



Your Anthem Blue Cross HMO Chiropractic Care Amendment

issued by

Anthem Blue Cross

to

SELF-INSURED SCHOOLS OF CALIFORNIA

Anthem Blue Cross (“Anthem”) agrees to modify your Combined Evidence of Coverage and Disclosure (Evidence of Coverage) Form by this amendment. All other provisions of the Evidence of Coverage Form which are not inconsistent with this amendment remain in effect. Officers of Anthem have approved this amendment to become effective October 1, 2013.

Chiropractic Care

The benefits described in this amendment are provided through a Health Care Services Agreement between Anthem and American Specialty Health Plans of California, Inc. (ASH Plans). **The services described in this amendment are covered only if provided by an ASH Plans Chiropractor.**

These benefits are in addition to the benefits described in the "Rehabilitative Care" and "Doctor Care" provisions in the "What We Cover" section of your Evidence of Coverage. **However, when you are treated by an ASH Plans Chiropractor, services will not be covered other than those benefits specifically described in this amendment.**

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS CHIROPRACTIC CARE MAY BE OBTAINED.

Words and phrases in italics are described in the “Important Words to Know” sections of your Evidence of Coverage and this amendment.

When You Need Chiropractic Care

Choosing an *ASH Plans Chiropractor*. Your employer will give you a directory listing of *ASH Plans chiropractors* in your area. You may also call **1-800-678-9133** to get help in finding an *ASH Plans chiropractor* or to make sure that a *chiropractor* is an *ASH Plans chiropractor*.

Your First Visit. You must make an appointment with an *ASH Plans chiropractor* for an examination of your condition. You do not need a referral from your *primary care doctor* to see an *ASH Plans chiropractor*.

Bring your Member ID card. You will be asked to fill out an ASH Plans Eligibility Guarantee and Assignment of Benefits form.

Services Must be Approved. All services must be approved by ASH Plans as *medically/clinically necessary*, except for:

- ◆ An initial new patient exam by an *ASH Plans chiropractor* and the provision or commencement, during the initial new patient exam, of *medically/clinically necessary* services that are chiropractic services, to the extent services are consistent with professionally recognized, valid, evidence-based standards of practice; and
- ◆ Emergency services.

If additional services are required after the initial new patient exam and ASH Plans approves them as *medically/clinically necessary*, you are covered up to the maximum number of visits shown under “What We Cover.”

All visits to an *ASH Plans chiropractor* will be applied towards the maximum number of visits in a calendar year.

Services Not Approved. An *ASH Plans chiropractor* may provide non-covered services. However, you must agree in writing, before receiving non-covered services, to pay for them yourself. If an *ASH Plans chiropractor* provides non-covered services without obtaining your written acknowledgment prior to providing the non-covered services, you will not be financially responsible to pay the provider for such non-covered services.

What We Cover

Chiropractic Care	Copay
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◆ Office visit.....\$5*

* Only one Copay will be required per visit regardless of the number of covered services furnished during the visit.

You may have up to **40** visits in a calendar year for covered services that are determined by ASH Plans to be *medically/clinically necessary*. Covered services include:

- An initial new patient exam provided by an *ASH Plans chiropractor* to determine the appropriateness of chiropractic services. An initial new patient exam is only covered if the *member* seeks services from an *ASH Plans chiropractor* for any injury, illness, disease, functional disorder or condition with regard to which the *member* is not, at that time, receiving services from an *ASH Plans chiropractor*. You are required to pay a Copay.

- Follow-up office visits, as set forth in a treatment plan approved by ASH Plans, including manipulation of the spine, joints and/or musculoskeletal soft tissue, re-evaluation, and/or other services, in various combinations, provided by an *ASH Plans chiropractor*. All follow-up office visits must be *medically/clinically necessary*. You are required to pay a Copay.
- An established patient exam performed by an *ASH Plans chiropractor* when determined by ASH Plans to be *medically/clinically necessary* to assess the need to continue, extend or change a treatment plan approved by ASH Plans. An established patient exam is only covered when used to determine the appropriateness of chiropractic services. You are required to pay a Copay.
- Adjunctive physiotherapy modalities and procedures, as set forth in a treatment plan approved by ASH Plans, including therapies such as ultrasound, hot packs, cold packs, electrical muscle stimulation, and other therapies provided by an *ASH Plans chiropractor*. Adjunctive physiotherapy modalities and procedures are covered only when provided during the same course of treatment, and in conjunction with, chiropractic manipulation of the spine, joints and/or musculoskeletal soft tissue. All adjunctive physiotherapy modalities and procedures must be *medically/clinically necessary* for the treatment of neuromusculoskeletal disorders and provided in conjunction with chiropractic services. If adjunctive therapy is provided separately from an office visit, you are required to pay a Copay.

Your *ASH Plans chiropractor* is responsible for submitting a treatment plan to ASH Plans for prior approval.

- ◆ X-rays and laboratory tests when prescribed by an *ASH Plans chiropractor* and approved by ASH Plans.....**No Copay**

Covered services include radiological consultations when determined by ASH Plans to be *medically/clinically necessary* and provided by a licensed chiropractic radiologist, medical radiologist, radiology group or hospital which has contracted with ASH Plans to provide those services.

- ◆ Chiropractic appliances, up to **\$50** in a calendar year, when prescribed by an *ASH Plans chiropractor* and approved by ASH Plans as *medically/clinically necessary* by ASH Plans.....**No Copay**

Covered chiropractic appliances are limited to:

- Elbow supports, back supports (thoracic), lumbar braces and supports, rib supports, or wrist supports;
- cervical collars or cervical pillows;
- ankle braces, knee braces, or wrist braces;
- heel lifts;
- hot or cold packs;
- lumbar cushions;
- rib belts or orthotics; and
- home traction units for treatment of the cervical or lumbar regions.

When You Want a Second Opinion. If you would like a second opinion with regard to covered services provided by an *ASH Plans chiropractor*, you will have direct access to another *ASH Plans chiropractor*. If an *ASH Plans chiropractor* refers you to another *ASH Plans chiropractor*, your visit for the second opinion will not be applied towards the maximum visits in a calendar year. If you self-refer to another *ASH Plans chiropractor*, your visit for the second opinion will count towards the calendar year visit maximum, and you must pay any office visit Copay that applies.

What We Do Not Cover

- ◆ **Care Not Approved.** Any services provided by an *ASH Plans chiropractor* that are not approved by ASH Plans, except as specified under “When You Need Chiropractic Care.” An *ASH Plans chiropractor* is responsible for submitting a treatment plan to ASH Plans for prior approval.
- ◆ **Care Not Covered.** In addition to any service or supply specifically excluded in the “What We Do Not Cover” section of your Evidence of Coverage, no benefits will be provided for chiropractic services or supplies in connection with:
 - Diagnostic scanning, such as magnetic resonance imaging (MRI) or computerized axial tomography (CAT) scans.
 - Thermography.
 - Hypnotherapy.
 - Behavior training.
 - Sleep therapy.
 - Weight programs.
 - Any non-medical program or service.
 - Pre-employment exams, any chiropractic services required by an employer that are not *medically/clinically necessary*, or vocational rehabilitation.

- Services and/or treatments which are not documented as *medically/clinically necessary*.
 - Massage therapy.
 - Any service or supply for the exam and/or treatment by an *ASH Plans chiropractor* for conditions other than those related to neuromusculoskeletal disorders.
 - Transportation costs including local ambulance charges.
 - Education programs, non-medical self-care or self-help, or any self-help physical exercise training or any related diagnostic testing.
 - Hospitalization, surgical procedures, anesthesia, manipulation under anesthesia, proctology, colonic irrigation, injections and injection services, or other related services.
 - All auxiliary aids and services, including, but not limited to, interpreters, transcription services, written materials, telecommunications devices, telephone handset amplifiers, television decoders and telephones compatible with hearing aids.
 - Adjunctive therapy not associated with spinal, muscle or joint manipulation.
 - Laboratory and diagnostic x-ray studies, unless specifically stated in the section “What We Cover.”
- ◆ ***Non-ASH Plans chiropractors.*** Services and supplies provided by a *chiropractor* who does not have an agreement with ASH Plans to provide covered services under this *plan*.
- ◆ **Work-Related.** Care for health problems that are work-related if such health problems are covered by workers’ compensation, an employer’s liability law, or a similar law. We will provide care for a work-related health problem, but, we have the right to be paid back for that care. See “Getting Repaid by a Third Party” below.

- ◆ **Government Treatment.** Any services actually given to you by a local, state or federal government agency, except when this *plan's* benefits, must be provided by law. We will not cover payment for these services if you are not required to pay for them or they are given to you for free.
- ◆ **Drugs.** Prescription drugs or medicines, including a non-legend or proprietary medicine or medication not requiring a prescription.
- ◆ **Supplements.** Vitamins, minerals, dietary and nutritional supplements or other similar products, and any herbal supplements.
- ◆ **Air Conditioners.** Air purifiers, air conditioners, humidifiers, supplies or any other similar devices or appliances. All appliances or durable medical equipment, except as specifically stated in the section "What We Cover."
- ◆ **Personal Items.** Any supplies for comfort, hygiene or beauty purposes, including therapeutic mattresses.
- ◆ **Out-of-Area and Emergency Care.** Out-of-area care is not covered under this Chiropractic Care benefit, except for emergency services. Please follow the procedures outlined in the "When There is an Emergency" section of your Evidence of Coverage to obtain *emergency* care or out-of-area care.

Getting Repaid by a Third Party

Sometimes someone else may have to pay for your medical care if an injury, disease, or other health problem is their fault or their responsibility. Whatever we cover will depend on the following:

- ◆ Your *medical group* and Anthem will automatically have a legal claim (lien) to get back the costs we covered, if you get a settlement or judgment from the other person or their insurer or guarantor. We should get back what we spent on your medical care.
 - If we paid the provider other than on a capitated basis, our lien will not be more than amount we paid for those services.
 - If we paid the provider on a capitated basis, our lien will not be more than 80% of the usual and customary charges for those services in the geographic area in which they were given.
 - If you hired an attorney to gain your recovery from the third party, our lien will not be for more than one-third of the money due you under any final judgment, compromise, or settlement agreement.
 - If you did not hire an attorney, our lien will not be for more than one-half of the money due you under any final judgment, compromise or settlement agreement.
 - If a final judgment includes a special finding by a judge, jury, or arbitrator that you were partially at fault, our lien will be reduced by the same comparative fault percentage by which your recovery was reduced.
 - Our lien is subject to a pro rata reduction equal to your reasonable attorney's fees and costs in line with the common fund doctrine.

- ◆ You must write to your *medical group* and Anthem about your claim within 60 days of filing a claim against the third party.
 - You will need to sign papers and give us the help we need to get back our costs.
 - If you don't do this, you will have to pay us back out of your own money.
- ◆ We will have the right to get our money back, even if what you, or someone acting for you, got back is less than the actual loss you suffered.

Important Words to Know

ASH Plans chiropractor means a *chiropractor* who has entered into an agreement with the American Specialty Health Plans of California, Inc. (ASH Plans) to provide covered services under this *plan*.

Chiropractor means a doctor of chiropractic (D.C.), qualified and licensed by state law.

Medically/clinically necessary services or supplies, for the purposes of this amendment only, are those chiropractic services which are necessary, appropriate, safe, effective, and rendered in accordance with professionally recognized, valid, evidenced-based standards of practice.

Non-ASH Plans chiropractor means a *chiropractor* who does not have an agreement with the ASH Plans to provide covered services under this *plan*.

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