider after the Review Center has precertified a procedure, you must contact the Review Center again to obtain Precertification.**

# UTILIZATION REVIEW

## Precertification

Precertification is required no later than 3 business days (see Services Requiring Precertification on the following page) before the procedure, service, surgery is provided or before the purchase of Durable Medical Equipment priced at \$1,000 or higher. Note: Precertification is required for home health care, Home Infusion Therapy services and advanced imaging procedures including, but not limited to, MRI, CAT scan, PET scan, MRS scan, MRA scan, Echocardiography, and Nuclear Cardiac Imaging, but are not restricted to the specified 3 business day time frame.

**It is your responsibility, not your provider's, to call the Review Center. Failure to obtain Precertification from the Review Center under the terms and conditions specified in this Evidence of Coverage and within the specified time frames may result in an increase in your Coinsurance and financial sanctions (see page 33) and/or denial of benefits if it is determined that the services were not Medically Necessary or not a covered benefit of the Plan.**

## Services Requiring Precertification

For home health care, Home Infusion Therapy services and certain imaging procedures Precertification is required, but not within specific time frames. Such imaging procedures include, but are not limited to, MRI, CAT scan, PET scan, MRS scan, MRA scan, Echocardiography, and Nuclear Cardiac Imaging

The following is a summary of the services requiring Precertification within a certain time frame.

Precertification is required no later than 3 business days prior to the start of the following procedures, services and surgeries or purchase of Durable Medical Equipment:

- Inpatient hospitalization
- Acute Inpatient Rehabilitation
- Skilled Nursing Facility (see page 59)
- All Inpatient mental health or substance use disorder treatment (see pages 53 & 60)
- All Outpatient facility-based care for mental health or substance use disorder treatment (see pages 53-54 & 60)
- Temporomandibular disorder treatment and diagnostic services, including MRIs and surgeries
- Maxillomandibular musculoskeletal surgeries
- Septoplasty and sinus-related surgeries
- Durable Medical Equipment priced at \$1,000 or higher (see pages 45-46)
- Bariatric surgeries
- Any plastic or reconstructive procedures/surgeries
- Skin transplants
- Any anesthesia administered by an anesthesiologist or nurse anesthetist during a colonoscopy
- Hip and knee joint replacement surgeries
- Additional Physical Therapy and Occupational Therapy visits beyond those provided under the Plan
- Additional Speech Therapy visits beyond those provided under the Plan
- Transgender surgery including travel expenses
- Hepatic Activation/Chronic Intermittent Intravenous Insulin Infusion Therapy/Pulsatile Intravenous Insulin Infusion Therapy Treatments

If you fail to obtain Precertification from the Review Center for the listed services, or if there are serious questions on the Plan's part as to the Medical Necessity or purpose for which a service was provided, the Review Center may review the services provided to you after they have been rendered. This is known as retrospective review. This review may result in a determination that reimbursement will be reduced or even denied under certain circumstances. Any subsequent adjustment in benefit levels as a result of retrospective review will be communicated to you in writing.

## UTILIZATION REVIEW

Even though services that require Precertification may ultimately be approved after retrospective review, financial sanctions (see page 33) may nevertheless be applied if the Member failed to obtain Precertification from the Review Center.

### **Precertification for Treatment of Mental Disorders and Substance Use Disorders**

You must call Anthem Blue Cross' Review Center at 1-800-451-6780 for Precertification of any facility-based treatment for mental disorders and substance use disorders. Normal business hours are from 7:30 a.m. to 5:30 p.m. PST (Pacific Standard Time) Monday through Friday. If you have an urgent situation that requires immediate attention outside normal business hours, call 1-800-451-6780 and select the appropriate after-hours option.

*Licensed mental Health Professionals are available to take your call after normal business hours, and during weekends and holidays.*

When you call the Review Center, an intake representative:

- will verify eligibility and obtain demographic information;
- will evaluate whether you need to speak immediately with a licensed mental Health Professional (care manager) at the Review Center; and
- if appropriate, may refer you to a mental Health Professional in your area.

Following this screening process, the representative may also authorize initial visits with a mental Health Professional. The provider will:

- evaluate, diagnose and identify your specific treatment needs in a face-to-face interview; and
- develop an appropriate Treatment Plan for you.

A written Treatment Plan may be requested. A care manager at the Review Center will evaluate the Medical Necessity and appropriateness of the Treatment Plan submitted by your provider. If the plan is accepted, the care manager will precertify additional services if necessary. In other words, a specific number of visits, days, or treatments will be authorized.

### **Precertification for Diagnostic Services**

You must call Anthem Blue Cross' Review Center at 1-800-451-6780 for Precertification of select Outpatient diagnostic imaging services. Advanced imaging procedures including, but not limited to, MRI, CAT scan, PET scan, MRS scan, MRA scan, Echocardiography, and Nuclear Cardiac Imaging are subject to Precertification review to determine Medical Necessity.

### **Emergency Admission**

The Review Center must be notified of an emergency Inpatient admission within 24 hours or by the end of the first business day following admission, whichever is later, unless extraordinary circumstances prevent such notification within that time period. In determining "extraordinary circumstances," the Review Center may take into account whether your condition was severe enough to prevent you from notifying them, or whether no one was available to provide the notification for you. You may have to prove that such extraordinary circumstances were present at the time of the emergency.

The Hospital, your Physician, a Family Member, or a friend may call the Review Center if you are unable to call yourself. However, it is still your responsibility to make sure that the Review Center has been contacted. After the Review Center has been notified, a Coordinator will contact the Hospital or your Physician to obtain information on the recommended Treatment Plan.

## UTILIZATION REVIEW

### Non-Emergency Admission

The Review Center must be contacted for Precertification at least 3 business days prior to a non-emergency Inpatient Hospital Stay or Outpatient surgery/service requiring Precertification. Precertification is not required for maternity admissions or admissions for mastectomy or lymph node dissection.

Staff in the Review Center may need to speak with both you (or the patient) and your Physician prior to making their decision regarding Medical Necessity. During your Hospital Stay or ongoing treatment, the Review Center's staff will continue to manage and follow your care (known as concurrent review).

Although Precertification is not required for Inpatient Hospital Stays for maternity care, concurrent review will be performed if you remain in the Hospital longer than 48 hours following a normal delivery or 96 hours following a Cesarean section delivery.

Staff in the Review Center will not contact you in the Hospital regarding their recommendation without your permission. You may, however, advise the Review Center if you wish to be contacted in the Hospital or if you wish to designate someone else to be contacted.

If you disagree with the Review Center's recommendation regarding continuing care, you or your Physician may request a concurrent appeal by calling the Review Center. You do not need to leave the Hospital or discontinue treatment; however, you may be liable for expenses beyond the date of the Review Center's Precertification.

Refer to pages 83-85 for more information on medical claims review and appeals process.

Financial sanctions may be applied if the proposed Hospital admission, Outpatient surgery or other service is scheduled less than 3 business days from the date you notify the Review Center. In this case, if you wish to meet the notification requirements, you may wish to discuss the pros and cons of postponing the service with your Physician.

## UTILIZATION REVIEW

### 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 the Review Center to ask for a precertification. However, you may request a precertification or you may choose an authorized representative to act on your behalf for a specific request. The authorized representative can be anyone who is 18 years of age or older. The table below outlines who is responsible for precertification and under what circumstances.

Provider Network Status	Responsibility to Get Precertification	Comments
Participating Providers	Provider	<ul style="list-style-type: none"> <li>The provider must get precertification when required.</li> </ul>
Non-Participating Providers	Member	<ul style="list-style-type: none"> <li>Member must get precertification when required. (Call Member Services.)</li> <li>Member may be financially responsible for charges 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.</li> </ul>
Blue Card Provider	Member <b>(Except for Inpatient Admissions)</b>	<ul style="list-style-type: none"> <li>Member must get precertification when required. (Call Member Services.)</li> <li>Member may be financially responsible for charges 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.</li> <li><b>Blue Card Providers must obtain precertification for all Inpatient Admissions.</b></li> </ul>
<p><b>NOTE: For an emergency admission, precertification is not required. However, you, your authorized representative or Physician must notify the Review Center within 24 hours of the admission or as soon as possible within a reasonable period of time.</b></p>		

### How Decisions are Made

The Review Center uses clinical coverage guidelines, such as medical policy, clinical guidelines, and other applicable policies and procedures to help make Medical Necessity decisions. Medical policies and clinical guidelines reflect the standards of practice and medical interventions identified as proper medical practice. The Review Center reserves the right to review and update these clinical coverage guidelines from time to time.

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

If you are not satisfied with the Plan’s decision under this section of your benefits, you may call the Member Services phone number on the back of your Identification Card to find out what rights may be available to you.

## UTILIZATION REVIEW

### Decision and Notice Requirements

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

Request Category	Timeframe Requirement for Decision
Urgent Pre-Service Review	72 hours from the receipt of the request
Non-Urgent Pre-Service Review	5 business days from the receipt of the request
Urgent Continued Stay / Concurrent Review when hospitalized at the time of the request and no previous authorization exists	24 hours from the receipt of the request. We may request additional information within the first 24 hours and then extend to 72 hours
Urgent Continued Stay / Concurrent Review when request is received at least 24 hours before the end of the previous authorization	24 hours from the receipt of the request
Urgent Continued Stay / Concurrent Review when request is received less than 24 hours before the end of the previous authorization	72 hours from the receipt of the request
Non-Urgent Continued Stay / Concurrent Review	5 business days from the receipt of the request
Post-Service Review	30 calendar days from the receipt of the request

If more information is needed to make a decision, the Review Center will tell the requesting Physician of the specific information needed to finish the review. If the Plan does not get the specific information it needs by the required timeframe identified in the written notice, the Review Center will make a decision based upon the information received.

The Review Center will notify you and your Physician of the Plan's 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.

## UTILIZATION REVIEW

### Case Management

Case Management is a voluntary program to assist seriously ill or injured PERS Platinum Members, who require extensive medical services and have exceptional or complex needs, in obtaining high quality, cost-effective care. A Member may be identified for possible Case Management through the Plan's utilization review procedures or claims reports. The Member, the Member's Physician or the Plan may also request that the Review Center perform Case Management services for a Member who has multiple medical problems, or requires extensive health care services, or would benefit from assistance with coordination of health care services. Case management services are performed after receiving the Plan Member's consent to participate in Case Management.

A case manager is responsible for evaluating and monitoring the efficiency, appropriateness and quality of all aspects of health care. To achieve this objective, Case Management works in collaboration with your team of health care professionals to provide feedback, support and assistance during the utilization and case management process. In some instances Case Management enables the Review Center to authorize you to obtain medically appropriate care in a more economical, cost-effective and coordinated manner during prolonged periods of intensive medical care. Case Management will discuss possible options, through a case manager, to work with your health care provider to identify an alternative plan of treatment. It is not your right to receive personal Case Management, nor does PERS Platinum have an obligation to provide it. These services are provided at the sole and absolute discretion of the Plan.

Benefits for Case Management will be considered only when the following criteria are met:

1. You require extensive long-term treatment;
2. It is anticipated that such treatment utilizing services or supplies covered under PERS Platinum will result in considerable cost;
3. Anthem Blue Cross Review Center's cost-benefit analysis determines that the benefits payable under PERS Platinum for the alternative plan of treatment can be provided at a lower overall cost than the benefits you would otherwise receive under this Plan while maintaining the same standards of care;
4. You (or your legal guardian) and your health care provider agree, in a letter of agreement, with the recommended substitution of benefits and with the specific terms and conditions under which alternative benefits are to be provided; and
5. You consent to receive Case Management services from the Review Center.

If Case Management determines that your needs could be met more efficiently, an alternative Treatment Plan may be recommended by your health care provider. A case manager will review the medical records and discuss your treatment with the attending Physician, you, and your family.

If you have exhausted benefits for such services, Case Management will authorize benefit substitution when additional services need to be provided and you have a remaining Skilled Nursing Facility (SNF) benefit. For example, the Skilled Nursing and Rehabilitation Care benefit may be substituted for Medically Necessary home health care if the Home Health Care benefit maximum has been reached. Benefits without dollar, day and/or visit maximum(s) shall not be substituted for any other service, treatment or program. For example, Hospital Benefits for Inpatient services will not be substituted for confinement in a Skilled Nursing Facility, even if the maximum payment under the Skilled Nursing and Rehabilitation Care benefit has been reached. In addition, benefits are not created where they do not exist. Benefits payable are limited to the maximum amount of the SNF benefit being substituted. Using the example cited at the beginning of this paragraph, the Skilled Nursing and Rehabilitation Care benefit may be substituted for home health care, but payment will not exceed the dollar amount equivalent to the maximum day limit under the Skilled Nursing and Rehabilitation Care benefit.

## UTILIZATION REVIEW

Your health care provider makes treatment recommendations only; any decision regarding treatment belong to you and your Physician. The Plan will, in no way, compromise your freedom to make such decisions.

### Effect on Benefits

1. Any alternative benefits are accumulated toward the Lifetime Aggregate Maximum Payment Amount.
2. Benefits are provided for an alternative Treatment Plan on a case-by-case basis only. The Plan has absolute discretion in deciding whether or not to authorize services in lieu of benefits for any Member, which alternatives may be offered and the terms of the offer.
3. Authorization of services in lieu of benefits in a particular case in no way commits the Plan to do so in another case or for another Member.
4. The Case Management program does not prevent the Plan from strictly applying the expressed benefits, exclusions and limitations of PERS Platinum at any other time or for any other Member.

**If Case Management services are requested for and accepted by a PERS Platinum Member, the Member will avoid higher financial expenses by compliance and cooperation with the Review Center's Case Management services. All services are subject to review for Medical Necessity by the Review Center for the Member in Case Management even though the services under review may not be listed in the PERS Platinum Evidence of Coverage as requiring review.**

## BENEFIT LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

No one has the right to receive any benefits of this Plan following termination of coverage, except as specifically provided under the Benefits After Termination or Continuation of Group Coverage provisions in this booklet.

Administrative remedies for requests for exemption from benefit limitations, exceptions or exclusions are available only under the following circumstances: If a service or procedure has been denied for the reason that it is not a covered benefit of the Plan, or that it is a limitation, exception or exclusion of the Plan, the Member must demonstrate that the limitation, exception or exclusion is prohibited by law and establish that the service or procedure is Medically Necessary according to Anthem Blue Cross Medical Policy.

Benefits are subject to review for Medical Necessity before, during and/or after services have been rendered. Refer to page 21 for the Medical Necessity provision and to pages 68-75 for utilization review standards and procedures.

The title of each exclusion is not intended to be fully descriptive of the exclusion; rather, it is provided solely to assist the Plan Member to easily locate particular items of interest or concern. Remember, a particular condition may be affected by more than one exclusion.

Under no circumstances will the Plan be liable for payment of costs incurred by a Plan Member for treatment deemed by CalPERS or its Plan Administrators to be Experimental or Investigational or otherwise not eligible for coverage.

### General Exclusions

Benefits of this Plan are not provided for, or in connection with\*, the following:

**1. Aids and Environmental Enhancements**

- a. The rental or purchase of aids, including, but not limited to, ramps, elevators, stairlifts, swimming pools, spas, hot tubs, air filtering systems or car hand controls, whether or not their use or installation is for purposes of providing therapy or easy access.
- b. Any modification made to dwellings, property or motor vehicles, whether or not their use or installation is for purposes of providing therapy or easy access.

**2. Benefit Substitution/Flex Benefit/In Lieu Of.** Any program, treatment, service, or benefit cannot be substituted for another benefit, except as specifically stated under Case Management on pages 74-75, nor be covered through a non-existing benefit. For example, a Member may not receive Inpatient Hospital services benefits for an admission to a Skilled Nursing Facility.

**3. Botulinum Toxins (all forms) Injections, “Botox”, Collagen, or filling material.** Any injections of botulinum toxin, collagen or filling material to primarily improve the appearance (including appearance altered by disease, trauma, or aging) e.g., to remove acne scarring, fine wrinkling, etc. This exclusion will not apply to botulinum toxin injection procedures that comply with Anthem Blue Cross Medical Policy and are Medically Necessary for an indication approved by the FDA.

**4. Childbirth Classes.** Childbirth classes will be reimbursed only when given by licensed instructors certified by Lamaze International, Centered Pregnancy/Centering Healthcare Institute, or other nationally-recognized accreditation programs with similar training requirements, see page 40. Classes devoted solely to individual perinatal specialties, other than Lamaze, are not covered.

**5. Clinical Trials.** Services and supplies in connection with clinical trials are not covered except as specifically provided in the Clinical Trials benefit description on pages 41-42.

**6. Close-Relative Services.** Charges for services performed by a Close Relative or by a person who ordinarily resides in the Plan Member’s home.

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\* The phrase “in connection with” means any medical condition associated with an excluded medical condition (i.e., an integral part of the excluded medical condition or derived from it).

## BENEFIT LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

7. **Convenience Items and Non-Standard Services and Supplies.** Services and supplies determined by the Plan as not Medically Necessary or not generally furnished for the diagnosis or treatment of the particular illness, disease or injury; or services and supplies which are furnished primarily for the convenience of the Plan Member, irrespective of whether or not prescribed by a Physician.
8. **Cosmetic.** Any surgery, service, Drug or supply primarily to improve the appearance (including appearance altered by disease, trauma, or aging) of parts or tissues of an individual. This exclusion does not apply to Reconstructive Surgery to restore a bodily function or to correct deformities resulting from documented injury or disease or caused by congenital anomalies, or surgery which is Medically Necessary following documented injury or disease to restore function.
9. **Custodial Care**
- Inpatient room and board charges in connection with a Hospital Stay primarily for environmental change (for example assisting the patient in meeting his or her activities of daily living) or Physical Therapy.
  - Custodial Care or rest cures provided either in the home or in a facility, unless provided under the Hospice Care Benefit.
  - Services provided by a rest home, a home for the aged, a custodial nursing home, or any similar facility.
  - Services provided by a Skilled Nursing Facility, unless specifically stated under the Skilled Nursing and Rehabilitation Care benefit.
10. **Dental Implants.** Dental implants and any related services, except as specifically provided in the Cleft Palate benefit description on page 41.
11. **Dental Services.** Dental services, as determined by the Plan, include, but are not limited to, services customarily provided by dentists in connection with the care, treatment, filling, removal, or replacement of teeth; treatment of gums (other than for tumors); treatment of dental abscess or granuloma; dentures; and preparation of the mouth for dentures (e.g., vestibuloplasty). Services related to bone loss from denture wear or structures directly supporting the teeth are excluded.
- Also excluded are dental services in connection with prosthodontics (dental prosthetics, denture prosthetics designed for the replacement of teeth or the correction, alteration or repositioning of the occlusion), orthodontia (dental services to correct irregularities or malocclusion Classes I through IV of the teeth) for any reason, orthodontic appliances, braces, bridges (fixed or removable), dental plates, pedodontics (treatment of conditions of the teeth and mouth in children) or periodontics, and dental implants (endosteal, subperiosteal or transosteal).
- Dental services or supplies as a result of an Accidental Injury, including dental surgery and dental implants, are not covered.
- Acute Care hospitalization and general anesthesia services are covered in connection with dental procedures when hospitalization is required because of the individual's underlying medical condition and clinical status. This applies if (1) the Member is less than seven years old, (2) the Member is developmentally disabled, or (3) the Member's health is compromised and general anesthesia is Medically Necessary. Services of a dentist or oral surgeon are excluded.
- This exclusion will not apply to services or supplies provided under the Cleft Palate benefit description on page 41.
12. **Dermabrasion.** Any surgical procedure, abrasion, chemical peel, aerosol sprays, slushes, wire brushes, sandpaper, or laser surgery for the removal of the top layers of skin, that is furnished primarily to improve the appearance (including appearance altered by disease, trauma or aging) of parts or tissues of an individual (e.g., to remove acne scarring, fine wrinkling, rhytids, keratosis, pigmentation, and tattoos).

## BENEFIT LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

- 13. Durable Medical Equipment.** Appliances, devices, and equipment not covered by the Plan include, but are not limited to: speech devices, except as specifically provided in the Durable Medical Equipment benefit description on pages 45-46; dental braces and other orthodontic appliances, except as specifically provided in the Cleft Palate benefit description on page 41; all orthopedic shoes (except when joined to braces) and shoe inserts (orthotics), with the exception of one pair custom molded and cast shoe inserts per Calendar Year; items for environmental control such as air conditioners, humidifiers, dehumidifiers or air purifiers; exercise or special sports equipment; any equipment which is not manufactured specifically for medical use; furniture such as lift chairs; and items for comfort, hygiene or beautification, including any form of hair replacement, except one scalp hair prosthetic per Calendar Year as provided in the Durable Medical Equipment benefit description on pages 45-46. Prosthetic and Durable Medical Equipment replacement and repair resulting from loss, misuse, abuse and/or accidental damage are not covered.
- 14. Excess Charges.** Any expense incurred for covered services in excess of Plan benefits or maximums.
- 15. Experimental or Investigational.** Experimental or Investigational practices or procedures, and services in connection with such practices or procedures. Costs incurred for any treatment or procedure deemed by Anthem Blue Cross Medical Policy to be experimental and investigational, as defined on page 115, are not covered.
- 16. Eye Surgery, Corrective.** Any procedure done solely or primarily to correct a refractive error, including, but not limited to, surgeries such as laser vision correction surgery (i.e., LASIK or PRK) radial keratotomy, optical keratoplasty, or myopic keratomileusis. Contact lenses and eyeglasses required as a result of such surgeries.
- 17. Feet, Procedures Affecting.** Callus or corn paring or excision, or toenail trimming, except as specifically provided in the Physician Services benefit description on pages 56. Any manipulative procedure for weak or fallen arches, flat or pronated foot, or foot strain.
- 18. Government-Provided Services.** Any services actually given to you by a local, state, or federal government agency, or public school system or school district, unless reimbursement by this Plan for such services is required by state or federal law. The Plan will not cover payment for these services if you are not required to pay for them or they are given to you for free. You are not required to seek any such services prior to receiving Medically Necessary health care services that are covered by the Plan.
- 19. 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.
- 20. Hearing Conditions**

  - a. Purchase of hearing aid batteries or other ancillary equipment, except those covered under the terms of the initial hearing aid purchase.
  - b. Charges for a hearing aid which exceeds specifications prescribed for correction of hearing loss.
  - c. Replacement parts for hearing aids or repair of hearing aids after the covered one-year warranty period.
  - d. Replacement of a hearing aid more than once in any period of 36 months.
  - e. Surgically implanted hearing devices except when Medically Necessary in accordance with Anthem Blue Cross Medical Policy as specifically provided in the Durable Medical Equipment benefit description on pages 45-46.
- 21. Infertility/Fertility Preservation, Diagnosis/Treatment.** Laboratory, X-ray procedures, Medication or surgery solely for the purpose of diagnosing and/or treating infertility/fertility preservation of a Plan Member provided in relation to reversal of surgical sterilization, in vitro fertilization, ovum transplant, gamete intrafallopian transfer (GIFT) and zygote intrafallopian transfer (ZIFT) procedures or complications of such procedures.

## BENEFIT LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

22. **Marriage and Family Counseling.** Counseling for the sole purpose of resolving conflicts between a Subscriber and his or her spouse, domestic partner or children.
23. **Medical Trainee Services.** Services performed in any Inpatient or Outpatient setting by house officers, residents, interns and others in training.
24. **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.
25. **Non-Approved Facility.** Services from a Provider that does not meet the definition of Facility.
26. **Non-Listed Benefits.** Services not specifically listed as benefits or not reasonably medically linked to or connected with listed benefits, whether or not prescribed by a Physician.
27. **Nutrition.** Vitamins, minerals, medical foods and nutritional supplements (except enteral feeding) or as required by law whether or not prescribed by a licensed Prescriber; nutritional counseling, except as specifically provided under the Diabetes Self-Management Education Program benefit on pages 45 or when provided as part of a Medically Necessary comprehensive Outpatient eating disorder program supervised by a Physician to enable the Member to properly manage anorexia nervosa or bulimia nervosa; or food supplements taken orally, except as specifically provided under the Outpatient Prescription Drug Program section.
28. **Organ Transplants.** Charges incident to organ transplants, except as specifically provided under Cornea and Skin Transplants or Special Transplant Benefits.
29. **Personal Development Programs.** For or incident to vocational, recreational, art, dance, music, reading therapy, or exercise programs (formal or informal).
30. **Personal Items.** Services for your personal care, such as: help in walking, bathing, dressing, feeding, or preparing food. Any supplies for comfort, hygiene or beautification.
31. **Private-Duty Nursing**
  - a. Private-duty skilled nursing, unless provided under the Home Health Care or Hospice Care benefits.
  - b. Private-duty unskilled nursing.
32. **Psychiatric or Psychological Care**
  - a. Treatment of the following conditions is excluded under this Plan:
    1. sexual disorders, except as provided in the Transgender Surgery benefit description on page 61;
    2. abuse of Drugs, except as provided in the Substance Use Disorder benefit description on pages 60-61;
    3. development disorders, except as provided in the Autism Spectrum Disorder benefit description on pages 37-38; and
    4. abnormal behavior which is not directly attributed to a mental disorder.
  - b. Services on court order or as a condition of parole or probation unless the services are otherwise covered by the Plan.
  - c. Marriage and family counseling for the sole purpose of resolving conflicts between a Subscriber and his or her spouse, or domestic partner or children.
  - d. Non-therapeutic treatment, Custodial Care and educational programs.

**NOTE:** Any dispute regarding a psychiatric condition will be resolved with reference to the Fifth Edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM-5, Washington, DC: American Psychiatric Association, 2013). Use of DSM-5 to resolve dispute is subject to change as new editions are published.

## BENEFIT LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

### 33. **Rehabilitation or Rehabilitative Care**

- a. Inpatient charges in connection with a Hospital Stay primarily for environmental change, or treatment of chronic pain unless provided under the Hospice Benefit.
- b. Outpatient charges in connection with conditioning exercise programs (formal or informal).
- c. Any testing, training or Rehabilitation for educational, developmental or vocational purposes, except as specifically provided under the Autism Spectrum Disorder benefit description on pages 37-38.

### 34. **Reports or Forms.** Billed preparation of reports or forms of patient's status, history, treatment, or progress notes for Physicians, agencies, insurance carriers, or others, even if completion of a report is mandatory for regulatory requirement or Medication monitoring.

### 35. **Residential accommodations.** Residential accommodations to treat medical or behavioral health conditions, except when provided in a Hospital, Hospice, Skilled Nursing Facility or Residential Treatment Facility.

This exclusion includes procedures, equipment, services, supplies or charges for the following but not limited to:

- 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.

### 36. **Self-injectable Drugs.** Injectable Drugs which are self-administered by the subcutaneous route (under the skin) by the patient or Family Member. Drugs with FDA labeling for self-administration. Hypodermic syringes and/or needles when dispensed for use with self-injectable Drugs or Medications. Self-injectable Drugs are covered under your Outpatient Prescription Drug Program.

### 37. **Speech Therapy.** No benefits are provided for:

- a. the correction of stammering, stuttering, lisp, tongue thrust;
- b. functional maintenance using routine, repetitious, and/or reinforced procedures that are neither diagnostic nor therapeutic (e.g., practicing word drills for developmental articulation errors);
- c. procedures that may be carried out effectively by the patient, family, or caregivers (e.g., maintenance therapy);
- d. Inpatient charges in connection with a Hospital Stay solely for the purpose of receiving Speech Therapy.

Outpatient Speech Therapy, speech correction or speech pathology services are not covered except as provided in the Speech Therapy benefit description on page 55-56 or provided in the Autism Spectrum Disorder benefit description on pages 37-38.

### 38. **Surrogate Mother Services.** 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.

### 39. **Telephone, Facsimile Machine, and E-mail Consultations.** Telephone, facsimile machine, and electronic mail consultations for any purpose, whether between the Physician or other health care provider and the Plan Member or Plan Member's family, or involving only Physicians or other health care providers.

## BENEFIT LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

- 40. Totally Disabling Conditions.** Services or supplies for the treatment of a Total Disability, if benefits are provided under the extension of benefits provisions of (a) any group or blanket disability insurance policy, or (b) any health care service plan contract, or (c) any Hospital service plan contract, or (d) any self-insured welfare benefit plan.
- 41. Transportation and Travel Expense.** Expense incurred for transportation, except as specifically provided in the Ambulance benefit on pages 35-36, the Travel Benefits for Bariatric Surgery on page 64, Travel Benefits for Transgender Surgery on pages 64-65, Travel Benefits for Hip and Knee Joint Replacement Surgery on page 65, and the Travel Benefits for Special Transplant Services on page 66. Mileage reimbursement except as specifically provided in the Travel Benefits for Bariatric Surgery on page 64, Travel Benefits for Transgender Surgery on pages 64-65, Travel Benefits for Hip and Knee Joint Replacement Surgery on page 65, and the Travel Benefits for Special Transplant Services on page 66 and approved by Anthem Blue Cross. Charges incurred in the purchase or modification of a motor vehicle. Charges incurred for child care, telephone calls, laundry, postage, or entertainment. Frequent flyer miles; coupons, vouchers or travel tickets; prepayments of deposits.
- 42. Treatment Plan.** A written or oral Treatment Plan submitted or given for the purpose of claim or Medical Necessity review. Services or a plan of treatment preauthorized by the Plan during a Contract Period must be commenced during the same Contract Period. To qualify for continuing treatment in a subsequent Contract Period, the services or plan of treatment must be reauthorized. Otherwise, only the benefits in effect during a Contract Period are available or covered.
- 43. Vasectomy or Tubal Ligation.** Services for or incident to the reversal of a vasectomy or tubal ligation, or for repeat vasectomy or tubal ligation.
- 44. Vision Care.** Eyeglasses; contact lenses; eye refraction or other examinations in preparation for eyeglasses or contact lenses; eyeglasses or contact lenses prescriptions; vision therapy; orthoptics; and related services. In limited circumstances, certain benefits related to vision care may be covered following cataract surgery or for the repair or alleviation of Accidental Injury.
- 45. Voluntary Payment of Non-Obligated Charges.** Services for which the Plan Member is not legally obligated to pay, or services for which no charge is made to the Plan Member in the absence of health plan coverage, except services received at a non-governmental charitable research Hospital. Such a Hospital must meet the following guidelines:
- a. It must be internationally known as being devoted mainly to medical research;
  - b. At least 10% of its yearly budget must be spent on research not directly related to patient care;
  - c. At least one-third of its gross income must come from donations or grants other than gifts or payments for patient care;
  - d. It must accept patients who are unable to pay; and
  - e. Two-thirds of its patients must have conditions directly related to the Hospital's research.
- 46. Weight Control.** Any program, treatment, service, supply, or surgery for dietary control, weight control, or complications arising from weight control, or obesity whether or not prescribed or recommended by a Physician, including but not limited to:
- a. exercise programs (formal or informal) and equipment;
  - b. surgeries, such as:
    1. bariatric surgery in children less than 18 years of age,
    2. biliopancreatic bypass,
    3. duodenal switch,
    4. gastric banding,
    5. gastric bubble, gastric stapling, or liposuction,
    6. jejunoileal bypass,
    7. lap band,
    8. long limb gastric bypass, and
    9. mini gastric bypass.

## BENEFIT LIMITATIONS, EXCEPTIONS AND EXCLUSIONS

This exclusion will not apply to Medically Necessary surgical treatment of adult morbid obesity as specifically provided in the Bariatric Surgery benefit description on page 38.

47. **Wilderness.** Wilderness or other outdoor camps and/or programs.
48. **Workers' Compensation, Services Covered By.** Services incident to any injury or disease arising out of, or in the course of, any employment for salary, wage or profit if such injury or disease is covered by any workers' compensation law, occupational disease law or similar legislation. However, if the Plan provides payment for such services, it shall be entitled to establish a lien upon such other benefits up to the amount paid by the Plan for the treatment of the injury or disease.

### Limitations Due to Major Disaster or Epidemic

In the event of any major disaster or epidemic, Preferred Providers shall render or attempt to arrange for the provision of covered services insofar as practical, according to their best judgment, within the limitations of such facilities and personnel as are then available; but neither the Plan, Anthem Blue Cross, nor Preferred Providers have any liability or obligation for delay or failure to provide any such services due to lack of available facilities or personnel if such lack is the result of such disaster or epidemic.

## MEDICAL CLAIMS REVIEW AND APPEALS PROCESS

The procedures outlined below are designed to ensure you have a full and fair consideration of claims submitted to the Plan.

The following procedures shall be used to resolve any dispute which results from any act, failure to act, error, omission or medical judgment determination by Anthem Blue Cross' Review with respect to any medical claim filed by you or on your behalf. The procedures should be followed carefully and in the order listed.

The cost of copying and mailing medical records required for Anthem Blue Cross to review its determination is your or your Authorized Representative's responsibility.

### **1. Notice of Claim Denial – Adverse Benefit Determination (ABD)**

In the event any claim for benefits is denied, in whole or in part, Anthem Blue Cross will notify you and/or your Authorized Representative of such denial in writing within 30 days. Any denial of a claim for benefits is considered an "Adverse Benefit Determination" (ABD) and can be based on the fact that it is not a covered benefit, the treatment is not Medically Necessary, or the treatment is Experimental/Investigational. The denial can be the result of Utilization Review for a prospective service, a service that is currently being pursued, or a service that has already been provided. (See Utilization Review on pages 68-73.) The ABD shall contain specific reasons for the denial and an explanation of the Plan's review and appeal procedure. Any ABD is subject to Internal Review upon request.

### **2. Internal Review**

You and/or your Authorized Representative may request a review of an ABD by writing or calling Anthem Blue Cross' Member Services Department within 180 days of receipt of an ABD. Your appeal or grievance must clearly state your issue, such as the reasons you disagree with the ABD or why you are dissatisfied with the Services you received. If you would like Anthem Blue Cross to consider your grievance on an urgent basis, please write "urgent" on the request and provide the rationale. (See definition of "Urgent Review" on page 84.) Requests for review should be sent to:

Anthem Blue Cross  
Attention: Grievances and Appeals  
P.O. Box 60007  
Los Angeles, CA 90060-0007  
Telephone: 1-877-737-7776  
Fax#: 818-234-3824

You and/or your Authorized Representative may submit written comments, documents, records, scientific studies, and other information relating to the claim that resulted in an ABD in support of the request for Internal Review. You and/or your Authorized Representative will be provided, upon request and free of charge, reasonable access to records and other information relevant to your claim for benefits, including the right to review the claim file and submit evidence.

Anthem Blue Cross will acknowledge receipt of a request for Internal Review by written notice to you and/or your Authorized Representative within 5 business days. Anthem Blue Cross will then either uphold or reject the ABD within 30 days of the request for Internal Review if it involves an authorization of services (pre-service appeal or concurrent appeal) or within 60 days for services that have already been provided (post-service appeal).

If Anthem Blue Cross upholds the ABD within the timeframes described above, that decision becomes a "Final Adverse Benefit Determination" (FABD), and you and/or your Authorized Representative may pursue the independent External Review process described in section 5. below. You and/or your Authorized Representative may also request an independent External Review if Anthem Blue Cross fails to render a decision within the timelines specified above for Internal Review.

## MEDICAL CLAIMS REVIEW AND APPEALS PROCESS

### 3. Urgent Review

An urgent appeal is resolved within 72 hours upon receipt of the request, but only if Anthem Blue Cross determines the grievance meets one of the following:

- The standard appeal timeframe could seriously jeopardize your life, health, or ability to regain maximum function; **OR**
- The standard appeal timeframe would, in the opinion of a Physician with knowledge of your medical condition, subject you to severe pain that cannot be adequately managed without extending their course of covered treatment; **OR**
- A Physician with knowledge of your medical condition determines that your grievance is urgent.

If Anthem Blue Cross determines the grievance request does not meet one of the above requirements, the grievance will be processed as a standard request. If your situation is subject to an urgent review, you and/or your Authorized Representative can simultaneously request an independent External Review described below.

### 4. Request for Independent External Review

If the FABD includes a decision based on Medical Judgment, the FABD will include the Plan's standard for Medical Necessity or other Medical Judgment related to that determination, and describe how the treatment fails to meet the Plan's standard. You and/or your Authorized Representative will be notified that you may request an independent External Review of that determination by an Independent Review Organization (IRO). This review is at no cost to you. Examples of Medical Judgment include, but are not limited to:

- The appropriate health care setting for providing medical care to an individual (such as Outpatient versus Inpatient care or home care versus Rehabilitation facility); or
- Whether treatment by a specialist is Medically Necessary or appropriate pursuant to the Plan's standard for Medical Necessity or appropriateness); or
- Whether treatment involved "emergency care" or "urgent care", affecting coverage or the level of Coinsurance.

For more information about the Plan's standard for Medical Necessity, please see page 21.

You and/or your Authorized Representative may request an independent External Review no later than 4 months from the date of receipt of the FABD. The type of services in dispute must be a covered benefit. For cases involving Medical Judgment, you and/or your Authorized Representative must exhaust the independent External Review prior to requesting a CalPERS Administrative Review. (See CalPERS Administrative Review and Administrative Hearing on pages 86-87.)

You and/or your Authorized Representative may also request an independent External Review if Anthem Blue Cross fails to render a decision within the timelines specified above for Internal Review. For a more complete description of independent External Review rights, please see 45 Code of Federal Regulations section 147.136.

### 5. Request for CalPERS Administrative Review Process

If you remain dissatisfied after exhausting the Internal Review process for benefit decisions and the independent External Review in cases involving Medical Judgment, you and/or your Authorized Representative may request a CalPERS Administrative Review. You and/or your Authorized Representative may also request Administrative Review in connection with an objection to the processing of a claim by Anthem. Please see section 1. above.

### Grievance Resolution

We are committed to providing you with quality care and with a timely response to your concerns. You can discuss your concerns with our Member Services representatives by calling 1-877-737-7776 (TTY/TDD services are available by dialing 711) or by visiting our website at [www.anthem.com/ca/calpers](http://www.anthem.com/ca/calpers).

## MEDICAL CLAIMS REVIEW AND APPEALS PROCESS

### **Grievances**

This "Grievances" section describes our grievance procedure. A grievance is any expression of dissatisfaction expressed by you or your authorized representative. Our team will review, investigate, and respond to your concern(s) within 30-days from the date your grievance was filed. You must file your grievance within 180 days following the incident or action that is subject to your concern(s).

If you want to file an appeal for a claim or procedure that has been denied, please refer to the process outlined in this "Medical Claims Review and Appeals Process" section.

# CaPERS ADMINISTRATIVE REVIEW AND ADMINISTRATIVE HEARING

## 1. Administrative Review

If you remain dissatisfied after exhausting the Internal Review process for benefit decisions and the independent External Review in cases involving Medical Judgment, you and/or your Authorized Representative may submit a request for CalPERS Administrative Review. The California Code of Regulations, Title 2, Section 599.518 requires that you exhaust Anthem Blue Cross' or the Optum Rx® internal grievance process, and the independent External Review process, when applicable, prior to submitting a request for CalPERS Administrative Review.

This request must be submitted in writing to CalPERS within 30 days from the date of the FABD for benefit decisions or the independent External Review decision in cases involving Medical Judgment. Upon satisfactory showing of good cause, CalPERS may grant additional time to file a request for an Administrative Review, not to exceed thirty (30) days. For objections to claim processing, the request must be submitted within 30 days of Anthem Blue Cross affirming its decision regarding the claim or within 60 days from the date you sent the objection regarding the claim to Anthem Blue Cross and Anthem Blue Cross failed to respond within 30 days of receipt of the objection.

You may submit your request and completed Authorization form via e-mail to: [Health.Appeals@CalPERS.ca.gov](mailto:Health.Appeals@CalPERS.ca.gov); Or, the request may be mailed to:

CalPERS Strategic Health Operations Division  
Health Appeals Coordinator  
P.O. Box 1953  
Sacramento, CA 95812-1953

If you are planning to submit information Anthem Blue Cross or Optum Rx® may have regarding your dispute with your request for Administrative Review, please note that Anthem Blue Cross or Optum Rx® may require you to sign an authorization form to release this information. In addition, if CalPERS determines that additional information is needed after Anthem Blue Cross or Optum Rx® submits the information it has regarding your dispute, CalPERS may ask you to sign an Authorization to Release Health Information (ARHI) form.

If you have additional medical records from Providers that you believe are relevant to CalPERS review, those records should be included with the written request. You should send **copies** of documents, not originals, as CalPERS will retain the documents for its files. You are responsible for the cost of copying and mailing medical records required for the Administrative Review. Providing supporting information to CalPERS is voluntary. However, failure to provide such information may delay or preclude CalPERS in providing a final Administrative Review determination.

CalPERS cannot review claims of medical malpractice, i.e. quality of care.

CalPERS will attempt to provide a written determination within 60 days from the date all pertinent information is received by CalPERS. For claims involving Urgent Care, CalPERS will make a decision as soon as possible, taking into account the medical exigencies, but no later than 3 business days from the date all pertinent information is received by CalPERS.

## 2. Administrative Hearing

You must complete the CalPERS Administrative Review process prior to being offered the opportunity for an Administrative Hearing. Only claims involving covered benefits are eligible for an Administrative Hearing.

You and/or your Authorized Representative must request an Administrative Hearing in writing within 30 days of the date of the Administrative Review determination. Upon satisfactory showing of good cause, CalPERS may grant additional time to file a request for an Administrative Hearing, not to exceed 30 days.

The request for an Administrative Hearing must set forth the facts and the law upon which the request is based. The request should include any additional arguments and evidence favorable to your case not previously submitted for Administrative Review or External Review.

## CalPERS ADMINISTRATIVE REVIEW AND ADMINISTRATIVE HEARING

If CalPERS accepts the request for an Administrative Hearing, it will be conducted in accordance with the Administrative Procedure Act (Government Code section 11500 et seq.). An Administrative Hearing is a formal legal proceeding held before an Administrative Law Judge (ALJ); you and/or your Authorized Representative may, but are not required to, be represented by an attorney. After taking testimony and receiving evidence, the ALJ will issue a Proposed Decision. The CalPERS Board of Administration (Board) will vote regarding whether to adopt the Proposed Decision as its own decision at an open (public) meeting. The Board's final decision will be provided in writing to you and/or your Authorized Representative within two weeks of the Board's open meeting.

### 3. Appeal Beyond Administrative Review and Administrative Hearing

If you are still dissatisfied with the Board's decision, you may petition the Board for reconsideration of its decision, or may appeal to the Superior Court.

**You may not begin civil legal remedies until after exhausting these administrative procedures.**

#### Summary of Process and Rights of Members under the Administrative Procedure Act

- **Right to records, generally.** You may, at your own expense, obtain copies of all non-medical and non-privileged medical records from the Administrator and/or CalPERS, as applicable.
- **Records subject to attorney-client privilege.** Communication between an attorney and a client, whether oral or in writing, will not be disclosed under any circumstances.
- **Attorney Representation.** At any stage of the appeal proceedings, you may be represented by an attorney. If you choose to be represented by an attorney, you must do so at your own expense. Neither CalPERS nor the Administrator will provide an attorney or reimburse you for the cost of an attorney even if you prevail on appeal.
- **Right to experts and consultants.** At any stage of the proceedings, you may present information through the opinion of an expert, such as a Physician. If you choose to retain an expert to assist in presentation of a claim, it must be at your own expense. Neither CalPERS nor the Administrator will reimburse you for the costs of experts, consultants or evaluations.

#### Service of Legal Process

Legal process or service upon the Plan must be served in person at:

CalPERS Legal Office  
Lincoln Plaza North  
400 "Q" Street  
Sacramento, CA 95814

## CONTINUATION OF GROUP COVERAGE

### Continuation of Group Coverage

Eligibility for Continuation of Group Coverage under PERS Platinum is dependent upon your Employer's participation in the CalPERS Health Benefits Program. If an Employer terminates participation in the CalPERS Health Benefits Program, an active or retired Employee currently enrolled in COBRA or CalCOBRA may choose to continue coverage under COBRA or CalCOBRA with the group health plan providing health care coverage to the Employer. A participant in COBRA or CalCOBRA may not continue coverage under PERS Platinum if the Employer ceases to participate in the CalPERS Health Benefits Program.

Please examine your options carefully before declining this continuation of coverage.

### 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). Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.coveredca.com](http://www.coveredca.com) or [www.healthcare.gov](http://www.healthcare.gov).

### Consolidated Omnibus Budget Reconciliation Act (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) continuation of group coverage is provided through federal legislation and allows an enrolled active or retired Employee or his or her enrolled Family Members who lose their regular group coverage because of certain qualifying events to elect continuation of coverage for 18, 29, or 36 months.

An eligible active or retired Employee or his or her Family Member(s) is entitled to elect this coverage provided an election is made within 60 days of notification of eligibility and the required premiums are paid. The benefits of the continuation of coverage are identical to the group Plan, and the cost of coverage may not exceed 102% of the applicable group premiums rate, except for the Employee or enrolled Family Member who is eligible to continue group coverage to 29 months because of entitlement to Social Security disability benefits. In this case, the cost of coverage for months 19 through 29 shall not exceed 150% of the applicable group premiums rate. No Employer contribution is available to cover the premiums.

#### **Qualifying Events**

Two qualifying events allow Employees to request the continuation of coverage for 18 months: (This coverage may be continued for up to 29 months for an Employee that is federally recognized disabled.)

1. the covered Employee's separation from employment (other than by reason of gross misconduct);
2. loss of coverage under an employer's health plan due to a reduction in the covered Employee's work hours to less than half-time (or a permanent intermittent Employee not working the required hours during a control period).

The following five qualifying events allow enrolled Family Member(s) to elect the continuation of coverage for up to 36 months:

1. the active Employee's or retired Employee's death (and the surviving Family Member is not eligible for a monthly survivor allowance from CalPERS);
2. the divorce or legal separation of the covered spouse from the active Employee or retired Employee;
3. the termination of a domestic partnership, defined in Government Code Section 22771;
4. the primary COBRA Subscriber becomes entitled to Medicare;
5. a dependent child ceases to be a dependent child.

Children born to or placed for adoption with the Plan Member during a COBRA continuation period may be added as dependents, provided the Employer is properly notified of the birth or placement for adoption, and such children are enrolled within 30 days of the birth or placement for adoption.

## CONTINUATION OF GROUP COVERAGE

### ***Effective Date of the Continuation of Coverage***

If elected, COBRA continuation of coverage is effective on the date coverage under the group Plan terminates.

### ***Termination of Continuation of Group Coverage***

The COBRA continuation of coverage will remain in effect for the specified period of time, or until any one of the following events terminates the coverage:

1. termination of all Employer-provided group health plans; or
2. the enrollee fails to pay the required premiums on a timely basis; or
3. the enrollee, after electing COBRA, becomes covered under another group health plan; or
4. the enrollee, after electing COBRA, becomes entitled to Medicare benefits; or
5. the continuation of coverage was extended to 29 months, and there has been a final determination that the enrollee is no longer federally recognized disabled.

### ***Notification of a Qualifying Event***

You will receive notice of your eligibility for COBRA continuation of coverage from your Employer if your employment is terminated or your number of work hours is reduced.

The active Employee, retired Employee, or affected Family Member is responsible for requesting information about COBRA continuation of coverage in the event of divorce, legal separation, termination of domestic partnership, or a dependent child's loss of eligibility.

Contact your employing agency (former) or CalPERS directly if you need more information about your eligibility for COBRA continuation of coverage.

## **CalCOBRA Continuation of Group Coverage**

COBRA enrollees who became eligible for federal COBRA coverage on or after January 1, 2003, and have exhausted their 18 month or 29 month maximum continuation coverage available under federal COBRA provisions may be eligible to further continue coverage for medical benefits under the California COBRA Program (CalCOBRA) for a maximum period of 36 months from the date the Plan Member's federal COBRA coverage began.

### ***Qualifying Events***

COBRA enrollees must exhaust all the COBRA coverage to which they are entitled before they can become eligible to continue coverage under CalCOBRA.

### ***Notification Requirements***

You will receive notice from Anthem Blue Cross of your right to possibly continue coverage under CalCOBRA within 180 days prior to the date your federal COBRA will end. To elect CalCOBRA coverage, you must notify Anthem Blue Cross in writing within 60 days of the date your coverage under federal COBRA ends or the date of notification of eligibility, if later.

### ***Effective Date of CalCOBRA Continuation of Coverage***

If elected, this continuation will begin after the federal COBRA coverage ends and will be administered under the same terms and conditions as if COBRA had remained in force.

### ***Premiums***

Premiums for this continuation coverage may not exceed:

1. 110% of the applicable group premiums rate if coverage under federal COBRA ended after 18 months; or
2. 150% of the applicable group premiums rate if coverage under federal COBRA ended after 29 months.

## CONTINUATION OF GROUP COVERAGE

The first payment is due along with the enrollment form within 45 days after electing CalCOBRA continuation coverage. This payment must be sent to Anthem Blue Cross at P.O. Box 629, Woodland Hills, CA 91365-0629 by certified mail or other reliable means of delivery, in an amount sufficient to pay any required premiums and premiums due. Failure to submit the correct amount within this 45-day period will disqualify the former Employee or Family Member from receiving continuation coverage under CalCOBRA. Succeeding premiums are due on the first day of each following month.

The amount of monthly premiums may be changed by Anthem Blue Cross as of any premiums due date. Anthem Blue Cross will provide enrollees with written notice at least 30 days prior to the date any increase in premiums goes into effect.

### ***Termination of CalCOBRA Continuation of Coverage***

This CalCOBRA continuation of coverage will remain in effect for the specified period of time, or until any one of the following events automatically terminates the coverage:

1. the Employer ceases to maintain any group health plan; or
2. the enrollee fails to pay the required premiums on a timely basis; or
3. the enrollee becomes covered under any other health plan; or
4. the enrollee becomes entitled to Medicare; or
5. the enrollee becomes covered under a federal COBRA continuation; or
6. the enrollee moves out of Anthem Blue Cross' service area; or
7. the enrollee commits fraud.

In no event will continuation of group coverage under COBRA, CalCOBRA or a combination of COBRA and CalCOBRA be extended for more than 3 years from the date the qualifying event has occurred which originally entitled the Plan Member to continue group coverage under this Plan.

### **Benefits After Termination**

1. In the event the Plan is terminated by the Board or by PERS Platinum, PERS Platinum shall provide an extension of benefits for a Plan Member who is totally disabled at the time of such termination, subject to the following provisions:
  - a. For the purpose of this benefit, a Plan Member is considered totally disabled when confined in a Hospital or Skilled Nursing Facility or confined pursuant to an alternative care arrangement when, as a result of Accidental Injury or disease, the Member is prevented from engaging in any occupation for compensation or profit or is prevented from performing substantially all regular and customary activities usual for a person of the Member's age and family status, or when diagnosed as totally disabled by the Member's Physician and such diagnosis is accepted by PERS Platinum.
  - b. The services and benefits under this Plan shall be furnished solely in connection with the condition causing such Total Disability and for no other condition not reasonably related to the condition causing the Total Disability, illness or injury. Services and benefits of this Plan shall be provided only when written certification of the Total Disability and the cause thereof has been furnished to Anthem Blue Cross by the Plan Member's Physician within 30 days from the date the coverage is terminated. Proof of continuation of the Total Disability must be furnished by the Member's Physician not less frequently than at 60 day intervals during the period that the termination services and benefits are available.

Extension of coverage shall be provided for the shortest of the following periods:

- Until Total Disability ceases;
- For a maximum period of 12 months after the date of termination, subject to PERS Platinum maximums; or
- Until the Plan Member's enrollment under any replacement Hospital or medical plan without limitation to the disabling condition.

## CONTINUATION OF GROUP COVERAGE

2. If on the date a Plan Member's coverage terminates for reasons other than termination of the Plan by the Board or by PERS Platinum or voluntary cancellation, and the date of such termination of coverage occurs during the Member's certified confinement (in a Hospital, Skilled Nursing Facility or alternative care arrangement), the services and benefits of this Plan shall be furnished solely in connection with the conditions causing such confinement.

Extension of coverage shall be provided for the shortest of the following periods:

- For a maximum period of 91 days after such termination; or
- Until the Plan Member can be discharged from the Hospital or Skilled Nursing Facility as determined by PERS Platinum; or
- Until the Plan's maximum benefits are paid.

## GENERAL PROVISIONS

### Coordination of Benefits

*(Not Applicable to the Outpatient Prescription Drug Program)*

Coordination of Benefits provides maximum coverage for medical and Hospital bills at the lowest cost by avoiding excessive payments. A Plan Member who is covered under more than one group plan will not be permitted to make a "profit" by collecting benefits on any claim in excess of the billed amount. Benefits will be coordinated between the plans to provide appropriate payment, not to exceed 100% of the Allowable Expense. Anthem Blue Cross will send you a questionnaire annually regarding other health care coverage or Medicare coverage. **You must provide this information to Anthem Blue Cross within 30 calendar days.** If you do not respond to the questionnaire, claims will be denied or delayed until Anthem Blue Cross receives the information. You may provide the information to Anthem Blue Cross in writing or by telephoning Member Services.

(The meanings of key terms used in these Coordination of Benefits provisions are shown on the next page under Definitions.)

#### **Effect on Benefits**

If this Plan is determined to be the primary carrier, this Plan will provide its benefits in accordance with the plan design and without reductions due to payments anticipated by a secondary carrier. Physician Members and other Preferred Providers may request payment from the secondary carrier for any difference between their Billed Charges and this Plan's payment.

If the other carrier has the primary responsibility for claims payment, your claim submission under this Plan must include a copy of the primary carrier's Explanation of Benefits together with the itemized bill from the provider of service. Your claim cannot be processed without this information. HMO plans often provide benefits in the form of health care services within specific provider networks and may not issue an Explanation of Benefits for covered services. If the primary carrier does not provide an Explanation of Benefits, you must submit that plan's official written statement of the reason for denial with your claim.

When this Plan is the secondary carrier, its benefits may be reduced so the combined benefit payments and services of all the plans do not exceed 100% of the Allowable Expense. The benefit payment by this Plan will never be more than the sum of the benefits that would have been paid if you were covered under this Plan only.

If this Plan is a secondary carrier with respect to a Plan Member and Anthem Blue Cross is notified that there is a dispute as to which plan is primary, or that the primary carrier has not paid within a reasonable period of time, this Plan will provide the benefits that would have been paid if it were the primary carrier, **only** when the Plan Member:

1. Assigns to this Plan the right to receive benefits from the other plan to the extent that this Plan would have been obligated to pay as secondary carrier, **and**
2. Agrees to cooperate fully in obtaining payment of benefits from the other plan, **and**
3. Allows Anthem Blue Cross to obtain confirmation from the other plan that the benefits claimed have not previously been paid.

#### **Order of Benefits Determination**

When the other plan does not have a Coordination of Benefits provision, it will always be the primary carrier. Otherwise, the following rules determine the order of benefit payments:

1. A plan which covers the Plan Member as other than a dependent shall be the primary carrier.

## GENERAL PROVISIONS

2. When a plan covers a dependent child whose parents are not separated or divorced and each parent has a group plan which covers the dependent child, the plan of the parent whose birth date (excluding year of birth) occurs earlier in the Calendar Year shall be primary carrier. If either plan does not have the birthday rule provision of this paragraph regarding dependent children, primary carrier shall be determined by the plan that does not include this provision.
3. When a claim involves expenses for a dependent child whose parents are separated or divorced, plans covering the child as a dependent will determine their respective benefits in the following order:
  - a. the plan of the parent with custody of the child;
  - b. if the custodial parent has remarried, the plan of the stepparent married to the parent with custody of the child;
  - c. the plan of the noncustodial parent of the child;
  - d. if the noncustodial parent has remarried, the plan of the stepparent married to the parent without custody of the child.
4. Regardless of paragraph 3 above, if there is a court decree that otherwise establishes a parent's financial responsibility for the medical, dental or other health care expenses of the child, then the plan which covers the child as a dependent of that parent shall be the primary carrier.
5. If the above rules do not apply, the plan which has covered the Plan Member for the longer period of time shall be the primary carrier, except for:
  - a. A plan covering a Plan Member as a laid-off or retired Employee or the dependent of a laid-off or retired Employee will determine its benefits after any other plan covering that person as other than a laid-off or retired Employee or their dependent (This does not apply if either plan does not have a provision regarding laid-off or retired Employees.); or
  - b. Two plans that have the same effective date will split Allowable Expense equally between the two plans.

### **Definitions**

**Allowable Expense** — A charge for services or supplies which is considered covered in whole or in part under at least one of the plans covering the Plan Member.

**Explanation of Benefits** — The statement sent to a Member by their health insurance company listing services provided, amount billed, eligible expenses and payment made by the health insurance company. HMO plans often provide health care services for Members within specific provider networks and may not provide an Explanation of Benefits for covered services.

**Other Plan** — Any blanket or franchise insurance coverage, group service plan contracts, group practice or any other prepayment coverage on a group basis, any coverage under labor-management trustee plans, union welfare plans, Employer organization plans, employee benefit organization plans, or Medicare.

**Primary Carrier** — A plan which has primary responsibility for the provision of benefits according to the "Order of Benefit Determination" provisions above and will have its benefits determined first without regard to the possibility that another plan may cover some expenses.

**Secondary Carrier** — A plan which has secondary responsibility for the provision of benefits according to the "Order of Benefit Determination" provisions above and may reduce its benefit payments after the primary carrier's benefits are determined first.

## GENERAL PROVISIONS

### Benefits for Medicare-Eligible Members

Note: The information provided below is based on federal laws and regulations. Therefore this information is subject to change based on changes in those laws and regulations or their interpretation by either the federal government or the courts.

**Active Employees and Their Family Members.** Except as noted below, an actively employed Subscriber who is eligible for Medicare and the spouse of such Subscriber will receive the full benefits of this Plan while the Subscriber remains actively employed.

This Plan will no longer be the primary payer for a Subscriber who is an active Employee or a Family Member of an active Employee who is entitled to Medicare because of permanent kidney failure, also known as “End-Stage Renal Disease”, after 30 months has elapsed from the date that the Subscriber or Family Member would have been eligible for Medicare Part A on the basis of permanent kidney failure.

Note: If you are under age 65 and have been diagnosed with Lou Gehrig’s Disease (ALS), you may be eligible for Medicare during the first month of your eligibility for Social Security Disability benefits. To check eligibility and obtain more information about Disability benefits, look at [www.ssa.gov](http://www.ssa.gov) on the Web, or call the Social Security Administration at 1-800-772-1213.

This Plan may be the primary payer for those Subscribers who are actively employed and their Family Members who (1) are under age 65 and (2) have Medicare coverage because of a Disability.

**Retirees and Their Spouses.** If you are a retired Subscriber, or the spouse of a retired Subscriber, and are eligible for Medicare because you made the required number of quarterly contributions to the Social Security System, this Plan will be considered secondary to Medicare and payment will be determined according to the provisions outlined under “Coordination of Benefits” on pages 92-93.

Retired Employees and their spouses are required to enroll in a supplement to original Medicare plan upon becoming eligible for Medicare Parts A and B. You must contact CalPERS no later than the date you first become eligible for Medicare. You will be provided with information regarding your enrollment into a supplement to original Medicare plan.

### Prudent Buyer Plan Provider Reimbursement

Physicians and other professional providers are paid on a fee-for-service basis, according to an agreed schedule. A Physician participating in the Prudent Buyer Plan may, after notice from Anthem Blue Cross, be subject to a reduced Negotiated Amount in the event the Physician fails to make routine referrals to Preferred 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.

### Continuity of Care

If Anthem Blue Cross (or a Blue Cross and/or Blue Shield Plan outside California) terminates its contractual relationship with a Preferred Provider and you are undergoing a course of treatment from that provider at the time the contract is terminated, you may be able to continue to receive services from that provider (but only if such provider agrees to continue to comply with the same contractual requirements that applied prior to termination).

To qualify, you must have an Acute Condition or a serious chronic condition, a high-risk pregnancy, or a pregnancy that has reached the second or third trimester.

In cases involving an Acute Condition or a serious chronic condition, the Plan shall furnish the enrollee with health care services on a timely and appropriate basis from the terminated provider for up to 90 days, or a longer period if necessary for a safe transfer to another provider as determined by the Plan in consultation with the terminated provider, consistent with good professional practice. Coverage is provided according to the terms and conditions of this Plan applicable to Preferred Providers.

## GENERAL PROVISIONS

In the case of pregnancy, the Plan shall furnish the enrollee with health care services on a timely and appropriate basis from the terminated provider until postpartum services related to the delivery are completed, or a longer period if necessary for a safe transfer to another provider as determined by the Plan in consultation with the terminated provider, consistent with good professional practice. Coverage is provided according to the terms and conditions of this Plan applicable to Preferred Providers.

You may request this continuity of care by calling the Member Services telephone number printed on your ID card.

### Protecting your privacy

#### Where to find our Notice of Privacy Practices

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

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

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

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

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

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

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

You may obtain a copy of our Notice of Privacy Practices on our website at <https://www.anthem.com/ca/health-insurance/about-us/privacy> or you may contact Member Services using the contact information on your identification card.

## LIABILITIES

### Third-Party Liability

If a Plan Member receives medical services covered by PERS Platinum for injuries caused by the act or omission of another person (a "third party"), the Plan Member agrees to:

1. promptly assign his or her rights to reimbursement from any source for the costs of such covered services; and
2. reimburse PERS Platinum, to the extent of benefits provided, immediately upon collection of damages by him or her for such injury from any source, including any applicable automobile uninsured or underinsured motorist coverage, whether by action of law, settlement, or otherwise; and
3. provide PERS Platinum with a lien, to the extent of benefits provided by PERS Platinum, upon the Member's claim against or because of the third party. The lien may be filed with the third party, the third party's agent, the insurance company, or the court; and
4. the release of all information, medical or otherwise, which may be relevant to the identification of and collection from parties responsible for the Member's illness or injury; and
5. notify Anthem Blue Cross of any claim filed against a third party for recovery of the cost of medical services obtained for injuries caused by the third party; and
6. cooperate with CalPERS and Anthem Blue Cross in protecting the lien rights of PERS Platinum against any recovery from the third party; and
7. obtain written consent from CalPERS prior to settling any claim with the third party that would release the third party from the lien or limit the rights of PERS Platinum to recovery.

A PERS Platinum Member (or his/her attorney) must immediately notify the Plan, via certified mail, of the existence of any claim or action against a third party for injuries allegedly caused by the third party. Notices of third party claims and actions must be sent to:

PERS Platinum Health Plan  
Anthem Blue Cross  
P.O. Box 60007  
Los Angeles, CA 90060-0007

PERS Platinum has the right to assert a lien for costs of health benefits paid on behalf of a Plan Member against any settlement with, or arbitration award or judgment against, a third party. PERS Platinum will be entitled to collect on its 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.

### Plan Member Liability When Payment is Made by PERS Platinum

When covered services have been rendered by a Preferred Provider or Participating Pharmacy and payment has been made by PERS Platinum, the Plan Member is responsible only for any applicable Deductible, Copayment and/or Coinsurance. However, if covered services are rendered by a Non-Preferred Provider or a Non-Participating Pharmacy, the Member is responsible for any amount PERS Platinum does not pay.

When a benefit specifies a maximum payment and the Plan's maximum has been paid, the Plan Member is responsible for any charges above the benefit maximum, regardless of the status of the provider who renders the services.

## LIABILITIES

### **In the Event of Insolvency**

If PERS Platinum should become insolvent and no payment, or partial payment, is made for covered services, the Plan Member is responsible for any charges incurred, regardless of the status of the provider who renders the services. Providers may bill the Plan Member directly, and the Member will have no recourse against the California Public Employees' Retirement System, its officers, or Employees for reimbursement of his or her expenses.

### **Plan Liability for Provider Services**

In no instance shall PERS Platinum, Anthem Blue Cross, or the contracted Blue Cross and/or Blue Shield Plan be liable for negligence, wrongful acts or omissions of any person, Physician, Hospital or Hospital employee providing services.

### **Maintenance of Preferred Provider Reimbursement Levels**

If a Preferred Provider breaches or terminates its contract with Anthem Blue Cross or a Blue Cross and/or Blue Shield Plan for Preferred Provider services, PERS Platinum may, based upon Medical Necessity, approve continuation of care at the Preferred Provider level of reimbursement. Upon PERS Platinum's approval, reimbursement shall be made at the Preferred Provider level of reimbursement and the balance will be the obligation of the Plan Member.

In the event that a Preferred Provider is unwilling or unable to provide continuing care to a Plan Member, then it shall be the responsibility of the Member to choose an alternative provider and to determine the Preferred Provider status of that provider.

# OUTPATIENT PRESCRIPTION DRUG PROGRAM

## Outpatient Prescription Drug Benefits

The Outpatient Prescription Drug Benefit Program is administered by Optum Rx<sup>®</sup>. This program will pay for Prescription Drugs which are: (a) prescribed by a Prescriber (defined on page 118) in connection with a covered illness, condition, or Accidental Injury; (b) dispensed by a registered pharmacist; and (c) approved through the Coverage Management Programs described in the Prescription Drug Coverage Management Programs section on pages 105-106. All Prescription Drugs are subject to clinical utilization review when dispensed and to the exclusions listed in the Outpatient Prescription Drug Exclusions on pages 107-108. A valid prescription is a written order issued by a licensed Prescriber for the purpose of dispensing a Drug and shall meet all federal/state regulations as required by law.

The Plan's Outpatient Prescription Drug Benefit Program is designed to save you and the Plan money without compromising safety and effectiveness standards. You are encouraged to ask your Prescriber to prescribe Generic Medications or Medications on the Optum Rx<sup>®</sup> Preferred Drug List whenever possible. Members can still receive any covered Medication, and your Prescriber still maintains the choice of Medication prescribed but this may increase your financial responsibility. All Prescriptions will be filled with a FDA-approved bioequivalent Generic, if one exists, unless your Physician specifies otherwise.

**Although Generic Medications (defined on page 115) are not mandatory, the Plan encourages you to purchase Generic Medications whenever possible. Generic equivalent medications may differ in color, size, or shape, but the U.S. Food and Drug Administration (FDA) requires that they have the same quality, strength, purity and stability as the Brand-Name Medications (defined on page 113). Prescriptions filled with equivalent Generic Medications generally have lower Copayments and also help to manage the increasing cost of health care without compromising the quality of your pharmaceutical care.**

Go to [optumrx.com/calpers](https://optumrx.com/calpers) to check your plan's formulary to see if your Medication is covered. You can also search for lower cost alternatives.

**Coordination of Benefits provisions do not apply to the Outpatient Prescription Drug Program (refer to pages 92-93).**

## Classification of Medications

The lists of Specialty Medications (available only through Optum<sup>®</sup> Specialty Pharmacy), and Maintenance Medications are subject to change. To find out which Medications are impacted, Members can visit Optum Rx<sup>®</sup> on-line at [optumrx.com/calpers](https://optumrx.com/calpers) or call Optum Rx<sup>®</sup> Member Services at 1-855-505-8110 (TTY users call 711), 24 hours a day, 7 days a week.

## Copayment Structure

Your Copayment will vary depending on whether you use retail versus Home Delivery/ Preferred90; whether you select Generic, Preferred or Non-Preferred Brand-Name Medications; whether your Drug is a Maintenance Medication; and, for Brand-Name Drugs, whether a Generic Drug equivalent is available.

Maintenance Medication can be filled for three Copayments, up to a 90-day supply, at a Participating Pharmacy other than Optum Rx Home Delivery or a Preferred90 retail Pharmacy.

The Copayment applies to each Prescription Order and to each refill. The Copayment is not reimbursable and cannot be used to satisfy any Deductible requirement. Under some circumstances, your Prescription may cost less than the actual Copayments, and you will be charged the lesser amount.

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

### Coinsurance, “Member Pays the Difference” and “Partial Copay Waiver”

- Erectile or Sexual Dysfunction Drugs are subject to a 50% Coinsurance.
- “Member Pays the Difference” program: If a Brand Name Medication is selected when a Generic Drug equivalent is available, Members will pay the difference in cost between the Brand Name Medication and the Generic Drug equivalent, plus the Generic Drug Copayment.
- You may apply for a Member Pays the Difference Exception by contacting Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711) to request an Exception form. Your Physician must document the Medical Necessity for the Brand product(s) versus the available Generic alternative(s).
- You may apply for a Partial Copay Waiver Exception only for Non-Preferred Brand Medications by contacting Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711) to request an Exception form. Your Physician must document the Medical Necessity for the Non-Preferred Brand product(s) versus the available Generic or Preferred Brand alternative(s).
- Partial Copay Waiver Exception and Member Pays the Difference Exception authorizations will be entered from the date of the approval. Retroactive reimbursement requests will not be granted. Erectile or Sexual Dysfunction Medications are excluded.

### Retail Pharmacy Program

Medication for a short duration, up to a 30-day supply, may be obtained from a Participating Pharmacy by using your PERS Platinum ID card.

There are many Participating Pharmacies outside California that will also accept your PERS Platinum ID card. At Participating Pharmacies, simply show your ID card to receive a 30-day supply by paying either:

- \$5 Copayment for Tier 1 Medication
- \$20 Copayment for Tier 2 Medication
- \$50 Copayment for Tier 3 Medication
- Partial Copay Waiver not applicable in a retail pharmacy

Tier 3 Medication can be purchased for a \$40 copayment with an approved Partial Copay Waiver at preferred retail pharmacies only. To find a preferred retail pharmacy close to you, visit the Optum Rx website at [optumrx.com/calpers](http://optumrx.com/calpers) or contact Optum Rx Member Services at 1-855-505-8110 (TTY 711).

If the Pharmacy does not accept your ID card and is a Non-Participating Pharmacy (defined on page 117), there may be an additional charge to you.

To find a Participating Pharmacy close to you, simply visit the Optum Rx® website at [optumrx.com/calpers](http://optumrx.com/calpers) or contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711). If you want to utilize a Non-Participating Pharmacy, please follow the procedure for using a Non-Participating Pharmacy described on the next page. For more information on Optum Rx® Home Delivery, see How To Use Optum Rx® Home Delivery on pages 102-103, visit the Optum Rx® website at [optumrx.com/calpers](http://optumrx.com/calpers) or call Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711).

Maintenance Medication can be filled for three Copayments, up to a 90-day supply at a Participating Pharmacy other than Optum Rx Home Delivery or a Preferred90 retail Pharmacy.

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

If you refill a Maintenance Medication at a Participating Pharmacy other than Optum Rx® Home Delivery or a Preferred90 retail Pharmacy after the second fill, you will be charged a higher Copayment for up to a 30-day supply, as described below:

- Tier 1 Medication \$10
- Tier 2 Medication \$40
- Tier 3 Medication \$100

### Preferred90 Retail Pharmacy Program

Maintenance Medications for long-term or chronic conditions may be obtained at Optum Rx® Home Delivery or at Preferred90 retail Pharmacy locations for two Copayments up to a 90-day supply. Preferred90 retail Pharmacies, which include Walgreens and many other Pharmacies, allow you to choose an in-person retail experience at the Plan's lower Home Delivery Copayment structure. **To find Preferred90 retail pharmacies, visit Optum Rx® on-line or call Optum Rx® Member Services.**

- You can receive up to a **90-day supply** of Maintenance Medication for only:
  - \$10 for each Tier 1 Medication
  - \$40 for each Tier 2 Medication
  - \$100 for each Tier 3 Medication

Tier 3 Medication can be purchased for \$70 Copayment with an approved Partial Copay Waiver (page 99)

### How To Use The Retail Pharmacy Program Nationwide

#### Participating Pharmacy

Take your Prescription to any Participating Pharmacy\*. Present your PERS Platinum ID card to the pharmacist. The pharmacist will fill the Prescription for up to a 30-day supply of Medication. Verify that the pharmacist has accurate information about you and your covered dependents, including date of birth and gender.

\*Limitations may apply.

#### Non-Participating Pharmacy/Out-of-Network/Foreign Prescription Claims

If you fill Medications at a Non-Participating Pharmacy, either inside or outside California, **you will be required to pay the full cost of the Medication at the time of purchase.** To receive reimbursement, complete an Optum Rx® Prescription Reimbursement Claim Form and mail it to the address indicated on the form. Payment will be made directly to you. It will be based on the amount that the Plan would reimburse a Participating Pharmacy minus the applicable Copayment. **Claims must be submitted within 12 months from the date of purchase to be covered. Any claim submitted outside the 12 month time period will be denied.**

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

<b>Example of a Direct Reimbursement Claim for a Tier 2 Medication*</b>	
Retail Pharmacy charge to you	\$48
Minus the Optum Rx® Negotiated Network Amount on a Tier 2 Medication	-\$30
Amount you pay in excess of Allowable Amount due to using a Non-Participating Pharmacy or not using your ID Card at a Participating Pharmacy	\$18
Plus, your Copayment for a Tier 2 Medication	\$20
<b>Your total financial cost would be</b>	<b>\$38</b>

If you had used your ID Card at a Participating Pharmacy, the Pharmacy would only charge the Plan \$30 for the Drug, and your financial cost would only have been the \$20 Copayment.

Please note that if you paid a higher Copayment after your second fill at retail for a Maintenance Medication, you will not be reimbursed for the higher amount.

Using a Non-Participating Pharmacy or not using your ID card at a Participating Pharmacy results in substantially more cost to you than using your ID card at a Participating Pharmacy. Under certain circumstances, your Copayment amount may be higher than the cost of the Medication, and no reimbursement would be allowed.

\*Dollar amounts listed are for illustration only and will vary depending on your particular Prescription.

**Vacation Overrides: Members are generally allowed up to a 30-day supply, 2 times per medication, per rolling year.**

**Foreign Prescription Drug Claims:** There are no participating pharmacies outside of the United States. To receive reimbursement for Outpatient Prescription Medications purchased outside the United States, complete an Optum Rx® Prescription Reimbursement Claim Form and mail the form along with your pharmacy receipt to Optum Rx®. Receipts must be submitted in English. For additional claim reimbursement information, visit the Optum Rx® website at [optumrx.com/calpers](http://optumrx.com/calpers), or call Optum Rx® at 1-855-505-8110 (TTY users call 711).

Reimbursement for Drugs will be limited to those obtained while living or traveling outside of the United States and will be subject to the same restrictions and coverage limitations as set forth in this Evidence of Coverage document. Excluded from coverage are foreign Drugs for which there is no approved U.S. equivalent, Experimental or Investigational Drugs, or Drugs not covered by the Plan (e.g., Drugs used for cosmetic purposes, Drugs for weight loss, etc.). Please refer to the Outpatient Prescription Drug Exclusions section on pages 107-108.

**Claims must be submitted within 12 months from the date of purchase.**

### **Direct Reimbursement Claim Forms**

To obtain an Optum Rx® Prescription Reimbursement Claim Form and information on Participating Pharmacies, visit the Optum Rx® website at [optumrx.com/calpers](http://optumrx.com/calpers), or contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711). You must sign any Prescription Reimbursement Claim Forms prior to submitting the form (and Prescription Reimbursement Claim Forms for Plan Members under age 18 must be signed by the Plan Member's parent or guardian).

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

### Compound Medications

Compound Medications, in which two or more ingredients are combined by the pharmacist, qualify for coverage if the active ingredients: (a) require a Prescription; (b) are FDA approved; and (c) are covered by CalPERS. Compound Medications are subject to Coverage Management Programs described on page 105.

Under the Compound Management Program, Compound Medications can be excluded if: (1) there is an FDA approved alternative available that is more efficacious and safe; (2) contains a bulk chemical that is not FDA approved and is on our bulk exclusion list; or (3) includes a pre-packaged compound kit.

Only products that are FDA-approved and commercially available will be considered Preferred for purposes of determining copayment. The Copayment for a compound Medication is based on the pricing of each individual Drug used in the compound. Compound Medications that contain more than one ingredient will be subject to the applicable Copayment tier of the highest cost ingredient. To verify if a Compound Medication is covered or for a list of compounding Pharmacies, please call Optum Rx<sup>®</sup> Member Services at 1-855-505-8110 (TTY users call 711) for details. Please note that certain fees charged by the compounding Pharmacies may not be covered by your insurance.

If a Participating Pharmacy or a Non-Participating Pharmacy is not able to bill online, you will be required to pay the full cost of the compound Medication at the time of purchase and then submit a direct claim for reimbursement. To receive reimbursement, complete the Optum Rx<sup>®</sup> Prescription Reimbursement Claim Form and mail it to the address indicated on the form. Reimbursement will only be available for covered Drugs in accordance with the Plan provisions. Please see page 100 regarding reimbursement for Drugs provided by a Non-Participating Pharmacy.

### Home Delivery Program (“Home Delivery”)

Maintenance Medications for long-term or chronic conditions may be obtained by mail, for **up to a 90-day supply**, through the Optum Rx<sup>®</sup> Home Delivery Program. Home Delivery offers additional savings, specialized clinical care and convenience if you need Prescription Medication on an ongoing basis. For example:

You can receive up to a **90-day supply** of Medication for only:

\$10 for each Tier 1 Medication

\$40 for each Tier 2 Medication

\$100 for each Tier 3 Medication

**Please note that all prescriptions mailed by the Optum Rx<sup>®</sup> Home Delivery Program will be subject to the copays above regardless of quantity.**

Tier 3 Medication can be purchased for \$70 Copayment with an approved Partial Copay Waiver (page 99).

- **Convenience:** Your Medication is delivered to your home by mail.
- **Security:** You can receive up to a 90-day supply of Medication at one time.
- **A toll-free member services number:** Your questions can be answered by contacting Optum Rx<sup>®</sup> Member Services Representative at 1-855-505-8110 (TTY users call 711).

### How To Use Optum Rx<sup>®</sup> Home Delivery

If you must take medication on an ongoing basis, Optum Rx<sup>®</sup> Home Delivery is ideal for you. To get started with home delivery, select from one of the following options:

1. Ask your Prescriber to prescribe Maintenance Medications for up to a 90-day supply (i.e., if once daily, quantity of 90; if twice daily, quantity of 180; if three times daily, quantity of 270, etc.), plus refills if appropriate.

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

2. Ask your Prescriber to send your Prescription to Optum Rx<sup>®</sup> electronically (known as e-prescribing) or to fax the Prescription. Optum Rx<sup>®</sup> can only accept faxed Prescriptions from Prescribers.
3. Set up an online account at [optumrx.com/calpers](https://optumrx.com/calpers). Then, log in and select **Get Started**. Choose which Medication you would like to receive through Optum Rx<sup>®</sup> Home Delivery.
4. Call Optum Rx<sup>®</sup> at 1-855-505-8110 (TTY users call 711), 24 hours a day, 7 days a week. With your permission, we can contact your doctor's office on your behalf to set up home delivery.
5. Complete and return a New Prescription Order form to Optum Rx<sup>®</sup>. Forms can be downloaded from [optumrx.com/calpers](https://optumrx.com/calpers).
  - a. Along with your completed form, you must send the following to Optum Rx<sup>®</sup>:
    1. The original Prescription Order(s) – **Photocopies are not accepted**.
    2. If you are not paying with a credit card, you must include a check or money order payable to Optum Rx<sup>®</sup> for an amount that covers your Copayment for each Prescription.

To order home delivery refills from Optum Rx<sup>®</sup>, select one of the following options:

1. Log in to your online account. Select the Medications you wish to refill.
2. Download the Optum Rx<sup>®</sup> App for your Apple<sup>®</sup> or Android<sup>™</sup> smartphone. Open the app, select Medicine cabinet. Choose which medication you want to refill.
3. Call Optum Rx<sup>®</sup> at 1-855-505-8110 (TTY users call 711) and we can help you refill your Medication.
4. By mail: Complete and return the prepopulated refill form that was included in your medication package from your previous order with Optum Rx<sup>®</sup>. Optum Rx<sup>®</sup> also includes a return envelope in each order.

**New prescriptions Optum Rx<sup>®</sup> Home Delivery Pharmacy receives directly from your doctor's office.** After the pharmacy receives a prescription from a health care provider, it will be filled immediately. It is important that you respond if you are contacted by the pharmacy to prevent any delays in shipping.

**Refills on mail-order prescriptions.** For refills of your Drugs, you have the option to sign up for an automatic refill program. Under this program we will start to process your next refill automatically when our records show you should be close to running out of your drug. You can cancel scheduled refills if you have enough of your medication or if your medication has changed. If you choose not to use our automatic refill program, please contact your pharmacy 15 days before you think the drugs you have on hand will run out to make sure your next order is shipped to you in time.

To opt out of the automatic refill program, which automatically prepares mail-order refills, please contact us by calling Optum Rx<sup>®</sup> at 1-855-505-8110 (TTY users call 711).

To confirm your order before shipping, please make sure to let the pharmacy know the best ways to contact you. Please call Optum Rx<sup>®</sup> to give us your preferred phone number

### How to submit a payment to Optum Rx<sup>®</sup>

You should always submit a payment to Optum Rx<sup>®</sup> when you order Prescriptions through Optum Rx<sup>®</sup> Home Delivery, just as if you were ordering a Prescription from a retail Pharmacy. Optum Rx<sup>®</sup> accepts the following as types of payment methods:

- Check/Money Order
- Credit Card/Debit Card - Visa<sup>®</sup>, MasterCard<sup>®</sup>, Discover<sup>®</sup>, American Express<sup>®</sup>
- ACH Payments

## OUTPATIENT PRESCRIPTION DRUG PROGRAM

- Ship and Bill – Ship and Bill is a way to pay in full or over time without using a credit card. Contact Optum Rx® if you would like more information.

Optum Rx® recommends keeping a credit card on file for Copayments. You can securely set up your credit card through your online account or by calling Optum Rx®. Then, each time you refill a Prescription, Optum Rx® will bill the copayment amount to the default credit card on file.

Go to [optumrx.com/calpers](https://optumrx.com/calpers) to check your plan's formulary to see if your Medication is covered. You can also search for lower cost alternatives.

# PRESCRIPTION DRUG COVERAGE MANAGEMENT PROGRAMS

## Coverage Management Programs

The Plan's Prescription Drug Coverage Management Programs include, but are not limited to the Step Therapy and Prior Authorization Program/Point of Sale Utilization Review Program. Additional programs may be added at the discretion of the Plan. **The Plan reserves the right to exclude, discontinue or limit coverage of Drugs or a class of Drugs, at any time following a review.**

The Plan may implement additional new programs designed to ensure that Medications dispensed to its Members are covered under this Plan. **As new Medications are developed, including generic versions of Brand-Name Medications, or when Medications receive FDA approval for new or alternative uses, the Plan reserves the right to review the coverage of those Medications or class of Medications under the Plan. Any benefit payments made for a Prescription Medication will not invalidate the Plan's right to make a determination to exclude, discontinue or limit coverage of that Medication at a later date.**

The purpose of Prescription Drug Coverage Management Programs, which are administered by Optum Rx® in accordance with the Plan, is to ensure that certain Medications are covered in accordance with specific Plan coverage rules.

## Step Therapy

The Step Therapy program helps you and your Prescriber choose a lower-cost medication as the first step in treating your health condition. Before certain targeted Brand-Name Drugs are covered, this program requires that you try a different medication (usually a generic) as the first step in treating your health condition. If you cannot or will not make the change, there are the following options:

- If the change is not clinically appropriate, your Prescriber may request a prior authorization.
- If you do not make the change, your targeted Brand-Name Drug will not be covered and you will have to pay the full cost of the Drug.

To find out if your medication is subject to Step Therapy contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711) or visit [optumrx.com/calpers](https://optumrx.com/calpers).

## Prior Authorization/Point of Sale Utilization Review Program

Some Prescriptions require a prior authorization to make sure your Prescription meets your plan's coverage rules. When you talk with your Prescriber, use the pricing tool on the Optum Rx® App to help confirm whether you need a prior authorization for your Medication and if there are any alternatives that meet the plan's coverage rules. You can also talk about what you need to do to get your Medication. Approvals for prior authorizations can be granted for up to one year; however, the timeframe may be greater or less, depending on the Medication. You and your Prescriber will receive notification from Optum Rx® of the prior authorization outcome within a few days. Some Medications that require prior authorization may be subject to quantity limits.

Please visit the Optum Rx® website at [optumrx.com/calpers](https://optumrx.com/calpers), use the Drug Pricing tool in the Optum Rx® App or contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711) to determine if your Medication requires prior authorization.

## PRESCRIPTION DRUG COVERAGE MANAGEMENT PROGRAMS

### **Optum® Specialty Pharmacy Services (“Optum® Specialty Pharmacy”)**

The Optum® Specialty Pharmacy offers convenient access and delivery of Specialty Medications (as defined in this Evidence of Coverage booklet), many of which are injectable, as well as personalized service and educational support. An Optum® Specialty Pharmacy patient care representative will be your primary contact for ongoing delivery needs, questions, and support.

To obtain Specialty Medications, you or your Prescriber should call Optum® Specialty Pharmacy at 1-855-427-4682. Optum® Specialty Pharmacy hours of operation are 8:30 AM to 10:00 PM EST, Monday through Friday; however, pharmacists are available for clinical consultation 24 hours a day, 7 days a week.

Please contact Optum® Specialty Pharmacy at 1-855-427-4682 for specific coverage information.

Specialty Medications will be limited to a maximum 30-day supply.

**Specialty Preferred Medications** - Specialty Preferred Medication strategies control costs and maintain quality of care by encouraging prescribing toward a clinically effective therapy. This program requires a Member to try the preferred Specialty Medication(s) within the Drug class prior to receiving coverage for the non-preferred Medication. If you don't use a preferred Specialty Medication, your Prescription may not be covered and you may be required to pay the full cost. The Member has the opportunity to have the Prescriber change the Prescription to the preferred Medication or have the Prescriber submit a request for coverage through an exception. Clinical exception requests are reviewed to determine if the non-preferred Medication is Medically Necessary for the Member.

## OUTPATIENT PRESCRIPTION DRUG EXCLUSIONS

Except as otherwise required by law, the following are excluded under the Outpatient Prescription Drug Program:

1. Non-medical devices, including but not limited to: Durable Medical Equipment, digital therapies, support garments, continuous glucose meters, appliances and supplies regardless of their intended use, even if prescribed by a physician. Exceptions: Select insulin, diabetic supplies and agents used to administer or manage specific conditions are covered with a valid prescription. \*
2. Off label use of FDA approved Drugs\*\*, if determined inappropriate through Optum Rx® Coverage Management Programs.
3. Any quantity of dispensed Medications that is determined inappropriate as determined by the FDA or through Optum Rx® Coverage Management Programs.
4. Over-the-Counter (OTC), Behind-the-Counter (BTC) or medicines obtainable without a Prescriber's Prescription. Exceptions: Select scheduled cough and cold products and select insulin, diabetic supplies and agents used to administer or manage specific conditions are covered with a valid prescription.
5. Dietary and herbal supplements, minerals, health aids, homeopathics, any product containing a medical food, and any vitamins whether available over the counter or by Prescription (e.g., multi-vitamins, and pediatric vitamins), except Prescriptions for single agent vitamin D, vitamin K, vitamin B12 injections, and folic acid.
6. Anorexiant and appetite suppressants or any other anti-obesity Drugs.
7. Supplemental fluorides (e.g., infant drops, chewable tablets, gels and rinses), except as required by law.
8. Charges for the purchase of blood or blood plasma.
9. Hypodermic needles and syringes, except as required for the administration of a covered Drug.
10. Drugs which are primarily used for cosmetic purposes rather than for physical function or control of organic disease.
11. Drugs labeled "Caution – Limited By Federal Law to Investigational Use" or non-FDA approved Investigational Drugs. Any Drug or Medication prescribed for experimental indications.
12. Any Drugs prescribed solely for the treatment of an illness, injury or condition that is excluded under the Plan.
13. Professional charges for the administration of Prescription Drugs or injectable insulin. \*
14. Any charges for immunization agents, except as required by law. \*
15. Any charges for desensitization products, allergy, serum or biological sera including the administration thereof. \*
16. Medication for which the cost is recoverable under any workers' compensation or occupational disease law, or any state or governmental agency, or any other third-party payer; or Medication furnished by any other Drug or medical services for which no charge is made to the Plan Member.
17. Reimbursement of charges from a non-Outpatient facility for Drugs or Medicines taken by, or administered to, a Plan Member.
18. Refills of any Prescription in excess of the number of refills specified by a Prescriber as allowed per federal/state laws.

## OUTPATIENT PRESCRIPTION DRUG EXCLUSIONS

19. Any Drugs or Medicines dispensed more than one year following the date of the Prescriber's Prescription Order as allowed per federal/state laws. Note, controlled substances may be less than one year depending on federal/state laws.
20. Any Participating Pharmacy or non-Participating Pharmacy charges for special handling and/or shipping costs.

**NOTE: While not covered under the Outpatient Prescription Drug Program benefit, items marked by an asterisk (\*) are covered as stated under the Hospital Benefits, Home Health Care, Hospice Care, Home Infusion Therapy and Professional Services provisions of Medical and Hospital Benefits, and Description of Benefits (see Table of Contents), subject to all terms of this Plan that apply to those benefits.**

\*\*Drugs awarded DESI (Drug Efficacy Study Implementation) Status by the FDA were approved between 1938 and 1962 when Drugs were reviewed on the basis of safety alone; efficacy (effectiveness) was not evaluated. The FDA allows these products to continue to be marketed until evaluations of their effectiveness have been completed. DESI Drugs may continue to be covered under the CalPERS outpatient Pharmacy benefit until the FDA has ruled on the approval application.

### **Services Covered By Other Benefits**

When the expense incurred for a service or supply is covered under another benefit section of the Plan, it is not a Covered Expense under the Outpatient Prescription Drug Program benefit.

# PRESCRIPTION DRUG CLAIM REVIEW AND APPEALS PROCESS

Optum Rx<sup>®</sup> manages both the administrative and clinical Prescription Drug appeals process for CalPERS. If you wish to request a coverage determination, you or your Authorized Representative, may contact Optum Rx<sup>®</sup> Members Services at 1-855-505-8110 (TTY users call 711). Member Services will provide you with instructions and the necessary forms to begin the process. The request for a coverage determination must be made in writing to Optum Rx<sup>®</sup>. If your request is denied, the written response from Optum Rx<sup>®</sup> is an initial determination and will include your appeal rights. A denial of the request is an Adverse Benefit Determination (ABD), and may be appealed through the Internal Review process described below. Denials of requests for Partial Copayment Waivers and Member Pay the Difference Exceptions are ABDs, and you may appeal them through the Internal Review process. If the appeal is denied through the Internal Review process, it becomes a Final Adverse Benefit Determination (FABD) and for cases involving Medical Judgment, you may pursue an independent External Review as described below, or for benefit decisions may request a CalPERS Administrative Review.

The cost of copying and mailing medical records required for Optum Rx<sup>®</sup> to review its determination is the responsibility of you or your Authorized Representative requesting the review.

## 1. Denial of claims of benefits

Any denial of a claim is considered an ABD and is eligible for Internal Review as described in section 2. below. FABDs resulting from the Internal Review process may be eligible for independent External Review in cases involving Medical Judgment, as described in section 4. below.

### a. Denial of a Drug Requiring Approval Through Coverage Management Programs

You may request an Internal Review for each Medication denied through Coverage Management Programs within 180 days from the date of the notice of initial benefit denial sent by Optum Rx<sup>®</sup>. This review is subject to the Internal Review process as described in section 2. below.

Optum Rx<sup>®</sup>  
Prior Authorization Department  
P.O. Box 25183  
Santa Ana, CA 92799

### b. All Denials of Direct Reimbursement Claims

Some direct reimbursement claims for Prescription Drugs are not payable when first submitted to Optum Rx<sup>®</sup>. If Optum Rx<sup>®</sup> determines that a claim is not payable in accordance with the terms of the Plan, Optum Rx<sup>®</sup> will notify you in writing explaining the reason(s) for nonpayment.

If the claim has erroneous or missing data that may be needed to properly process the claim, you may be asked to resubmit the claim with complete information to Optum Rx<sup>®</sup>. If after resubmission, the claim is determined to be payable in whole or in part, Optum Rx<sup>®</sup> will take necessary action to pay the claim according to established procedures. If the claim is still determined to be not payable in whole or in part after resubmission, Optum Rx<sup>®</sup> will inform you in writing of the reason(s) for denial of the claim.

If you are dissatisfied with the denial made by Optum Rx<sup>®</sup>, you may request an Internal Review as described in section 2. below.

## 2. Internal Review

You may request a review of an ABD by writing to Optum Rx<sup>®</sup> within 180 days of receipt of the ABD. Requests for Internal Review should be directed to:

Optum Rx<sup>®</sup>  
Prior Authorization Department  
c/o Appeals Coordinator  
P.O. Box 25184  
Santa Ana, CA 92799

## PRESCRIPTION DRUG CLAIM REVIEW AND APPEALS PROCESS

The request for review must clearly state the issue of the review and include the identification number listed on the Optum Rx® Identification Card, and any information that clarifies or supports your position. For pre-service requests, include any additional medical information or scientific studies that support the Medical Necessity of the service. If you would like us to consider your grievance on an urgent basis, please write "urgent" on your request and provide your rationale. (See definition of "Urgent Review" on this page.)

You may submit written comments, documents, records, scientific studies and other information related to the claim that resulted in the ABD in support of the request for Internal Review. All information provided will be taken into account without regard to whether such information was submitted or considered in the initial ABD.

You will be provided, upon request and free of charge, a copy of the criteria or guidelines used in making the decision and any other information related to the determination. To make a request, contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711).

Optum Rx® will acknowledge receipt of your request within 5 calendar days. For standard reviews of prior authorization of Prescription services (Pre-Service Appeal or Concurrent Appeal), Optum Rx® will provide a determination within 30 days of the initial request for Internal Review.

For standard reviews of Prescriptions or services that have been provided (Post-Service Appeal), Optum Rx® will provide a determination within 60 days of the initial request for Internal Review.

If Optum Rx® upholds the ABD, that decision becomes the Final Adverse Benefit Decision (FABD).

Upon receipt of an FABD, the following options are available to you:

- For FABDs involving medical judgment, you may pursue the independent External Review process described in section 4. below;
- For FABDs involving benefit, you may pursue the CalPERS Administrative Review process as described in section 5. below.

### 3. Urgent Review

An urgent grievance is resolved within 72 hours upon receipt of the request, but only if Optum Rx® determines the grievance meets one of the following:

- The standard appeal timeframe could seriously jeopardize your life, health, or ability to regain maximum function; **OR**
- The standard appeal timeframe would, in the opinion of a Physician with knowledge of your medical condition, subject you to severe pain that cannot be adequately managed without extending your course of covered treatment; **OR**
- A Physician with knowledge of your medical condition determines that your grievance is urgent.

If Optum Rx® determines the grievance request does not meet one of the above requirements, the grievance will be processed as a standard request. If your situation is subject to an urgent review, you can simultaneously request an independent External Review described below.

### 4. Request for Independent External Review

FABD's that are eligible for independent External Review are those that involve an element of Medical Judgment. An example of Medical Judgment would be where there has been a denial of a prior authorization on the basis that it is not Medically Necessary. If the FABD decision is based on Medical Judgment, you will be notified that you may request an independent External Review of that determination by an Independent Review Organization (IRO). This review is at no cost to you. You may request an independent External Review, in writing, no later than 4 months from the date of the FABD. The Prescription in dispute must be a covered benefit. For cases involving Medical Judgment, you must exhaust the independent External Review prior to requesting a CalPERS Administrative Review.

## PRESCRIPTION DRUG CLAIM REVIEW AND APPEALS PROCESS

You may also request an independent External Review if Optum Rx® fails to render a decision within the timelines specified above for Internal Review. For a more complete description of independent External Review rights, please see 45 Code of Federal Regulations section 147.136.

### **5. Request for CalPERS Administrative Review**

If you remain dissatisfied after exhausting the Internal Review process for benefit decisions or the independent External Review in cases involving Medical Judgment, you may submit a request for CalPERS Administrative Review. You must exhaust the Optum Rx® Internal Review process and the independent External Review process, when applicable, prior to submitting a request for a CalPERS Administrative Review. See the section entitled "CalPERS Administrative Review and Administrative Hearing" on pages 86-87.

## DEFINITIONS

When any of the following terms are capitalized in this Evidence of Coverage, they will have the meaning below. This section should be read carefully.

**Accidental Injury** — definite trauma resulting from a sudden, unexpected and unplanned event, occurring by chance, caused by an independent external source.

**Acute Condition/Care** — care provided in the course of treating an illness, injury or condition marked by a sudden onset or change of status requiring prompt attention, which may include hospitalization, but which is of limited duration and not expected to last indefinitely.

**Administrator** —

1. denotes CalPERS as the global administrator of the Plan through the Self-Funded Health Plans Unit of the Health Plan Research and Administration Division of CalPERS, also referred to as “the Plan”; and
2. denotes entities under contract with CalPERS to administer the Plan, also known as “third-party administrators” or “administrative service organizations.”

**Allowable Amount** — the Anthem Blue Cross (applying to Members residing in California or Out-of-Area) or the local Blue Cross and/or Blue Shield Plan (applying to Members outside California) allowance or Negotiated Amount as defined below for the service(s) rendered, or the provider’s Billed Charge, whichever is less. The Allowance is:

1. the amount that Anthem Blue Cross or the local Blue Cross and/or Blue Shield Plan has determined is an appropriate payment for the service(s) rendered in the provider’s geographic area, based on such factors as the Plan’s evaluation of the value of the service(s) relative to the value of other services, market considerations, and provider charge patterns; or
2. such other amount as the Preferred Provider and Anthem Blue Cross or the local Blue Cross and/or Blue Shield Plan have agreed will be accepted as payment for the service(s) rendered; or
3. if an amount is not determined as described in either (1) or (2) above, the amount that Anthem Blue Cross or the local Blue Cross and/or Blue Shield Plan determines is appropriate considering the particular circumstances and the services rendered.

**Alternative Birthing Center** —

1. a birthing room located physically within a Hospital to provide homelike Outpatient maternity facilities, or
2. a separate birthing center that is certified or approved by a state department of health or other state authority and operated primarily for the purpose of childbirth.

**Ambulatory Surgery Center** — an independent entity not affiliated with a Hospital or a surgery center where there is a 51% majority Physician ownership. The center is freestanding and operates under its own tax identification number (TIN), separate from a Hospital’s TIN. These centers do not provide services or accommodations for patients to stay overnight.

**Annuitant** — is defined in accordance with the definition currently in effect in PEMHCA and Regulations.

**Anthem Blue Cross** — the claims administrator responsible for administering medical benefits and providing utilization review services under this Plan. As used in this Evidence of Coverage booklet, the term “Anthem Blue Cross” shall be used to refer to both Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company. Anthem Blue Cross, as defined, is a separate and distinct entity from references to the Blue Cross and Blue Shield Association or Blue Cross and/or Blue Shield Plan providers.

## DEFINITIONS

**Anthem Blue Cross Medical Policy** — general medical policies that reflect the current scientific data and clinical thinking guidance for Medical Necessity and experimental/investigational determinations for new medical technologies, procedures, and certain injectable Drugs and/or the new application of existing medical technologies, procedures, and certain injectable Drugs. The Anthem Blue Cross website provides access to Anthem Blue Cross Medical Policy at [www.anthem.com/ca](http://www.anthem.com/ca). You can also call or write Anthem Blue Cross to obtain medical policy in writing.

**Applied Behavior Analysis (ABA)** — 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.

**Autism Spectrum Disorder** — as defined in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders.

**Behind-the-Counter Drug(s) (BTC)** — a Drug product that does not require a Prescription under federal or state law and is available to Members only through facilitation of the pharmacist or Pharmacy staff. The PERS Platinum outpatient Prescription Drug program does not cover BTC products.

**Billed Charges** — the amount the provider actually charges for services provided to a Member.

**Blue Distinction Centers for Specialty Care (BDCSC)** - are health care providers designated by Anthem as a selected facility for specified medical services. A provider participating in a BDCSC network has an agreement in effect with Anthem Blue Cross at the time services are rendered or is available through their affiliate companies or our relationship with the Blue Cross and Blue Shield Association. BDCSC agrees to accept the Plan payment plus applicable Member Deductibles and Copayments and/or Coinsurance as payment in full for covered services.

A Preferred Provider in the Prudent Buyer Plan network is not necessarily a BDCSC facility. A provider's participation in the Prudent Buyer Plan Network or other agreement with Anthem Blue Cross is not a substitute for a Blue Distinction Centers for Specialty Care Agreement.

**Board** — the Board of Administration of the California Public Employees' Retirement System (CalPERS).

**Brand-Name Medication(s) (Brand-Name Drug(s))** — a Drug which is under patent by its original innovator or marketer. The patent protects the Drug from competition from other Drug companies.

**Calendar Year** — a period commencing at 12:01 a.m. on January 1 and terminating at 12 midnight Pacific Standard Time on December 31 of the same year.

**Centers of Medical Excellence (CME)** — are the following facilities that have a Centers of Medical Excellence Agreement in effect with Anthem Blue Cross at the time services are rendered. CME agrees to accept the Plan payment plus applicable Member Deductibles, Copayments and Coinsurance as payment in full for covered services.

1. **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.
2. **Cardiac Care Facilities.** Hospital facilities developed in collaboration with expert Physicians and medical organizations to provide cardiac care.

A Preferred Provider in the Prudent Buyer Plan Network is not necessarily a CME. A provider's participation in the Prudent Buyer Plan Network or other agreement with Anthem Blue Cross is not a substitute for a Centers of Medical Excellence Agreement.

**Christian Science Nurse** — A Christian Science nurse approved as such by The First Church of Christ, Scientist, in Boston, Massachusetts, and listed in the Christian Science Journal.

**Christian Science Nursing Facility** — A Christian Science nursing facility accredited by The Commission for Accreditation of Christian Science Nursing Organizations/Facilities, Inc.

## DEFINITIONS

**Christian Science Practitioner** — A Christian Science practitioner approved as such by The First Church of Christ, Scientist, in Boston, Massachusetts, and listed in the Christian Science Journal.

**Close Relative** — the spouse, domestic partner, child, brother, sister or parent of a Subscriber or Family Member.

**Coinsurance** — is a set percentage (e.g., 10% / 40%) defined in the Plan and paid by the Member for certain covered services, often after the Member pays the Calendar Year Deductible. When using a Preferred Provider, the Member will need to pay the set percentage Coinsurance until the Member meets the Maximum Calendar Year Coinsurance Responsibility. When using a Non-Preferred Provider, the percentage the Member pays for covered services is higher, and the Coinsurance does NOT accumulate toward the Maximum Calendar Year Coinsurance Responsibility.

**Compound Medication** — A Drug in which two or more ingredients are combined at a Pharmacy. Does not include mixing, reconstituting, or other such acts that are performed in accordance with directions contained in approved labeling provided by the product's manufacturer and other manufacturer directions consistent with that labeling.

**Contract Period** — the period of time from January 1, 2023, through December 31, 2023.

**Copayment** — is a set fixed dollar amount (i.e., office visit copay) defined in the Plan and paid by the Member for certain covered services.

**Cosmetic Procedure** — any surgery, service, Drug or supply primarily to improve the appearance (including appearance altered by disease, trauma, or aging) of parts or tissues of an individual. This definition does not apply to Reconstructive Surgery to restore a bodily function or to correct deformities resulting from injury or disease or caused by congenital anomalies, or surgery which is Medically Necessary following injury or disease to restore function.

**Custodial Care** — care provided either in the home or in a facility primarily for the maintenance of the patient or which is designed essentially to assist the patient in meeting his or her activities of daily living and which is not primarily provided for its therapeutic value in the treatment of illness or Accidental Injury. Custodial care includes, but is not limited to, help in walking, bathing, dressing, feeding (including the use of some feeding tubes not requiring skilled supervision), preparation of special diets, and supervision over self-administration of Medication not requiring constant attention of trained medical personnel.

**Deductible** — The amount you owe for health care services the Plan covers before it begins to pay.

**Disability** — an injury, an illness (including any mental disorder), or a condition (including pregnancy); however,

1. all injuries sustained in any one accident will be considered one disability;
2. all illnesses existing simultaneously which are due to the same or related causes will be considered one disability;
3. if any illness is due to causes which are the same as or related to the causes of any prior illness, the succeeding illness will be considered a continuation of the previous disability and not a separate disability.

**Drug(s)** — see definition under Prescription Drugs on page 118.

**Durable Medical Equipment (Includes Prosthetic Appliances and Home Medical Equipment)** — equipment which is: (1) determined to be Medically Necessary to treat an illness, injury or condition; (2) of no further use when medical needs end; (3) for the exclusive use of the patient; (4) not primarily for comfort or hygiene; (5) not for environmental control or for exercise; and (6) manufactured specifically for medical use. Home Medical Equipment includes items such as Wheelchairs, Hospital beds, respirators, and other items that the Plan determines are Home Medical Equipment.

## DEFINITIONS

**Emergency Care Services** — those services required for the alleviation of the sudden onset of severe pain, or a Psychiatric Emergency Medical Condition, or the immediate diagnosis and treatment of an unforeseen illness or injury which could lead to further significant Disability or death, or which would so appear to a prudent layperson.

**Employee** — is defined in accordance with the definition currently in effect in PEMHCA and Regulations.

**Employer** — is defined in accordance with the definition currently in effect in PEMHCA and Regulations.

**Experimental or Investigational** — any treatment, therapy, procedure, Drug or Drug usage for non-FDA approved indications, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized in accordance with generally accepted professional medical standards as being safe and effective for use in the treatment of an illness, injury, or condition at issue. Additionally, any services that require approval by the federal government or any agency thereof, or by any state governmental agency, prior to use, and where such approval has not been granted at the time the services were rendered, shall be considered experimental or investigational. Any services that are not approved or recognized as being in accord with accepted professional medical standards, but nevertheless are authorized by law or a government agency for use in testing, trials, or other studies on human patients, shall be considered experimental or investigational. Any issue as to whether a protocol, procedure, practice, medical theory, treatment, or Prescription Drug is Experimental or Investigational will be resolved by Anthem Blue Cross or Optum Rx®, as applicable, which will have discretion to make an initial determination on behalf of the Plan.

**Family Member** — is defined in accordance with the definition currently in effect with PEMHCA and Regulations.

**FDA** — U.S. Food and Drug Administration.

**Generally Accepted Standards of Mental Health and Substance Use Disorder Care** — Standards of care and clinical practice that are generally recognized by health care providers practicing in relevant clinical specialties such as psychiatry, psychology, clinical sociology, addiction medicine and counseling, and behavioral health treatment pursuant to state law. Valid, evidence-based sources establishing generally accepted standards of mental health and substance use disorder care include peer-reviewed scientific studies and medical literature, clinical practice guidelines and recommendations of nonprofit health care provider professional associations, specialty societies and federal government agencies, and drug labeling approved by the United States Food and Drug Administration.

**Generic Medication(s) (Generic Drug(s))** — a Prescription Drug manufactured and distributed after the patent of the original Brand-Name Medication has expired. The Generic Drug must have the same active ingredient, strength and dosage form as its Brand-Name Medication counterpart. A Generic Drug costs less than a Brand-Name Medication.

**Health Professional** — Physician; dentist; optometrist; podiatrist or chiropract; clinical psychologist; chiropractor; acupuncturist; clinical social worker; marriage, family and child counselor; physical therapist; speech pathologist; audiologist; licensed occupational therapist; Physician assistant; registered nurse; registered dietitian only for the provision of diabetic medical nutrition therapy or nutritional counseling as part of a comprehensive eating disorder program under Physician supervision for management of anorexia nervosa and bulimia nervosa; a nurse practitioner and/or registered nurse midwife providing services within the scope of practice as defined by the appropriate clinical license and/or regulatory board.

**Homebound** — Members are considered to be “homebound” if they have a condition due to an illness or injury that restricts their ability to leave their place of residence.

**Home Health Agencies** — 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.

## DEFINITIONS

**Home Health Aide** — (In California) an aide who has successfully completed a training program approved by the California Department of Health Services pursuant to applicable federal and state regulation, is employed by a Home Health Agency or hospice program, provides personal care services in the patient's home, and is certified pursuant to Section 1736.1 of the Health and Safety Code. (Outside California) an aide who has successfully completed a state-established or other training program that meets certain federal requirements.

**Home Infusion Therapy** — refers to a course of treatment whereby a liquid substance is introduced into the body for therapeutic purposes. The infusion is done in the home at a continuous or intermittent rate.

**Home Infusion Therapy Provider** — 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 (TJC).

**Home Medical Equipment (Durable Medical Equipment)** — see definition under Durable Medical Equipment.

**Hospice Care** — care received under a program that is: (1) designed to provide palliative and supportive care to individuals who have received a diagnosis of Terminal Illness; (2) supportive to the covered Family Members by providing certain services; (3) licensed or certified in the jurisdiction where the program is established; (4) directed and coordinated by medical professionals; and (5) approved by the Plan.

**Hospital** —

1. a licensed facility which is primarily engaged in providing, for compensation, medical, diagnostic and surgical facilities for the care and treatment of ill and injured persons on an Inpatient basis, and which provides such facilities under the supervision of a staff of Physicians and 24-hour-a-day nursing service by registered nurses. An institution which is principally a rest home, nursing home or home for the aged is not included; or
2. a psychiatric hospital accredited by The Joint Commission (TJC); or
3. a facility operated primarily for the treatment of substance use disorders and accredited by The Joint Commission (TJC); or
4. a psychiatric health facility as defined in Section 1250.2 of the California Health and Safety Code.

**Incentive Copayment Structure** — Members may receive any covered Drug with copayment differentials between a Generic Medication, Preferred Brand-Name Medication, and Non-Preferred Brand-Name Medication.

**Infertility** — A person's inability to conceive a pregnancy or carry a pregnancy to live birth either as an individual or with their partner; or a licensed physician's determination of infertility, based on a patient's medical, sexual, and reproductive history, age, physical findings, diagnostic testing, or any combination of those factors.

**Inpatient** — an individual who has been admitted to a Hospital as a registered acute bed patient (overnight) and who is receiving services which could not be provided on an Outpatient basis, under the direction of a Physician.

**Intensive Behavioral Intervention** — any form of Applied Behavioral Analysis that is comprehensive, designed to address all domains of functioning, and provided in multiple settings for no more than 40 hours per week, across all settings, depending on the individual's needs and progress. Interventions can be delivered in a one-to-one ratio or small group format, as appropriate.

**Intensive In-Home Behavioral Health Program** - a range of therapy services provided in the home to address symptoms and behaviors that, as the result of a Mental Health Condition or substance use disorder, put the Member and others at risk of harm.

**Maintenance Medications** — as determined by CalPERS, a drug that does not require frequent dosage adjustments, usually prescribed to treat a long-term (chronic) condition such as arthritis, diabetes, or high blood pressure.

## DEFINITIONS

**Medically Necessary** — see the Medical Necessity provision on page 21.

**Medicare** — refers to the programs of medical care coverage set forth in Title XVIII of the Social Security Act as amended by Public Law 89-97 or as thereafter amended.

**Medication(s)** — see Prescription Drug.

**Member** — see definition under Plan Member.

**Negotiated Amount** — the amount agreed upon between Anthem Blue Cross or the local Blue Cross and/or Blue Shield Plan and the Preferred Hospitals they have contracted with to provide Medically Necessary contractual benefits as described in this Evidence of Coverage booklet.

**Negotiated Network Amount** — the rate that the Prescription Drug benefit Administrator has negotiated with Participating Pharmacies under a Participating Pharmacy Agreement for Prescription Drug covered expense. Participating Pharmacies have agreed to charge Members presenting their ID card no more than the negotiated network amount. It is also the rate which the Prescription Drug benefit Administrator's Home Delivery Program has agreed to accept as payment in full for Home Delivery Prescription Drugs. In addition, if Medications are purchased at a Non-Participating Pharmacy, it is the maximum Allowable Amount for reimbursement.

**Non-Participating Pharmacy** — a Pharmacy which has not agreed to the Optum Rx® terms and conditions as a Participating Pharmacy. Members may visit the Optum Rx® website at [optumrx.com/calpers](https://optumrx.com/calpers) or contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711) to locate a Participating Pharmacy.

**Non-Preferred Brand-Name Medication(s) (Non-Preferred Brand-Name Drug(s))** — Medications not listed on the Optum Rx® Preferred Drug List. If you would like to request a copy of the Optum Rx® Preferred Drug List, please visit the Optum Rx® website at [optumrx.com/calpers](https://optumrx.com/calpers), or contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711). Medications that are recognized as non-preferred and that are covered under your Plan will require the highest (third tier) Copayment.

**Non-Preferred Provider (Non-PPO)** — a group of Physicians, Hospitals or other Health Professionals that (1) do not have a Prudent Buyer Plan Participating Provider Agreement in effect with Anthem Blue Cross at the time services are rendered, or (2) do not participate in a Blue Cross and/or Blue Shield Plan network outside California at the time services are rendered. Any of the following types of providers may be Non-Preferred Providers: Physicians, Hospitals, Ambulatory Surgery Centers, Home Health Agencies, facilities providing diagnostic imaging services, Durable Medical Equipment providers, skilled nursing facilities, clinical laboratories, Urgent Care providers and Home Infusion Therapy Providers. An individual Preferred Provider may be considered a Non-Preferred Provider if (1) services are rendered at a location other than specified in the Prudent Buyer Plan Participating Provider Agreement or (2) the tax identification number used for billing purposes is different than specified in the Prudent Buyer Plan Participating Provider Agreement.

**Occupational Therapy** — treatment under the direction of a Physician and provided by a licensed occupational therapist utilizing arts, crafts or specific training in daily living skills to improve and maintain a patient's ability to function.

**Other Providers** — providers that are not represented in the Prudent Buyer Plan Network in California or in a Blue Cross and/or Blue Shield network of Preferred Providers outside California. In California, contact Anthem Blue Cross for information regarding which providers are represented in the Prudent Buyer Plan Network. Outside California, call 1-800-810-BLUE (1-800-810-2583) for information regarding which providers are represented in a Blue Cross and/or Blue Shield network outside California.

**Outpatient** — an individual receiving services under the direction of a Physician but not incurring overnight charges at the facility where services are provided.

**Outpatient Hospital Setting** — A surgery center, where there is a 51% majority Hospital ownership, either attached or freestanding, that operates under a Hospital's tax identification number (TIN).

**Over-the-Counter Drugs (OTC)** — A Drug product that does not require a Prescription under federal or state law. PERS Platinum outpatient Prescription Drug program does not cover OTC products, with the exception of insulin.

## DEFINITIONS

**Participating Pharmacy** — a Pharmacy which is under an agreement with Optum Rx® to provide Prescription Drug services to Plan Members. Members may visit the Optum Rx® website at [optumrx.com/calpers](http://optumrx.com/calpers) or contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711) to locate a Participating Pharmacy.

**Pharmacy** — a licensed facility for the purpose of dispensing Prescription Medications.

**Physical Therapy** — treatment under the direction of a Physician and provided by a licensed physical therapist or occupational therapist utilizing physical agents, such as ultrasound, heat and massage, to improve a patient's musculoskeletal, neuromuscular and respiratory systems.

**Physician** — a doctor of medicine (M.D.) or doctor of osteopathy (D.O.) who is duly licensed and qualified under the law of jurisdiction in which treatment is received.

**Physician Member** — a licensed Physician who has contracted with Anthem Blue Cross to furnish services and to accept Anthem Blue Cross' payment, plus applicable Deductibles, Copayments and Coinsurance, as payment in full for covered services.

**Plan** — means PERS Platinum. PERS Platinum is a self-funded health plan established and administered by CalPERS.

**Plan Member** — any Employee, Annuitant or Family Member enrolled in PERS Platinum.

**Precertification** — the Plan's requirement for advance authorization of certain services to assess the Medical Necessity, efficiency and/or appropriateness of health care services or Treatment Plans. These services will be covered only on a case-by-case basis as determined by the Plan. This term does not include the determination of eligibility for coverage or the payment of benefits under the Plan.

**Preferred Brand-Name Medication(s) (Preferred Brand-Name Drugs[s])** — A Medication found on the Optum Rx® Preferred Drug List and evaluated based on the following criteria: safety, side effects, Drug-to-Drug interactions, and cost effectiveness. If you would like to request a copy of the Optum Rx® Preferred Drug List, please visit the Optum Rx® website at [optumrx.com/calpers](http://optumrx.com/calpers) or contact Optum Rx® Member Services at 1-855-505-8110 (TTY users call 711).

**Preferred Drug List** — A list of Medications that are more cost effective and offer equal or greater therapeutic value than the other Medications in the same Drug category. Optum Rx® and its Pharmacy and Therapeutics Committee conducts a rigorous clinical analysis to evaluate and select each Preferred Drug List Medication for safety, side effects, Drug-to-Drug interactions and cost effectiveness. The preferred product must (1) meet participant's treatment needs, (2) be clinically safe relative to other Drugs with the same indication(s) and therapeutic action(s), (3) be effective for FDA approved indications, (4) have therapeutic merit compared to other effective Drug therapies, and (5) promote appropriate Drug use.

**Preferred Hospital** — a hospital under contract with Anthem Blue Cross or a Blue Cross and/or Blue Shield Plan which has agreed to furnish services and to accept Anthem Blue Cross' payment or the local Blue Cross and/or Blue Shield Plan's payment, plus applicable Deductibles, Copayments and Coinsurance, as payment in full for covered services. Individuals providing care at a Preferred Hospital may not always be Preferred Providers.

**Preferred Provider (PPO)** — a group of Physicians, Hospitals or other Health Professionals that (1) have a Prudent Buyer Plan Participating Provider Agreement in effect with Anthem Blue Cross at the time services are rendered, provides a service at a location set forth in the Prudent Buyer Participating Provider Agreement, and bills Anthem Blue Cross utilizing the tax identification number (TIN) under the terms of that Agreement for those services rendered, or (2) participate in a Blue Cross and/or Blue Shield Plan network outside California at the time services are rendered. Any of the following types of providers may be Preferred Providers: Physicians, Hospitals, Ambulatory Surgery Centers, Home Health Agencies, facilities providing diagnostic imaging services, Durable Medical Equipment providers, skilled nursing facilities, clinical laboratories, urgent care providers and Home Infusion Therapy Providers.

**Prescriber** — a licensed health care provider with the authority to prescribe Medication.

**Prescription(s)** — a written order issued by a licensed Prescriber for the purpose of dispensing a Drug and shall meet all federal/state regulations as required by law.

## DEFINITIONS

**Prescription Drug(s) (Drug(s))** — a Medication or Drug that is (1) a prescribed Drug approved by the U.S. Food and Drug Administration for general use by the public; (2) all Drugs which under federal or state law require the written Prescription of a Prescriber; (3) insulin; (4) hypodermic needles and syringes if prescribed by a Prescriber for use with a covered Drug; (5) glucose test strips; and (6) such other Drugs and items, if any, not set forth as an exclusion.

**Prescription Order(s)** — the request for each separate Drug or Medication by a licensed Prescriber and each authorized refill of such request.

**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, and are to become effective in accordance with those laws, including but not limited to, the Patient Protection and Affordable Care Act (PPACA). Sources for determining which services are recommended include the following:

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

Please call 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>

**Prosthetic Appliances** — see definition under Prosthetic Devices.

**Prosthetic Devices** — appliances which replace all or part of the function of a permanently inoperative, absent or malfunctioning body part. “Prosthetic Devices” includes rigid or semi-supportive devices which restrict or eliminate motion of a weak or diseased part of the body.

**Prudent Buyer Plan Provider** - A network of various types of preferred providers that have agreed to participate in our preferred provider organization program (PPO) and have a Prudent Buyer Plan Participating Provider Agreement in effect with Anthem Blue Cross.

**Psychiatric Emergency Medical Condition** — a mental or nervous disorder that manifests itself by 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 or nervous disorder.

**Public Employees' Medical and Hospital Care Act (PEMHCA)** — Title 2, Division 5, Part 5 (sections 22750 through 22944.3) of the Government Code of the State of California.

**Qualified Autism Service Paraprofessional** — 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,

## DEFINITIONS

- Meets the criteria set forth in any applicable state regulations adopted pursuant to state law concerning the use of paraprofessionals in group practice provider behavioral intervention services,
- 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.

**Qualified Autism Service Professional** — 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 under applicable state regulation for an associate behavior analyst, behavior analyst, behavior management assistant, behavior management consultant, or behavior management program, and
- Has training and experience in providing services for Autism Spectrum Disorder pursuant to applicable state law, 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 Provider** — 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 Autism Spectrum Disorder, 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 Autism Spectrum Disorder, provided the services are within the experience and competence of the licensee.

The network of Preferred Provider is limited to licensed Qualified Autism Service Providers who contract with Anthem Blue Cross and who may supervise and employ Qualified Autism Service Professionals or Qualified Autism Service Paraprofessionals who provide and administer Behavioral Health Treatment.

**Reasonable Charge** — a charge Anthem Blue Cross considers not to be excessive based on the circumstances of the care provided, including: (1) level of skill; experience involved; (2) the prevailing or common cost of similar services or supplies; and (3) any other factors which determine value.

**Reconstructive Surgery** — surgery to correct deformities resulting from injury or disease, or surgery which is Medically Necessary following injury or disease to restore an individual to normal.

**Regulations** — the Public Employees' Medical and Hospital Care Act Regulations as adopted by the CalPERS Board of Administration and set forth in Subchapter 3, Chapter 2, Division 1, Title 2 of the California Code of Regulations.

**Rehabilitation or Rehabilitative Care** — care furnished primarily to restore an individual's ability to function as normally as possible after a disabling disease, illness, injury or substance use disorder. Rehabilitation or rehabilitative care services consist of the combined use of medical, social, educational, occupational/vocational treatment modalities and are provided with the expectation that the patient has restorative potential and will realize significant improvement in a reasonable length of time. Benefits for services for rehabilitation or rehabilitative care are limited to those specified under Precertification (see pages 69-70).

## DEFINITIONS

**Residential Treatment Facility** — a treatment facility where the individual resides in a modified community environment and follows a comprehensive medical treatment regimen for treatment and Rehabilitation as the result of a mental disorder or substance use disorder. The facility must be licensed to provide psychiatric treatment of mental disorder, or rehabilitative treatment of substance use disorders according to state and local laws.

**Respite Care** — continuous care of the patient in the most appropriate setting for the primary purpose of providing temporary relief to the family from the duties of caring for the patient.

**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.

**Skilled Care** — skilled supervision and management of a complicated or extensive plan of care for a patient instituted and monitored by a Physician, in which there is a significantly high probability, as opposed to a possibility, that complications would arise without the skilled supervision or implementation of the treatment program by a licensed nurse or therapist.

**Skilled Nursing Facility** — a facility which is:

1. licensed to operate in accordance with state and local laws pertaining to institutions identified as such;
2. listed as a skilled nursing facility by the American Hospital Association and accredited by The Joint Commission (TJC) and related facilities; or
3. recognized as a skilled nursing facility by the Secretary of Health and Human Services of the United States Government pursuant to the Medicare Act.

**Specialist** - 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 Health Professional who has added training and certification in a specialized area of health care.

**Specialty Medication(s)** — as determined by CalPERS, a Drug that has one or more of the following characteristics: (1) therapy of chronic or complex disease; (2) specialized patient training and coordination of care (services, supplies, or devices) required prior to therapy initiation and/or during therapy; (3) unique patient compliance and safety monitoring requirements; (4) unique requirements for handling, shipping and storage; or (5) potential for significant waste due to high cost.

**Specialty Pharmacy** — a licensed facility for the purposes of dispensing Specialty Medications.

**Speech Therapy** — treatment under the direction of a Physician and provided by a licensed speech pathologist or speech therapist to improve or retrain a patient’s vocal skills which have been impaired by illness or injury.

**Stay** — an Inpatient confinement which begins when you are admitted to a facility and ends when you are discharged from that facility.

**Subscriber** — the person enrolled who is responsible for payment of premiums to PERS Platinum, and whose employment or other status, except family dependency, is the basis for eligibility for enrollment under this Plan.

**Take-Home Prescription Drug(s)** — Prescription Drugs which are dispensed prior to discharge from an Inpatient setting.

**Terminal Illness** — an illness in which it is reasonably certain that the patient has less than 6 months to live. The patient’s treating Physician must provide written certification that the patient is terminally ill.

**Tier 1 Medications** — Mostly Generic Drugs are listed under Tier 1 and have the lowest Copayments.

**Tier 2 Medications** — Drugs listed under Tier 2 generally include Preferred Brand-Name Drugs that have lower Copayments than Non-Preferred Brand-Name Drugs.

**Tier 3 Medications** — Drugs listed under Tier 3 generally have higher Copayments than Preferred Brand-Name Drugs and may include some specialty or high-cost drugs.

## DEFINITIONS

### **Total Disability** —

1. with respect to an Employee or person otherwise eligible for coverage as an Employee, a disability which prevents the individual from working with reasonable continuity in the individual's customary employment or in any other employment in which the individual reasonably might be expected to engage;
2. with respect to an Annuitant or a Family Member, a disability which prevents the individual from engaging with normal or reasonable continuity in the individual's customary activities or in those in which the individual otherwise reasonably might be expected to engage.

**Treatment Plan** — services or a plan of treatment preauthorized by the Plan during a Contract Period that must be commenced during the same Contract Period. To qualify for continuing treatment in a subsequent Contract Period, the services or plan of treatment must be reauthorized. Otherwise, only the benefits in effect during a Contract Period are available or covered.

**United States** — in regard to services available through the BlueCard network, the United States is defined as all the states and the District of Columbia.

**Urgent Care** — services received for a sudden and unexpected serious 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.

**Value Based Purchasing Design (VBPD)** — a program that provides a set benefit maximum for certain common medical procedures that have low complication rates and that a Member can schedule in advance. The benefit maximum is the dollar amount or limit that this Plan will be charged for a particular procedure or service. For this Plan, the VBPD program applies to Inpatient services provided for hip and knee joint replacement (see Hip and Knee Joint Replacement Surgery benefit on page 48).

**Wheelchair** — a fixed-arm wheelchair, with swing-away foot rests, that does not include any additional attachments and is not motorized, customized or considered lightweight.

## FOR YOUR INFORMATION

### 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. 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. Obtain 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](http://www.donatelifecalifornia.org).

While organ donation is a deeply personal decision, please consider making this profoundly meaningful and important gift.

### Long-Term Care Program

Your PERS Platinum health plan has strict limits on the long-term care services it provides. The Long-Term Care Program offered by CalPERS provides coverage for the extended care you could need due to a chronic disease, frailty of old age, or serious accident. It covers help with activities of daily living, such as bathing, eating and dressing. It also provides supervision and support for people with cognitive impairments such as Alzheimer's disease. Long-term care can be needed at any age.

The CalPERS Long-Term Care Program is not part of the PERS Platinum health plan. If you want long-term care protection, you must purchase it separately. Please contact the CalPERS Long-Term Care Program at 1-800-982-1775 if you are interested in long-term care coverage.

### Identity Protection Services

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

### Health Insurance Portability and Accountability Act (HIPAA) Information

CalPERS and its Plan Administrators comply with the federal Health Insurance Portability and Accountability Act (HIPAA) and the privacy regulations that have been adopted under it. Your privacy rights under HIPAA are detailed in CalPERS' Notice of Privacy Practices (NOPP) which is mailed annually to each subscriber as part of the annual open enrollment mailing. In addition, the current NOPP is always available on CalPERS' website at [www.calpers.ca.gov](http://www.calpers.ca.gov). If you have any questions regarding your rights under HIPAA, please contact the CalPERS HIPAA coordinator at **888 CalPERS** (or **888-225-7377**). If you are outside of the United States, you should contact the operator in the country you are in to assist you in making the call.

## Get help in your language

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

You have the right to get this information and help in your language for free. Call the Member Services number on your ID card for help. (TTY/TDD: 711)

Separate from our language assistance program, documents can be made available in alternate formats for Members with visual impairments. If you need a copy of this document in an alternate format, please call the Member Services telephone number on the back of your ID card.

### Spanish

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

### Arabic

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

### Armenian

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

### Chinese

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

### Farsi

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

### Hindi

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

### Hmong

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

### Japanese

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

### Khmer

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

### Korean

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

### Punjabi

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

#### Russian

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

#### Tagalog

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

#### Thai

ท่านมีสิทธิขอรับบริการสอบถามข้อมูลและความช่วยเหลือในภาษาของท่านฟรี โทรไปที่หมายเลขฝ่ายบริการสมาชิกบนบัตรประจำตัวของท่านเพื่อขอความช่วยเหลือ(TTY/TDD: 711)

#### Vietnamese

Quý vị có quyền nhận miễn phí thông tin này và sự trợ giúp bằng ngôn ngữ của quý vị. Hãy gọi cho số Dịch Vụ Thành Viên trên thẻ ID của quý vị để được giúp đỡ. (TTY/TDD: 711)

### **It's important we treat you fairly**

That's why we follow federal civil rights laws in our health programs and activities. We don't discriminate, exclude people, or treat them differently on the basis of race, color, national origin, sex, age or disability. For people with disabilities, we offer free aids and services. For people whose primary language isn't English, we offer free language assistance services through interpreters and other written languages. Interested in these services? Call the Member Services number on your ID card for help (TTY/TDD: 711). If you think we failed to offer these services or discriminated based on race, color, national origin, age, disability, or sex, you can file a complaint, also known as a grievance. You can file a complaint with our Compliance Coordinator in writing to Compliance Coordinator, P.O. Box 27401, Richmond, VA 23279 or by email to [compliance.coordinator@anthem.com](mailto:compliance.coordinator@anthem.com). Or you can file a complaint with the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, SW; Room 509F, HHH Building; Washington, D.C. 20201 or by calling 1-800-368-1019 (TDD: 1- 800-537-7697) or online at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf> . Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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