



***Your Anthem Blue Cross HMO  
Chiropractic Care And  
Acupuncture 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, 2014.

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**Chiropractic Care And Acupuncture  
Amendment**

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The benefits described in this amendment are provided through a Health Care Services Agreement between Anthem and the American Specialty Health Plans (ASHP). **The services described in this amendment are covered only if provided by an ASHP Chiropractor and/or ASHP Acupuncturist.**

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 Form. **However, when you are treated by an ASHP Chiropractor or**

**ASHP Acupuncturist, no other benefits other than the benefits described in this amendment will be paid.**

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

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

### **When You Need Chiropractic Care or Acupuncture**

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

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

**Services Must be Approved.** The *ASHP chiropractor* or *ASHP acupuncturist* will evaluate your condition. If additional services are required and ASHP approves them as *medically necessary*, you can get up to the number of services shown under “What We Cover.”

Your first exam will be applied to the maximum number of office visits. If a new condition, illness or injury occurs, you can have another first visit. However, you can have only the number of office visits shown under “What We Cover” in any one calendar year for all illnesses, injuries and conditions combined.

The *ASHP chiropractor* or *ASHP acupuncturist* must get any additional services approved. A new reevaluation is required for each new treatment program. You must pay only your co-pay for each visit.

**Services Not Approved.** The *ASHP chiropractor* or *ASHP acupuncturist* may provide services before receiving the necessary approval. However, unless you agree in writing, before receiving the services, to pay for them yourself, the *ASHP chiropractor* or *ASHP acupuncturist* is financially responsible for any services which are not approved.

**Choosing an ASHP Chiropractor or ASHP Acupuncturist.** Your employer will give you a directory listing *ASHP chiropractors* or *ASHP acupuncturists* in your area. You may also call **1-800-678-9133** to find an *ASHP chiropractor* or *ASHP acupuncturist* or to make sure that a *chiropractor* is an *ASHP chiropractor* or *ASHP acupuncturist*.

**What We Cover**

<b>Chiropractic Care</b>	<b>Copay</b>
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◆ Office visit.....\$10

You may have up to **30** visits combined with acupuncture in a calendar year for covered services that are approved as *medically necessary* by ASHP. Covered services include:

- Diagnostic services, other than diagnostic scanning, during the first exam or re-examination;
- Adjustments;
- Laboratory and radiology services; and
- *Medically necessary* therapy provided with a visit specifically for spinal or joint adjustment.

Your *ASHP chiropractor* is responsible for getting the necessary approval.

Up to **\$50** per *calendar year* of medical equipment and supplies ordered by an *ASHP chiropractor* and approved as *medically necessary* by ASHP.

Such medical equipment includes:

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

Acupuncture Services	Copay
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◆ Office visit.....\$10

You may have up to **30** visits combined with chiropractic services in a calendar year for covered services that are approved as *medically necessary* by ASHP. Covered services include:

- Acupuncture. Acupuncture treatment must be provided during each visit, after the first visit;
- Laboratory and radiology services;
- *Medically necessary* therapy when provided with the visit specifically for acupuncture; and

If you would like a second opinion with regard to covered services provided by an *ASHP chiropractor* or *acupuncturist*, you will have direct access to another *ASHP chiropractor* or *acupuncturist*. Your visit for the second opinion will count as one visit and apply toward any maximum benefit, and you must pay any copay that applies for an office visit.

If you need more rehabilitative care, ASHP will approve a specific number of additional visits. It must be shown that more care is *medically necessary* and that your health will significantly improve with extra care.

## **What We Do Not Cover**

- ◆ **Care Not Approved.** Any services provided by an *ASHP chiropractor* or *ASHP acupuncturist* not approved by ASHP, except for the first exam. The *ASHP chiropractor* or *ASHP acupuncturist* is responsible for obtaining the necessary approval.

Services or supplies in connection with:

- Diagnostic scanning, such magnetic resonance imaging (MRI) or computerized axial tomography (CAT) scans.  
Diagnostic services for acupuncture;
- Thermography;
- Hypnotherapy;
- Behavior training;
- Sleep therapy;
- Any non-medical program or service;
- Pre-employment exams, any chiropractic or acupuncture services required by an employer that are not *medically necessary*, or any other exam that is not *medically necessary* and not intended for diagnosis or treatment of a condition for which there are signs or symptoms;
- Any office visit other than the first visit during which a manipulation is not provided;
- Any service or supply for the exam or treatment of a non-neuro-musculoskeletal condition, or physical therapy not provided with a spinal or joint adjustment;
- Any service or supply excluded in the “What We Do Not Cover” section of your Evidence of Coverage Form;
- 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, anesthesia, manipulation under anesthesia 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.
- ◆ **Non-ASHP chiropractors or non-ASHP acupuncturists.** The services of *non-ASHP chiropractor* or *ASHP acupuncturist*.
  - ◆ **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.
  - ◆ **Supplements.** Vitamins, minerals, or other similar products and any herbal supplements.
  - ◆ **Air Conditioners.** Air purifiers, air conditioners, humidifiers.
  - ◆ **Personal Items.** Any supplies for comfort, hygiene or beauty purposes, including therapeutic mattresses.
  - ◆ **Out-of-Area and Emergency Care.** Out-of-area and *emergency* care are not covered under this chiropractic care benefit. Please follow the procedures outlined in the "When There is an Emergency" section of your Evidence of Coverage Form 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**

**Acupuncturist** means a doctor of acupuncture (L.A.C.), qualified and licensed by state law.

**ASHP chiropractor** means a *chiropractor* who has an agreement, in effect on the date you receive services, with the American Specialty Health Plans (ASHP), to provide chiropractic services under this *plan*.

**ASHP acupuncturist** means an *acupuncturist* who has an agreement, in effect on the date you receive services, with the American Specialty Health Plans (ASHP), to provide acupuncture services under this *plan*.

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

**Medically necessary** services or supplies, for the purposes of this amendment only, are those that ASHP or Anthem determines to be:

- ◆ Appropriate and necessary for the diagnosis or treatment of the medical condition;
- ◆ Provided for the diagnosis or direct care and treatment of the injury, illness or condition;
- ◆ Within standards of accepted chiropractic standards;
- ◆ The most appropriate procedure, supply, equipment or service which can safely be provided.



**Non-ASHP acupuncturist** means an *acupuncturist* who does not have an agreement with the ASHP to provide acupuncture services under this *plan*.

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