

**APPLICATION IS HEREBY MADE TO**  
**Blue Shield of California**  
**(California Physicians' Service)**  
**FOR A GROUP HEALTH SERVICE CONTRACT**

**BY: Mr Stax Inc**  
**25060 Avenue Stanford Suite 200**  
**Valencia, CA 91355**

This Contract, number **W0070519-M0023808**, shall be effective **January 1, 2021**. It has been read and approved, and the terms and conditions are accepted by the Contractholder.

The Contractholder, on behalf of itself and its Subscribers, hereby expressly acknowledges its understanding that this agreement constitutes a Contract solely between the Contractholder and Blue Shield of California (hereafter referred to as "the Plan"), which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association ("Association"), an Association of independent Blue Cross and Blue Shield plans, permitting the Plan to use the Blue Shield Service Mark in the State of California, and that the Plan is not contracting as the agent of the Association. The Contractholder further acknowledges and agrees that it has not entered into this agreement based upon representations by any person other than the Plan and that neither the Association nor any person, entity, or organization affiliated with the Association, shall be held accountable or liable to the Contractholder or its Subscribers for any of the Plan's obligations to the Contractholder created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of the Plan, other than those obligations created under other provisions of this agreement.

**The Contractholder shall sign, date and return this original application page to Blue Shield of California, 601 12<sup>th</sup> Street, 20<sup>th</sup> Floor, Oakland, CA 94607, Attention: Product Operations.** The Contract shall be retained by the Contractholder. Payment of Dues and acceptance of Blue Shield's performance hereunder by the Contractholder shall be deemed to constitute the Contractholder's acceptance of the terms hereof, whether or not this agreement is signed by the Contractholder.

The Contractholder is responsible for communicating any changes to Benefits as set forth in *Part IX, Contractholder Responsibility for Distribution and Notification Requirements*. Please see this section for important timelines for distribution of information.

It is agreed that this application supersedes any previous application for this Contract.

Dated at \_\_\_\_\_ (City, State)

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

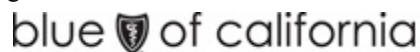
\_\_\_\_\_  
(Legal Name of Contractholder)

By \_\_\_\_\_

Title \_\_\_\_\_

**PLEASE SIGN, DATE AND RETURN THE ORIGINAL APPLICATION PAGE TO BLUE SHIELD OF CALIFORNIA AT THE ABOVE ADDRESS. RETAIN THE CONTRACT.**

Inquiries concerning any problems that may develop in the administration of this Contract should be directed to Blue Shield of California at the address provided on page GC-1.







601 12<sup>th</sup> Street  
Oakland, CA 94607  
(510) 607-2000

GROUP HEALTH SERVICE CONTRACT

Blue Shield of California PPO Plan

between

**Mr Stax Inc**  
*("Contractholder")*

and

California Physicians' Service  
dba Blue Shield of California  
a not-for-profit corporation

In consideration of the applications and the timely payment of Dues, Blue Shield agrees to provide Benefits of this Contract to covered Employees and their covered Dependents.

This Contract shall be effective as of **January 1, 2021**, for a term of 12 months, subject to the provisions entitled, "Changes: Entire Contract".

Jason Bleau  
Vice President  
Core Accounts  
Blue Shield of California

Group Number: **W0070519-M0023808**

Original Effective Date: **January 1, 2020**



## **IMPORTANT**

No person has the right to receive the Benefits of this Contract for Services or supplies furnished following termination of coverage, except as specifically provided in the *Continuation of group coverage and Extension of Benefits* sections of the Evidence of Coverage and Disclosure Form (EOC). Benefits of this Contract are available only for Services and supplies as included in the applicable sections of the EOC, furnished during the term the Contract is in effect and while the individual claiming Benefits is actually covered by this Contract. Benefits may be modified during the term of this Contract under the applicable section in *Part V. Dues, Part VIII. General Provisions, D. Changes: Entire Contract*, or upon renewal. 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 the modification. There is no vested right to receive the Benefits of this Contract.

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## **PART I. INTRODUCTION**

This Blue Shield of California Health Plan will provide or arrange for the provision of Services to eligible Subscribers and Dependents of the Contractholder in accordance with the terms, conditions, limitations, and exclusions of this Group Health Service Contract.

The Evidence of Coverage and Disclosure Form (EOC) is included and made part of this Contract.

## **PART II. DEFINITIONS**

In addition to the provisions contained in the “*Definitions*” section of the EOC, the following provisions apply to this Group Health Service Contract:

**Employee** - (1) an individual engaged on a full-time basis in the conduct of the business of the Employer, whose normal work week is at least 30 hours, and whose duties in such employment are performed at the Employer’s regular places of business; or (2) a sole proprietor or partner of a partnership engaged on a full-time basis, at least 30 hours per week, in the Employer’s business and who is included as an Employee under a health care Plan Contract of the Employer.

An individual is ineligible for coverage who works part-time, temporary, or is employed on a substitute basis.

## PART III. ELIGIBILITY

### A. Employee Eligibility, Waiting Periods and Open Enrollment

In addition to the provisions contained in the *Eligibility for this plan* section of the EOC, the following provisions apply to this Group Health Service Contract:

1. The date of eligibility of Employees who enroll during the initial enrollment period shall be determined as follows:
  - a. Inasmuch as this Contract replaces a Contract between Blue Shield and the Employer, each individual in the employ of the Employer on the effective date of this Contract who was a Subscriber of Blue Shield by virtue of the Employer's previous Contract on the date immediately preceding the effective date of this Contract, who lives and/or works in the Plan Service Area is eligible on the effective date of this Contract.
  - b. Each individual, except as provided in paragraph a. above, shall be eligible to enroll on the first of the month following the completion of any applicable waiting period established by the Employer.
  - c. If associated Employers are added, the effective date of the amendment adding an associated Employer shall be treated as the effective date of this Contract for the purpose of determining the date of eligibility of the Employees of such Employer.
2. The date of eligibility of a former Employee, who has been re-employed, shall be determined as follows: The Employee's period of service prior to termination of employment shall be included in the determination of his date of eligibility, provided:
  - a. he has resumed active work within 3 months after such termination; or
  - b. if his previous employment was terminated due to entry into the Armed Forces, he has resumed active work within the time set by law for reinstatement of employment rights. However, there will be no waiting periods as prohibited by The Military & Veterans Code; or
  - c. if termination was due to disability, he has resumed active work within one month after ceasing to be disabled; otherwise he shall be considered as an Employee entering the employ of the Employer on the date he resumed work and shall be eligible on the date he completes the period of service specified in *A. I. b.*
3. If any class of Employees is not eligible under *A. I.*, and if an Employee transfers from such ineligible class to an eligible class, he shall be considered as having entered the employ of the Employer on the date of such transfer. Service in an ineligible class shall not be included in the determination of the date of eligibility.
4. The Employer agrees to offer health Benefits coverage to all eligible Employees during the initial enrollment period and distribute information as set forth in *Part IX., Contractholder Responsibility for Distribution and Notification Requirements*. In addition, the Employer agrees to get the Employee's signed acknowledgment of an explicit written notice in bold type specifying that failure to elect coverage during the initial enrollment period permits the Plan to impose, at the time of the Employee's later decision to elect coverage, an exclusion from coverage for a period of 12 months, or at the Employer's next Open Enrollment Period, whichever is earlier, unless the Employee meets the criteria specified in *paragraph 1.* of the definition of *Late Enrollee*. Blue Shield will not consider applications for earlier effective dates.
5. An Employee may transfer enrollment for himself or his Dependent(s) from another group health plan sponsored by the Employer to the health Plan covered by this Contract only during the Employer's annual Open Enrollment Period. The effective date of Benefits for such Employee and Dependent(s) shall be the first day of each subsequent January. Submission of evidence of acceptability is not required when application is made during this Open Enrollment Period.
6. The Employer shall timely report any additions or terminations of Employees or Dependents so that retroactive Dues adjustments are avoided and claims are not paid for ineligible individuals. However, if the Employer determines that



### **PART III. ELIGIBILITY**

it has made an administrative error in the processing of eligibility for an Employee or Dependent, Blue Shield will accept the retroactive changes subject to the following limitations:

- a. Blue Shield will accept enrollment of the Employee or Dependent retroactively for a maximum of 90 days, as long as Dues are paid by the Employer for the entire retroactive enrollment period. If an Employee or Dependent is retroactively enrolled pursuant to this, and the Employee or Dependent received covered health care services during that retroactive period, Blue Shield will reimburse the Employee for payments made for Covered Services received in accordance with the rules of the EOC, minus the Member's Copayments or Coinsurance as stated in the EOC;
  - b. Blue Shield will accept termination/disenrollment of the Employee or Dependent retroactive for a maximum of 90 days and will refund appropriate Dues paid for the retroactive termination period. In such case, Blue Shield reserves the right to request refund from the Employee for any payments made for services rendered during the retroactive termination period. In making a request for retroactive termination or disenrollment, Contractholder shall comply with all applicable state and federal law, including, but not limited to, the Patient Protection & Affordable Care Act and any related regulations.
7. The Employer agrees to comply with the requirements of Section 2708 of the Patient Protection & Affordable Care Act (Section 2708), which prohibits an employer from imposing a prohibited waiting period. "Waiting period" means a period that is required to pass before an otherwise eligible Employee will be able to enroll in coverage under the Group Contract. Specifically, Employer agrees:
- a. Any conditions of eligibility or waiting periods imposed on the eligible Employee will comply with the requirements of Section 2708 and California state law and any rules and regulations implementing those requirements.
  - b. Employer will notify Blue Shield if Employer imposes a waiting period on an eligible Employee that would exceed the time-period permitted by Section 2708.
  - c. The Employer must ensure that any orientation period that may be imposed by the Employer prior to the start of the waiting period is consistent with federal regulations. The Employer will notify Blue Shield of the Employee's eligibility for coverage after the orientation period.
  - d. Employer will notify Blue Shield if any changes are made regarding these representations.
  - e. Employer will hold Blue Shield harmless for any violation of the requirements of Section 2708 or California state law.

#### **B. Associated Employers**

Employees of the following listed Employers associated with the Employer as subsidiaries or affiliates are eligible for Benefits in accord with this Contract. For the purposes of this Contract only, service with any associated Employers shall be considered service with the Employer. The Employer may act for and on behalf of any associated Employers in all matters pertaining to this Contract, and every act done by, agreement made with, or notice given to the Employer shall bind all associated Employers.

list of associated Employers

None

## PART III. ELIGIBILITY

### C. Termination of Benefits

In addition to the provisions contained in the *When coverage ends* section of the EOC, the following provisions apply to this Group Health Service Contract:

1. The Benefits of a Member shall cease on the first day of the month following the month in which the Subscriber retires, is pensioned, leaves voluntarily, or is dismissed from the employ of the Contractholder or otherwise ceases to be a member of a class eligible for coverage, unless a different date on which the Subscriber no longer meets the requirements for eligibility has been agreed to between Blue Shield and the Contractholder, except that:
  - a. if the Subscriber ceases active work because of a disability due to illness or bodily injury, or because of an approved leave of absence or temporary layoff, payment of Dues for that Subscriber shall continue coverage in force in accordance with the Employer's policy regarding such coverage; or,
  - b. if the Employer is subject to the California Family Rights Act of 1991 and/or the Federal Family & Medical Leave Act of 1993, and the approved leave of absence is for family leave pursuant to such Acts, payment of Dues for that Subscriber shall keep coverage in force for the duration(s) prescribed by the Acts. The Employer is solely responsible for notifying Employees of the availability and duration of family leaves.
2. With respect to a newborn child or a child placed for adoption, coverage will cease on the 31<sup>st</sup> day at 11:59 p.m. Pacific Time following the Dependent's effective date of coverage, except that coverage shall not cease if a written or electronic application for the addition of the Dependent is submitted to and received by Blue Shield within 31 days following the effective date of coverage.

## PART IV. GROUP RENEWAL PROVISIONS

### A. Advance Notification of Blue Shield's Intent to Renew the Group Health Service Contract

The Employer shall be notified by Blue Shield of its intent to renew this Group Health Service Contract at least 135 days prior to the proposed effective date of the renewal. However, this renewal advance notification is distinct from, and does not alter the notification periods specified in *Part V. Dues, Paragraph D.*, or in *Part VIII. General Provisions, Paragraph D. Changes: Entire Contract.*

### B. Renewal of the Group Health Service Contract

Blue Shield will renew this Group Health Service Contract at the option of the Contractholder except in the following instances:

1. the Contractholder violates a material contract provision relating to Employer or other group contributions or group participation rates by the Contractholder or Employer;
2. the Contractholder fails to pay the required Dues as specified under *Part V. Dues*;
3. the Contractholder commits fraud or other intentional misrepresentation of material fact;
4. the Contractholder relocates outside of California;
5. Blue Shield ceases to offer a plan type purchased by the Contractholder;
6. Blue Shield ceases to offer health benefit plans in the state (withdrawal of all products).

## PART V. DUES

### A. Dues

#### Monthly Dues

##### M0023808

Subscriber .....	\$794.80
Additional for Spouse (or Domestic Partner) .....	\$953.68
Additional for Child(ren).....	\$635.84
Additional for Family .....	\$1,668.99

### B. When and Where Payable

1. The initial Dues are due on the effective date of this Contract and subsequent Dues shall be due on the same date of each succeeding month (“the first month's transmittal date”) thereafter, provided that the Dues due on any transmittal date shall not be deemed to have been paid unless the total Dues for all parts in force on such transmittal date have been paid.
2. Dues for Employees and/or Dependents who become eligible on a date other than the bill date are waived for the month during which eligibility for covered Benefits is attained. Dues for Employees and/or Dependents whose eligibility for covered Benefits terminates on a date other than the bill date are due in full for the month during which eligibility is terminated.
3. All Dues are payable by the Employer to Blue Shield of California. The payment of any Dues shall not maintain the Benefits under this Contract in force beyond the date immediately preceding the next transmittal date except as otherwise provided in *Part V. F.*

C. The terms of this Contract or the Dues payable therefor may be changed from time to time as set forth in *Part VIII., D. Changes: Entire Contract.*

D. The Employer shall remit to Blue Shield the amount specified in *Part V. A. (“the Dues”)*. If a Federal, State or any other taxing or licensing authority imposes upon Blue Shield any tax or fee on account of any of the Employer’s health benefit plans that is not included in the Dues, whether such tax or fee is based on Dues, gross receipts, enrollment or any other basis, Blue Shield may amend the Contract to increase the Dues by an amount sufficient to cover any such tax or fee rounded to the nearest cent. This amendment shall be effective as of the date stated in the notice, which shall not be earlier than the date of the imposition of such tax or fee, by mailing a postage prepaid notice of the amendment to the Employer at its address of record with Blue Shield at least 60 days before the effective date of the amendment. In the case of Federal excise taxes, Blue Shield may also amend the Dues to include any increased Federal income taxes to Blue Shield associated with such Federal excise taxes.

E. If benefit amounts are changed due to a change in the terms of this Contract or if a tax is levied under *Part V. D.*, the Dues charged therefor may be made, or the Dues credit therefor may be given, as of the effective date of such change.

F. A grace period of 30 days to pay all delinquent Dues and avoid cancellation will be granted for the payment of Dues accruing other than those due on the effective date of this Contract, during which period this Contract shall continue in force, but the Employer shall be liable to Blue Shield for the payment of all Dues accruing during the period the Contract continues in force during the grace period. Blue Shield will send a Notice of Start of Grace Period to the Employer after the last date of paid coverage. The 30-day grace period begins on the day the Notice of Start of Grace Period is dated. Cancellation for non-payment of Dues shall be in accordance with *PART VII.B.*

G. For the contract year 2021, Blue Shield will credit 25% of the Dues for the month of January to the Employer by February 28, 2021. If the Employer terminates this Contract prior to January 1, 2022, the Employer shall remit the full 25% of the Dues for the month of January noted above to Blue Shield prior to termination of the Contract.

## **PART VI. INTER-PLAN ARRANGEMENTS (BLUECARD® PROGRAM AND OTHERS)**

### **Out-of-Area Services**

Blue Shield has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as Inter-Plan Arrangements. Whenever a Member accesses Covered Services outside of California, the claim for those services may be processed through one of these Inter-Plan Arrangements and presented to Blue Shield for payment in accordance with the Blue Cross Blue Shield Association rules and procedures then in effect. The Inter-Plan Arrangements available to Members under this agreement are described generally below.

When Members access Covered Services outside of California, within the BlueCard Service Area, they may obtain care from participating health care providers that have a contractual agreement with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (Host Blue). In some instances, Members may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement with the Host Blue (non-participating providers). Blue Shield's payment practices in both instances are described below.

### **BlueCard® Program**

The BlueCard® Program is an Inter-Plan Arrangement. Under this arrangement, when Members access Covered Services within the geographic area served by a Host Blue, Blue Shield will remain responsible for fulfilling our contractual obligations. However, the Host Blue will be responsible for providing such services as contracting and handling substantially all interactions with its participating health care providers.

The financial terms of the BlueCard Program are described generally below.

### **Liability Calculation Method Per Claim**

Calculation of Member liability on claims for Covered Services processed through the BlueCard Program, if not a flat dollar copayment, will be based on the lower of the participating provider's billed charges for Covered Services or the negotiated price made available to Blue Shield by the Host Blue. The negotiated price may represent one of the following:

- (i) an actual price. An actual price is a negotiated rate of payment in effect at the time a claim is processed without any other increases or decreases, or
- (ii) an estimated price. An estimated price is a negotiated rate of payment in effect at the time a claim is processed, reduced, or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
- (iii) an average price. An average price is a percentage of billed charges for Covered Services in effect at the time a claim is processed representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual price, estimated price, or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., a prospective adjustment may mean that a current price reflects additional amounts or credits for claims already paid to providers or anticipated to be paid to or received from providers). However, the BlueCard Program requires that the amount paid by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by Blue Shield in determining the Employer's Premiums.

## **PART VI. INTER-PLAN ARRANGEMENTS (BLUECARD® PROGRAM AND OTHERS)**

### **Inter-Plan Arrangements: Federal/State Taxes/Surcharges/Fees**

In some instances, federal or state laws or regulations may impose a surcharge, tax, or other fee that applies to insured accounts. If applicable, Blue Shield will include any such surcharge, tax, or other fee in determining Employer's Premiums.

### **Special Cases: Value-Based Programs**

Blue Shield has included a factor for bulk distributions from Host Blues in the premium for Value-Based Programs when applicable under this agreement.

### **Non-Participating Providers Outside of California**

When Covered Services, other than Emergency Services, are received from non-participating providers outside of California, but within the BlueCard Service Area, the amount(s) a Member pays for such services will generally be based on the Host Blue's non-participating provider local payment, the Allowable Amount Blue Shield pays a Non-Participating provider in California if the Host Blue has no non-participating provider allowance, or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the non-participating provider bills and the payment Blue Shield will make for the Covered Services as set forth in this paragraph.

Claims for covered Emergency Services are paid based on the Allowable Amount as defined in the EOC.

### **Blue Shield Global Core**

If Members are outside the BlueCard Service Area, they may be able to take advantage of Blue Shield Global Core when accessing Out-of-Area Covered Health Care Services. Blue Shield Global Core is unlike the BlueCard Program available in the BlueCard Service Area. Although Blue Shield Global Core assists Members with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue plan. As such, when Members receive care from providers outside the BlueCard Service Area, Members will typically have to pay the providers and submit the claims themselves to obtain reimbursement for these services. Details for Blue Shield Global Core claim submission are provided in the *Out-of-area services* section of the EOC.

## **PART VII. CANCELLATION/REINSTATEMENT/GRACE PERIOD**

### **A. Cancellation Without Cause**

The Employer may cancel this Contract at any time by written notice delivered or mailed to Blue Shield, effective on receipt or on such later date as specified in the notice.

### **B. Cancellation for Non-Payment of Dues**

Blue Shield may cancel this Contract for non-payment of Dues. If Dues are not received when due, coverage will end the day following the 30 day grace period, as described in Part V.F. hereof. The Employer will be liable for all Dues accrued while this Contract continues in force including those accrued during the 30-day grace period. In such case, Blue Shield will send a Notice of End of Coverage to the Employer and enrolled Employees no later than five calendar days after the date coverage ends. A new application for coverage will be required by the Employer and a new Contract will be issued only upon demonstration that the Employer meets all underwriting requirements at the time of application.

### **C. Cancellation/Rescission for Fraud, Intentional Misrepresentations of Material Fact**

Blue Shield may cancel or rescind this Contract within 24 months following issuance for fraud or intentional misrepresentation of material fact by the Employer; or with respect to coverage of Employees or Dependents, for fraud or intentional misrepresentation of material fact by the Employee, Dependent, or their representative. Fraud or intentional misrepresentations of material fact on an application or a health statement (if a health statement is required by the Employer) may, at the discretion of Blue Shield, result in the cancellation or rescission of this Contract. A rescission voids the Contract retroactively as if it was never effective. Blue Shield will send the Notice of Cancellation, Rescission or Nonrenewal to the Employer prior to any rescission. The Employer must provide enrolled Employees with a copy of the Notice of Cancellation, Rescission or Nonrenewal.

### **D. Grace Period**

The Employer shall be entitled to a grace period of 30 days for payment of Dues, as described in *PART V.F.* hereof. If during a grace period written notice is given by the Employer to Blue Shield that the Contract or (subject to the consent of Blue Shield) any part of the Contract is to be discontinued before the expiration date of the grace period, the Contract or such part shall be discontinued as of the date specified by the Employer or the date of receipt of such written notice by Blue Shield, whichever is the later date, and the Employer shall be liable to Blue Shield for the payment of pro rata Dues for the period commencing with the last transmittal date and ending with the date of such discontinuance.

### **E. Payment or Refund of Dues Upon Cancellation**

In the event of cancellation, the Employer shall promptly pay any earned Dues which have not previously been paid. Blue Shield shall within 30 days of cancellation (1) return to the Employer the amount of prepaid Dues, if any, that Blue Shield determines have not been earned as of the effective date of cancellation, and (2) provide Benefits of the Plan for Services incurred during the time coverage was in effect up to and including the effective date of cancellation.

### **F. Termination of Benefits**

No Benefits shall be provided for Services rendered after the effective date of cancellation, except as specifically provided in the *Continuation of group coverage and Extension of Benefits* sections of the EOC.

In the event this Contract is cancelled for any reason, including but not limited to for non-payment of Dues, no further Benefits will be provided after cancellation unless the Member is a registered Inpatient or is undergoing treatment for an ongoing condition and obtains an extension of Benefits in accordance with the *Extension of Benefits* section of the EOC.

### **G. Employer to Provide Subscribers with Notice of Cancellation, Rescission or Nonrenewal**

If this Contract is rescinded, or cancelled by either party, the Employer shall notify the Subscribers. If rescinded or cancelled by Blue Shield, the Employer shall promptly send a copy of Blue Shield's Notice of Cancellation, Rescission or Nonrenewal to each Subscriber and provide Blue Shield proof of such mailing and the date thereof.

## PART VIII. GENERAL PROVISIONS

In addition to the provisions contained in the EOC, the following provisions apply to this Group Health Service Contract:

### A. Choice of Providers

A Subscriber or Dependent may select any Hospital or Physician to provide covered Services hereunder, including providers outside of California. Benefits differ depending on whether a Participating Provider or a Non-Participating Provider is selected. It is to the Subscriber's advantage to select Participating Providers whenever possible. A Participating Provider Directory is available to all Subscribers by calling Blue Shield at (800) 331-2001 or writing to them at:

P.O. Box 2080  
Oakland, CA 94604

or

P.O. Box 92945  
Los Angeles, CA 90009

In the event that the inability to perform of a Participating Provider, the breach of the Contract to furnish Services by a Participating Provider, or the termination of a Participating Provider's Contract with Blue Shield may materially and adversely affect the Employer, Blue Shield will, within a reasonable time, advise the Employer in writing of such inability to perform, breach, or termination.

### B. Use of Masculine Pronoun

Whenever a masculine pronoun is used in this Contract, it shall include the feminine gender unless the context clearly indicates otherwise.

### C. Workers' Compensation

This Contract is not in lieu of, and shall not affect, any requirements for coverage by Workers' Compensation Insurance.

### D. Changes: Entire Contract

This Contract, including appendices, attachments, or other documents incorporated by reference constitutes the entire agreement between the parties, and any statement made by the Employer or by any Subscriber shall, in the absence of fraud, be deemed a representation and not a warranty.

The terms of this Contract, the Dues payable therefor, and the benefits of this Plan, including but not limited to Covered Services, Deductible, Copayment and annual Out-of-Pocket Maximum amounts, may be changed from time to time. Blue Shield will provide at least 60 days' written notice of any such change, and these changes shall not become effective until at least 60 days after written notice of such change is delivered or mailed to the Employer's last address as shown on the records of Blue Shield. Benefits for services furnished on or after the effective date of any Benefit modification shall be provided based on the modification. No change in this Contract shall be valid unless approved by an executive officer of Blue Shield and a written endorsement is issued. No other representative has authority to change this Contract or to waive any of its provisions.

Notice of changes in Benefits, and any documents that may be delivered to the Employer or the Employer's representative for the purpose of informing Members of the details of their coverage under this Contract, will be distributed by the Employer or his representative as set forth in *Part IX., Contractholder Responsibility for Distribution and Notification Requirements*.

### E. Statutory Requirements

This Contract is subject to the requirements of the Knox-Keene Health Care Service Plan Act, Chapter 2.2 of Division 2 of the California Health and Safety Code and Title 28 of the California Code of Regulations. Any provision required to be in this Contract by reason of the Act or Regulations shall bind Blue Shield whether or not such provision is actually included in this Contract. In addition, this Contract is subject to applicable state and federal statutes and regulations, which may include the Employee Retirement Income Security Act, Health Insurance Portability and Accountability Act



## PART VIII. GENERAL PROVISIONS

("HIPAA") and applicable Centers for Medicare and Medicaid Services ("CMS") requirements. Any provision required to be in this Contract by reason of such state and federal statutes shall bind the Group and Blue Shield whether or not such provision is actually included in this Contract.

### F. Legal Process

Legal process or service upon Blue Shield must be served upon a corporate officer of Blue Shield.

### G. Time of Commencement or Termination

Wherever this Contract provides for a date of commencement or termination of any part or all of this Contract, commencement or termination shall be effective as of 12:01 a.m. Pacific Time of the commencement date and as of 11:59 p.m. Pacific Time of the termination date.

### H. Records and Information to be Furnished

The Employer shall furnish Blue Shield with such information as Blue Shield may require to enable it to administer this Plan, to determine the Dues and to enable it to perform this Contract. CMS specifically requires Blue Shield to obtain the following information: Social Security numbers for Subscribers and dependents over forty-five (45) years of age, Subscriber employment status, Employer identification number and Employer size. Failure to provide any such information required by this Section may result in immediate Cancellation of this Contract.

### I. Inquiries and Complaints

Inquiries concerning any problems that may develop in the administration of this Contract should be directed to Blue Shield at the address or telephone number indicated on page *GC-1* of this Contract. (See also the *How to contact Customer Service* section of the EOC.)

### J. Confidentiality

The Contractholder shall comply with all applicable state and federal laws regarding the privacy and confidentiality of the personal and health information of Subscribers and Dependents. The Contractholder shall not require the Plan to release the personal and health information of individual Subscribers or Dependents without written authorization from the Subscriber, unless permitted by law. No information may be disclosed by either party in violation of Cal. Civ. Code §§ 56, et seq. At the request of the Contractholder, the Plan may provide aggregate, encrypted, or encoded data regarding Subscribers and Dependents to the Contractholder, unless such data would explicitly or implicitly identify specific Subscribers or Dependents. To the extent the Contractholder receives, maintains, or transmits personal or health information of Subscribers or Dependents electronically, the Contractholder shall comply with all state and federal laws relating to the protection of such information including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) provisions on security and confidentiality.

### K. ERISA Plan Administrator

If the Contractholder's Plan is governed by ERISA (29 USC Sections 1001, et seq.), it is understood that Blue Shield is not the plan administrator for the purposes of ERISA. The plan administrator is the Contractholder.

### L. Special Cases: Value-Based Programs

Enrollees may access covered services from providers that participate in a Blue Shield Life Value-Based Program. Blue Shield Life Value-Based Programs include, but are not limited to, Accountable Care Organizations, Episode Based Payments, Patient Centered Medical Homes and Shared Savings arrangements.

Blue Shield Life has included any associated costs in the Dues for Blue Shield Life Value-Based Programs when applicable under this agreement.

## PART VIII. GENERAL PROVISIONS

### M. Producer Service Fee

The Contractholder has selected and entered into an agreement with **Robyn Piper** (“Producer”), under which the Producer has agreed to provide consulting services to the Contractholder in connection with the Contractholder’s Plan(s) (the “Service Agreement”), in return for payment from the Contractholder of compensation negotiated directly between the Contractholder and the Producer (the “Fee”). Blue Shield is not a party to the Service Agreement.

The Contractholder requests that Blue Shield receive from the Contractholder and pay to the Producer certain amounts comprising payment for the Producer’s services under the Service Agreement (the “Pass-Through Arrangement” or “Arrangement”).

#### 1. Blue Shield Duties and Responsibilities:

- a. Blue Shield agrees to accept from the Contractholder payment of the monthly Fee amount with the Contractholder’s payment of Blue Shield’s monthly Premium invoice to the Contractholder.
- b. Blue Shield will forward the Fee to the Producer within 30 days of receipt of the Fee from the Contractholder.
- c. Blue Shield will provide to the Contractholder a summary of the aggregate Fee paid by Blue Shield on behalf of the Contractholder to the Producer for each Calendar Year within 15 business days following the end of such Calendar Year.
- d. Blue Shield is not responsible for determining or confirming the correctness of any information provided by the Contractholder, including the amount of the Fee or the name or other payment information of the Producer to whom the Fee is to be paid; rather, Blue Shield is responsible only for the ministerial functions of receiving payment of the Fee and forwarding such payment to the Producer.

#### 2. The Contractholder Duties and Responsibilities:

- a. The Contractholder acknowledges and agrees that the Fee is not a part of the Premium charged to the Contractholder by Blue Shield, that using the Producer or any other agent or broker is not a requirement for the Contractholder to obtain coverage from Blue Shield and the Contractholder may obtain insurance policies directly from Blue Shield, and that the Contractholder, and not Blue Shield owes and is fully responsible to the Producer for the Fee.
- b. The Contractholder agrees to pay the Fee at the same time payment is made for the Premium for Blue Shield coverages.
- c. The Contractholder will notify Blue Shield immediately if the Service Agreement between the Contractholder and the Producer is terminated.
- d. The Contractholder will be responsible for any and all tax reporting related to the payment of the Fee to the Producer, including Form 1099s, if required.

#### 3. Payments and Adjustments:

- a. The Contractholder and the Producer have agreed that the amount of the Fee initially shall be 5.26% of the monthly Premium amount per month.
- b. The Contractholder will notify Blue Shield of any change to the Fee or the manner in which it is to be paid in writing. For purposes of Blue Shield’s duties and responsibilities under this Arrangement, any such change will be effective the first day of the month following Blue Shield’s receipt of such written notice of the change.
- c. The Contractholder will notify Blue Shield of a producer of record change in writing. For purposes of Blue Shield’s duties and responsibilities under this Arrangement, any such change will be effective the first day of the month following Blue Shield’s receipt of such written notice of the change. Following the change, Blue Shield will remit the Fee to the new producer.

## PART VIII. GENERAL PROVISIONS

- d. The parties acknowledge that any payment received by Blue Shield from the Contractholder will be applied first to Premiums due to Blue Shield, and any amount in addition to such Premiums to payment of the Fee. The Contractholder's failure to pay the Fee through Blue Shield will not subject the Contractholder to termination of any Blue Shield coverages for non-payment of Premium.
  - e. The Contractholder acknowledges and agrees that Blue Shield may deposit the Fee into a general account that may collect interest. Blue Shield may retain any interest or investment income on funds held in the account.
  - f. The Contractholder acknowledges and agrees that its Blue Shield coverages may, if otherwise eligible, be taken into account in the calculation of any bonus program offered by Blue Shield to the Producer.
4. Term and Termination:
- a. This Pass-Through Arrangement will automatically terminate as of the effective date of the termination of the Contractholder's Blue Shield coverages.
  - b. The Contractholder may terminate this Arrangement at any time by providing written notice to Blue Shield. Such termination will be effective the first day of the month following Blue Shield's receipt of the notice of termination.
  - c. Blue Shield may terminate this Arrangement by providing no less than sixty (60) days' prior written notice to the Contractholder.

## **PART IX. CONTRACTHOLDER RESPONSIBILITY FOR DISTRIBUTION AND NOTIFICATION REQUIREMENTS**

The Contractholder has various distribution of notices and Member materials and other notification requirements under this Group Health Service Contract. Some of the major Contractholder distribution and notification requirements are summarized below; however, this is a summary only and is not to be construed as an all-inclusive list.

### **A. Obtaining Declinations or Waivers of Coverage**

All eligible Employees will be offered health benefits coverage during the initial and subsequent enrollment periods. If an Employee elects to decline or waive coverage, the Employer is responsible for obtaining the Employee's signed acknowledgment of receipt of an explicit written notice in bold type specifying that failure to elect coverage during the Open Enrollment Period permits the Plan to impose an exclusion from coverage for a period of 12 months, or at the Employer's next Open Enrollment Period, whichever is earlier, unless the Employee meets the criteria specified in the definition of Late Enrollee as set forth in the EOC.

### **B. Distribution of Summary of Benefits and Coverage (SBC)**

A summary of benefits and coverage (SBC) will be issued by the Plan for all eligible Employees and Dependents. The Employer is solely responsible for the timely distribution of a complete SBC for each benefit plan offered. The Employer will distribute the SBCs free of charge to Members and prospective Members as required by applicable federal law and regulations.

The Employer shall distribute the SBCs in a manner which complies with applicable federal law and regulations. If the Employer does not distribute paper SBCs, then the Employer will ensure that any alternative or electronic distribution method used complies with applicable federal requirements.

If a material modification is made to the Employer's group health plan that impacts the SBC, other than at the time of renewal, then notice of the material change, as provided by Blue Shield, will be distributed by the Employer to the Subscriber and any Dependents no later than sixty (60) days prior to the date on which the modification will become effective. The notice shall be distributed in a manner that complies with applicable federal requirements.

In the event that the Employer fails to distribute SBCs to Members or prospective Members as required herein, Blue Shield will, after notice to the Employer, distribute SBCs as necessary to comply with applicable federal statutes and regulations. In such case, the Employer agrees to reimburse Blue Shield for the reasonable costs incurred by Blue Shield to generate and distribute the SBCs.

### **C. Distribution of Member ID Cards and EOC Booklets**

#### **1. Member ID Cards**

Membership identification cards will be issued by the Plan for all Subscribers and will either be sent to the Contractholder for distribution to the Subscribers, or sent directly to the Subscribers, depending on the Contractholder's instructions.

#### **2. EOC Booklets**

An EOC which summarizes the Benefits of this Contract and how to obtain covered Services will be issued by the Plan for all Subscribers. The Plan will send the EOC to the Contractholder, and, the Contractholder is responsible for distributing the EOC to Subscribers whether in printed, hardcopy or electronic form.

EOCs will be provided to the Contractholder in electronic form (such as by Compact Disk (CD) or posted on Blue Shield's employer website) or in paper hard copy form. If Contractholder receives the EOC in electronic form, Contractholder is not authorized to modify or alter in any way the text or the formatting of the electronic EOC file. Blue Shield assumes no responsibility for any changes in text or formatting that may occur in the EOC after it is provided to Contractholder. If Contractholder receives the EOC in hard copy form, Contractholder will notify Subscribers that printed hard copies of the EOC are available and will promptly distribute to Subscribers.

## **PART IX. CONTRACTHOLDER RESPONSIBILITY FOR DISTRIBUTION AND NOTIFICATION REQUIREMENTS**

Contractholder may ensure electronic distribution of the EOC to Subscribers by one of the following methods: (1) by posting the EOC in a read-only format on an intranet site which is accessed by Employees of Contractholder; (2) by emailing the EOC directly to Subscribers; or (3) by providing Subscribers with Blue Shield's instructions for accessing the EOC from the Blue Shield website.

If Contractholder posts the electronic EOC on its intranet site, it shall do so in such a way so as to permit Employees of Contractholder to download and print a complete and accurate copy of the EOC. Contractholder will notify Employees enrolled with Blue Shield that the EOC for their plan is available to review, download and print from Contractholder's intranet site, and will provide Subscribers with reasonable and appropriate instructions by which to access and print the document from its intranet site.

Contractholder will provide a hard copy of the EOC to an Employee upon request. If Blue Shield receives an inquiry from an Employee of the Contractholder regarding obtaining a copy of the EOC, Blue Shield will refer that individual to Contractholder's human resources benefits staff with instructions that a copy of the EOC is available from Contractholder on request. Contractholder has the option to request a supply of hard copies of the EOC in an amount not to exceed 10% of the total subscriber count at no additional charge.

In the event Blue Shield reasonably concludes that Contractholder is either using the electronic EOC in a matter not permitted by this Agreement or is not providing Subscribers with access to the EOC in accordance herewith, then Blue Shield will print copies of the EOC, and Contractholder will cooperate with Blue Shield to ensure that printed copies of the EOC are timely provided to all Employees of Contractholder enrolled with Blue Shield. Contractholder agrees to reimburse Blue Shield for the reasonable cost of printing and delivering the EOC documents.

### **D. Notice of Start of Grace Period or Notice of Cancellation, Rescission or Nonrenewal**

Upon receipt of a Notice of Start of Grace Period or a Notice of Cancellation, Rescission or Nonrenewal from the Plan, the Employer shall promptly send any such Notice to each subscriber in a manner which complies with applicable law.

### **E. Notification of COBRA and Cal-COBRA Coverage Option and Other COBRA/Cal-COBRA Notices**

The following provisions are applicable only when the Contractholder is subject to Title X. of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) as amended or the California Continuation Benefits Replacement Act (Cal-COBRA). See the *Continuation of group coverage and Extension of Benefits* sections of the EOC for additional information.

#### **1. COBRA**

Blue Shield is not the plan administrator or plan sponsor, as those terms are defined by ERISA, for any purpose, including but not limited to COBRA, and has no responsibility for the Contractholder's COBRA administration obligations

To the extent required by COBRA, and upon timely receipt of Dues and proper enrollment forms, Blue Shield will continue the group coverage to qualified beneficiaries after the period that their coverage would normally terminate under the Contract.

Blue Shield will not be responsible for determining whether a Subscriber or Dependent is eligible to receive continuation coverage; such determination is based on the requirements of COBRA and the procedures established by the Contractholder or its COBRA administrator.

If the Contractholder or any Subscriber or Dependent fails to meet its obligations under the Contract and COBRA, Blue Shield shall not be liable for any claims of the Subscriber or Dependent after his/her termination of coverage, except as expressly provided in other applicable provisions of the Contract.

The Contractholder is solely responsible for all aspects of the administration of COBRA and any amendments with respect to the group health coverage provided by this Contract. The obligations of the Contractholder in the event that federal continuation of coverage requirements of COBRA apply to the Contractholder, include the following:

## **PART IX. CONTRACTHOLDER RESPONSIBILITY FOR DISTRIBUTION AND NOTIFICATION REQUIREMENTS**

- a. Contractholder or its COBRA administrator will complete and timely provide all notices and enrollment forms to all eligible Subscribers and Dependents (including the initial notice of COBRA rights) required under COBRA.
- b. Contractholder or its COBRA administrator will establish procedures to verify eligibility for COBRA coverage and receive COBRA election forms from Qualified Beneficiaries.
- c. The Contractholder will notify its COBRA administrator (or the Plan administrator if the Contractholder does not have a COBRA administrator) of the Subscriber's death, termination, or reduction of hours of employment, or of the Subscriber's Medicare entitlement, or the Employer's (Contractholder's) filing for reorganization under Title XI, United States Code.
- d. Contractholder or its COBRA administrator will establish a determination date upon which applicable COBRA rates may be annually changed and determine the applicable premium amount for qualified COBRA beneficiaries in accordance with its Contract with Blue Shield, adding the 2% administrative fee permitted by COBRA.
- e. Contractholder or its COBRA administrator will bill and collect premiums from COBRA Qualified Beneficiaries, and provide timely notification of nonpayment of COBRA continuation coverage premiums, per the terms of the Contract and COBRA.
- f. Contractholder or its COBRA administrator will remit premiums to Blue Shield on behalf of the COBRA qualified beneficiary until Blue Shield receives notice from the Contractholder that such beneficiary is no longer entitled to COBRA coverage.
- g. Contractholder or its COBRA administrator will provide notification of continuation of coverage rights to the extent required by COBRA or any other federal or state laws as applicable, on termination of COBRA coverage. The Contractholder or its COBRA administrator is responsible for notifying COBRA enrollees of their right to possibly continue coverage under Cal-COBRA at least 90 calendar days before their COBRA coverage will end.
- h. Contractholder or its COBRA administrator will inform eligible Subscribers and Dependents of changes in the COBRA law as they occur, including an explanation of the impact of these changes upon COBRA coverage.
- i. The Contractholder agrees to assume responsibility for any and all COBRA violations resulting from the failure of the Contractholder or its COBRA administrator to perform its COBRA administration responsibilities.

### **2. Cal-COBRA**

Contractholders subject to the California Continuation Benefits Replacement Act (Cal-COBRA) are responsible for notifying Blue Shield in writing within 30 days when the Contractholder becomes subject to Section 4980B of the United States Internal Revenue Code or Chapter 18 of the Employee Retirement Income Security Act, 29 U.S.C. Section 1161 et seq.

Contractholders subject to the California Continuation Benefits Replacement Act (Cal-COBRA) are responsible for notifying Blue Shield in writing of the Subscriber's termination or reduction in hours of employment within 30 days of the Qualifying Event.

## **EVIDENCE OF COVERAGE AND DISCLOSURE FORM**

An EOC booklet and any applicable Supplements will be issued by Blue Shield for all Subscribers covered under this Group Health Service Contract. The following pages contain the exact provisions of this EOC and any applicable Supplements and are included as part of this Contract.

Note: In the EOC, references to “you” or “your” shall mean the eligible Subscriber and/or Dependent of this Plan. References to “we” or “us” shall mean the Plan and/or Blue Shield of California.

# Combined Evidence of Coverage and Disclosure Form

**Full PPO Split Deductible 35-1000 80/60**

**Mr Stax Inc**

Group Number: W0070519-M0023808

Effective Date: January 1, 2021

Provider Network: Full PPO

[blueshieldca.com](http://blueshieldca.com)





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## Summary of Benefits

### Full PPO Split Deductible 35-1000 80/60

This Summary of Benefits shows the amount you will pay for Covered Services under this Blue Shield of California Plan. It is only a summary and it is included as part of the Evidence of Coverage (EOC).<sup>1</sup> Please read both documents carefully for details.

#### Medical Provider Network:

#### Full PPO Network

This Plan uses a specific network of Health Care Providers, called the Full PPO provider network. Providers in this network are called Participating Providers. You pay less for Covered Services when you use a Participating Provider than when you use a Non-Participating Provider. You can find Participating Providers in this network at blueshieldca.com.

#### Calendar Year Deductibles (CYD)<sup>2</sup>

A Calendar Year Deductible (CYD) is the amount a Member pays each Calendar Year before Blue Shield pays for Covered Services under the Plan. Blue Shield pays for some Covered Services before the Calendar Year Deductible is met, as noted in the Benefits chart below.

		When using a Participating Provider <sup>3</sup>	When using a Non-Participating Provider <sup>4</sup>
<b>Calendar Year medical Deductible</b>	<i>Individual coverage</i>	\$1,000	\$3,000
	<i>Family coverage</i>	\$1,000: individual	\$3,000: individual
		\$3,000: Family	\$9,000: Family

#### Calendar Year Out-of-Pocket Maximum<sup>5</sup>

An Out-of-Pocket Maximum is the most a Member will pay for Covered Services each Calendar Year. Any exceptions are listed in the Notes section at the end of this Summary of Benefits.

#### No Annual or Lifetime Dollar Limit

Under this Plan there is no annual or lifetime dollar limit on the amount Blue Shield will pay for Covered Services.

	When using a Participating Provider <sup>3</sup>	When using any combination of Participating <sup>3</sup> or Non-Participating <sup>4</sup> Providers
<i>Individual coverage</i>	\$5,500	\$10,000
<i>Family coverage</i>	\$5,500: individual	\$10,000: individual
	\$11,000: Family	\$20,000: Family

**Benefits<sup>6</sup>**

**Your payment**

	When using a Participating Provider <sup>3</sup>	CYD <sup>2</sup> applies	When using a Non-Participating Provider <sup>4</sup>	CYD <sup>2</sup> applies
<b>Preventive Health Services<sup>7</sup></b>				
Preventive Health Services	\$0		Not covered	
California Prenatal Screening Program	\$0		\$0	
<b>Physician services</b>				
Primary care office visit	\$35/visit		40%	✓
Specialist care office visit	\$35/visit		40%	✓
Physician home visit	\$35/visit		40%	✓
Physician or surgeon services in an outpatient facility	20%	✓	40%	✓
Physician or surgeon services in an inpatient facility	20%	✓	40%	✓
<b>Other professional services</b>				
Other practitioner office visit <i>Includes nurse practitioners, physician assistants, and therapists.</i>	\$35/visit		40%	✓
Acupuncture services <i>Up to 20 visits per Member, per Calendar Year.</i>	\$25/visit		40%	✓
Chiropractic services <i>Up to 20 visits per Member, per Calendar Year.</i>	\$25/visit		40%	✓
Teladoc consultation	\$0		Not covered	
Family planning			Not covered	
• Counseling, consulting, and education	\$0		Not covered	
• Injectable contraceptive; diaphragm fitting, intrauterine device (IUD), implantable contraceptive, and related procedure.	\$0		Not covered	
• Tubal ligation	\$0		Not covered	
• Vasectomy	20%	✓	Not covered	
Podiatric services	\$35/visit		40%	✓
<b>Pregnancy and maternity care</b>				
Physician office visits: prenatal and postnatal	20%	✓	40%	✓
Physician services for pregnancy termination	20%	✓	40%	✓
<b>Emergency services</b>				
Emergency room services <i>If admitted to the Hospital, this payment for emergency room services does not apply. Instead, you pay the Participating Provider payment under Inpatient facility services/ Hospital services and stay.</i>	\$150/visit plus 20%		\$150/visit plus 20%	
Emergency room Physician services	20%		20%	

**Benefits<sup>6</sup>**

**Your payment**

	When using a Participating Provider <sup>3</sup>	CYD <sup>2</sup> applies	When using a Non-Participating Provider <sup>4</sup>	CYD <sup>2</sup> applies
<b>Urgent care center services</b>	\$35/visit		40%	✓
<b>Ambulance services</b> <i>This payment is for emergency or authorized transport.</i>	20%	✓	20%	✓
<b>Outpatient facility services</b>				
Ambulatory Surgery Center	10%	✓	40% of up to \$350/day plus 100% of additional charges	✓
Outpatient Department of a Hospital: surgery	25%	✓	40% of up to \$350/day plus 100% of additional charges	✓
Outpatient Department of a Hospital: treatment of illness or injury, radiation therapy, chemotherapy, and necessary supplies	20%	✓	40% of up to \$350/day plus 100% of additional charges	✓
<b>Inpatient facility services</b>				
Hospital services and stay	20%	✓	40% of up to \$600/day plus 100% of additional charges	✓
Transplant services <i>This payment is for all covered transplants except tissue and kidney. For tissue and kidney transplant services, the payment for Inpatient facility services/ Hospital services and stay applies.</i>				
• Special transplant facility inpatient services	20%	✓	Not covered	
• Physician inpatient services	20%	✓	Not covered	
<b>Bariatric surgery services, designated California counties</b> <i>This payment is for bariatric surgery services for residents of designated California counties. For bariatric surgery services for residents of non-designated California counties, the payments for Inpatient facility services/ Hospital services and stay and Physician inpatient and surgery services apply for inpatient services; or, if provided on an outpatient basis, the outpatient facility services and Outpatient Physician services payments apply.</i>				
Inpatient facility services	20%	✓	Not covered	
Outpatient facility services	25%	✓	Not covered	

**Benefits<sup>6</sup>**

**Your payment**

	When using a Participating Provider <sup>3</sup>	CYD <sup>2</sup> applies	When using a Non-Participating Provider <sup>4</sup>	CYD <sup>2</sup> applies
Physician services	20%	✓	Not covered	
<b>Diagnostic x-ray, imaging, pathology, and laboratory services</b>				
<i>This payment is for Covered Services that are diagnostic, non-Preventive Health Services, and diagnostic radiological procedures, such as CT scans, MRIs, MRAs, and PET scans. For the payments for Covered Services that are considered Preventive Health Services, see Preventive Health Services.</i>				
Laboratory services <i>Includes diagnostic Papanicolaou (Pap) test.</i>				
• Laboratory center	\$35/visit	✓	40%	✓
• Outpatient Department of a Hospital	\$60/visit	✓	40% of up to \$350/day plus 100% of additional charges	✓
X-ray and imaging services <i>Includes diagnostic mammography.</i>				
• Outpatient radiology center	\$35/visit	✓	40%	✓
• Outpatient Department of a Hospital	\$60/visit	✓	40% of up to \$350/day plus 100% of additional charges	✓
Other outpatient diagnostic testing <i>Testing to diagnose illness or injury such as vestibular function tests, EKG, ECG, cardiac monitoring, non-invasive vascular studies, sleep medicine testing, muscle and range of motion tests, EEG, and EMG.</i>				
• Office location	\$35/visit	✓	40%	✓
• Outpatient Department of a Hospital	\$60/visit	✓	40% of up to \$350/day plus 100% of additional charges	✓
Radiological and nuclear imaging services				
• Outpatient radiology center	20%	✓	40%	✓
• Outpatient Department of a Hospital	30%	✓	40% of up to \$350/day plus 100% of additional charges	✓

**Benefits<sup>6</sup>**

**Your payment**

	<b>When using a Participating Provider<sup>3</sup></b>	<b>CYD<sup>2</sup> applies</b>	<b>When using a Non-Participating Provider<sup>4</sup></b>	<b>CYD<sup>2</sup> applies</b>
<b>Rehabilitative and Habilitative Services</b>				
<i>Includes Physical Therapy, Occupational Therapy, Respiratory Therapy, and Speech Therapy services.</i>				
Office location	\$35/visit	✓	40%	✓
Outpatient Department of a Hospital	\$35/visit	✓	40% of up to \$350/day plus 100% of additional charges	✓
<b>Durable medical equipment (DME)</b>				
DME	20%	✓	40%	✓
Breast pump	\$0		Not covered	
Orthotic equipment and devices	20%	✓	40%	✓
Prosthetic equipment and devices	20%	✓	40%	✓
<b>Home health care services</b>				
<i>Up to 100 visits per Member, per Calendar Year, by a home health care agency. All visits count towards the limit, including visits during any applicable Deductible period. Includes home visits by a nurse, Home Health Aide, medical social worker, physical therapist, speech therapist, or occupational therapist, and medical supplies.</i>				
20%				
✓				
Not covered				
<b>Home infusion and home injectable therapy services</b>				
Home infusion agency services	20%	✓	Not covered	
<i>Includes home infusion drugs and medical supplies.</i>				
Home visits by an infusion nurse	20%	✓	Not covered	
Hemophilia home infusion services	20%	✓	Not covered	
<i>Includes blood factor products.</i>				
<b>Skilled Nursing Facility (SNF) services</b>				
<i>Up to 100 days per Member, per Benefit Period, except when provided as part of a Hospice program. All days count towards the limit, including days during any applicable Deductible period and days in different SNFs during the Calendar Year.</i>				
Freestanding SNF	20%	✓	40%	✓
Hospital-based SNF	20%	✓	40% of up to \$600/day plus 100% of additional charges	✓

## Benefits<sup>6</sup>

## Your payment

	When using a Participating Provider <sup>3</sup>	CYD <sup>2</sup> applies	When using a Non-Participating Provider <sup>4</sup>	CYD <sup>2</sup> applies
<b>Hospice program services</b> <i>Includes pre-Hospice consultation, routine home care, 24-hour continuous home care, short-term inpatient care for pain and symptom management, and inpatient respite care.</i>	\$0		Not covered	
<b>Other services and supplies</b> Diabetes care services <ul style="list-style-type: none"> <li>• Devices, equipment, and supplies</li> <li>• Self-management training</li> </ul> Dialysis services PKU product formulas and Special Food Products Allergy serum billed separately from an office visit	20% \$35/visit 20% 20% 20%	✓ ✓ ✓ ✓ ✓	40% 40% 40% of up to \$350/day plus 100% of additional charges 20% 40%	✓ ✓ ✓ ✓ ✓

## Mental Health and Substance Use Disorder Benefits

## Your payment

<i>Mental health and substance use disorder Benefits are provided through Blue Shield's Mental Health Service Administrator (MHSA).</i>	When using a MHSA Participating Provider <sup>3</sup>	CYD <sup>2</sup> applies	When using a MHSA Non-Participating Provider <sup>4</sup>	CYD <sup>2</sup> applies
<b>Outpatient services</b> Office visit, including Physician office visit Teladoc behavioral health Other outpatient services, including intensive outpatient care, electroconvulsive therapy, transcranial magnetic stimulation, Behavioral Health Treatment for pervasive developmental disorder or autism in an office setting, home, or other non-institutional facility setting, and office-based opioid treatment Partial Hospitalization Program Psychological Testing	\$35/visit \$0 20% 20% 20%	✓ ✓ ✓ ✓ ✓	40% Not covered 40% 40% of up to \$350/day plus 100% of additional charges 40%	✓ ✓ ✓ ✓ ✓
<b>Inpatient services</b> Physician inpatient services	\$0	✓	40%	✓



## Mental Health and Substance Use Disorder Benefits

## Your payment

Mental health and substance use disorder Benefits are provided through Blue Shield's Mental Health Service Administrator (MHSA).	When using a MHPA Participating Provider <sup>3</sup>	CYD <sup>2</sup> applies	When using a MHPA Non-Participating Provider <sup>4</sup>	CYD <sup>2</sup> applies
Hospital services	20%	✓	40% of up to \$600/day plus 100% of additional charges	✓
Residential Care	20%	✓	40% of up to \$600/day plus 100% of additional charges	✓

## Prior Authorization

The following are some frequently-utilized Benefits that require prior authorization:

- Radiological and nuclear imaging services
- Outpatient mental health services, except office visits
- Inpatient facility services
- Hospice program services

Please review the Evidence of Coverage for more about Benefits that require prior authorization.

## Notes

### 1 Evidence of Coverage (EOC):

The Evidence of Coverage (EOC) describes the Benefits, limitations, and exclusions that apply to coverage under this Plan. Please review the EOC for more details of coverage outlined in this Summary of Benefits. You can request a copy of the EOC at any time.

Capitalized terms are defined in the EOC. Refer to the EOC for an explanation of the terms used in this Summary of Benefits.

### 2 Calendar Year Deductible (CYD):

Calendar Year Deductible explained. A Deductible is the amount you pay each Calendar Year before Blue Shield pays for Covered Services under the Plan.

If this Plan has any Calendar Year Deductible(s), Covered Services subject to that Deductible are identified with a check mark (✓) in the Benefits chart above.

Covered Services not subject to the Calendar Year medical Deductible. Some Covered Services received from Participating Providers are paid by Blue Shield before you meet any Calendar Year medical Deductible. These Covered Services do not have a check mark (✓) next to them in the "CYD applies" column in the Benefits chart above.

This Plan has a separate Participating Provider Deductible and Non-Participating Provider Deductible.

Family coverage has an individual Deductible within the Family Deductible. This means that the Deductible will be met for an individual with Family coverage who meets the individual Deductible prior to the Family meeting the Family Deductible within a Calendar Year.

### 3 Using Participating Providers:

Participating Providers have a contract to provide health care services to Members. When you receive Covered Services from a Participating Provider, you are only responsible for the Copayment or Coinsurance, once any Calendar Year Deductible has been met.

Teladoc. Teladoc mental health and substance use disorder (behavioral health) consultations are provided through Teladoc. These services are not administered by Blue Shield's Mental Health Service Administrator (MHSA).

"Allowable Amount" is defined in the EOC. In addition:

- Coinsurance is calculated from the Allowable Amount or Benefit maximum, whichever is less.

### 4 Using Non-Participating Providers:

Non-Participating Providers do not have a contract to provide health care services to Members. When you receive Covered Services from a Non-Participating Provider, you are responsible for:

- the Copayment or Coinsurance (once any Calendar Year Deductible has been met), and
- any charges above the Allowable Amount, or
- any charges above the stated dollar amount, which is the Benefit maximum.

"Allowable Amount" is defined in the EOC. In addition:

- Coinsurance is calculated from the Allowable Amount or Benefit maximum, whichever is less.
- Charges above the Allowable Amount or Benefit maximum do not count towards the Out-of-Pocket Maximum, and are your responsibility for payment to the provider. This out-of-pocket expense can be significant.

### 5 Calendar Year Out-of-Pocket Maximum (OOPM):

Calendar Year Out-of-Pocket Maximum explained. The Out-of-Pocket Maximum is the most you are required to pay for Covered Services in a Calendar Year. Once you reach your Out-of-Pocket Maximum, Blue Shield will pay 100% of the Allowable Amount for Covered Services for the rest of the Calendar Year.

Your payment after you reach the Calendar Year OOPM. You will continue to pay all charges for services that are not covered, charges above the Allowable Amount, and charges for services above any Benefit maximum.

Any Deductibles count towards the OOPM. Any amounts you pay that count towards the medical Calendar Year Deductible also count towards the Calendar Year Out-of-Pocket Maximum.

This Plan has a Participating Provider OOPM as well as a combined Participating Provider and Non-Participating Provider OOPM. This means that any amounts you pay towards your Participating Provider OOPM also count towards your combined Participating and Non-Participating Provider OOPM.

Family coverage has an individual OOPM within the Family OOPM. This means that the OOPM will be met for an individual with Family coverage who meets the individual OOPM prior to the Family meeting the Family OOPM within a Calendar Year.

### 6 Separate Member Payments When Multiple Covered Services are Received:

Each time you receive multiple Covered Services, you might have separate payments (Copayment or Coinsurance) for each service. When this happens, you may be responsible for multiple Copayments or Coinsurance. For example, you may owe an office visit Copayment in addition to an allergy serum Copayment when you visit the doctor for an allergy shot.

### 7 Preventive Health Services:

## Notes

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If you only receive Preventive Health Services during a Physician office visit, there is no Copayment or Coinsurance for the visit. If you receive both Preventive Health Services and other Covered Services during the Physician office visit, you may have a Copayment or Coinsurance for the visit.

Plans may be modified to ensure compliance with State and Federal requirements.

## Introduction

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Welcome! We are happy to have you as a Member of our Blue Shield of California (Blue Shield) health plan.

At Blue Shield, our mission is to ensure all Californians have access to high-quality health care at an affordable price. To achieve this mission, we pledge to:

- Provide personal service to you that is worthy of our family and friends; and
- Build deep, trusting relationships with providers to improve the quality of health care and lower the cost.

A Blue Shield health plan will help you pay for medical care and provide you with access to a network of doctors, Hospitals, and other Health Care Providers. The types of services that are covered, the providers you can see, and your share of cost when you receive care may vary depending on your plan.

### **About this Evidence of Coverage**

The Combined Evidence of Coverage and Disclosure Form (Evidence of Coverage) describes the health care coverage that is provided under the Group Health Service Contract (Contract) between Blue Shield and your Employer. The Evidence of Coverage tells you:

- Your eligibility for coverage;
- When coverage begins and ends;
- How you can access care;
- Which services are covered under your plan;
- Which services are not covered under your plan;
- When and how you must get prior authorization for certain services; and
- Important financial concepts, such as Copayment, Coinsurance, Deductible, and Out-of-Pocket Maximum.

This Evidence of Coverage includes a [Summary of Benefits](#) section that lists your Cost Share for Covered Services. Use this summary to figure out what your cost will be when you receive care.

Please read this Evidence of Coverage carefully. Some topics in this document are complex. For additional explanation on these topics, you may be directed to a section at the back of the Evidence of Coverage called [Other important information about your plan](#). Pay particular attention to sections that apply to any special health care needs you may have. Be sure to keep this Evidence of Coverage in your files for future reference.

### **Tables and images**

In this Evidence of Coverage, you will see the following tables and images to highlight key information:



### This table provides easy access to information



Phone numbers and addresses

Answers to commonly-asked questions

Examples to help you better understand important concepts



This box tells you where to find additional information about a specific topic.



This box alerts you to information that may require you to take action.

### **“You” means the Member**

In this Evidence of Coverage, “you” or “your” means any Member enrolled in the plan, including the Subscriber and all Dependents. “Your Employer” means the Subscriber’s Employer.

### **Capitalized words have a special meaning**

Some words and phrases in this Evidence of Coverage may be new to you. Key terms with a special meaning within this Evidence of Coverage are capitalized in this document and explained in the [Definitions](#) section.

### **About this plan**

This is a Preferred Provider Organization (PPO) plan. In a PPO plan, you have the flexibility to choose the providers you see. You can receive care from Participating Providers or Non-Participating Providers. See the [How to access care](#) section for information about Participating and Non-Participating Providers.


### **How to contact Customer Service**

If you have questions at any time, we’re here to help. Blue Shield’s website and app are useful resources. Visit [blueshieldca.com](https://www.blueshieldca.com) or use the Blue Shield mobile app to:

- Download forms;
- View or print a temporary ID card;
- Access recent claims;
- Find a doctor or other Health Care Provider; and
- Explore health topics and wellness tools.



Blue Shield contact information appears at the bottom of every page.

**Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**

 <b>Contacting Customer Service</b> 	
<b><i>If you need information about</i></b>	<b><i>You should contact</i></b>
Medical Benefits, including prior authorization and claims submission	<p>Blue Shield Customer Service: 1-888-256-1915</p> <p>Blue Shield of California P.O. Box 272540 Chico, CA 95927-2540</p>
Acupuncture and chiropractic services	<p>American Specialty Health Plans of California, Inc. (ASH Plans): (800) 678-9133 (TTY: (877) 710-2746)</p> <p>American Specialty Health Plans of California, Inc. P.O. Box 509002 San Diego, CA 92150-9002</p>
Prior authorization of radiological services	<p>National Imaging Associates: (888) 642-2583</p>
Mental Health and Substance Use Disorder Services, including prior authorization	<p>Mental Health Customer Service: (877) 263-9952</p> <p>Blue Shield of California Mental Health Service Administrator P.O. Box 719002 San Diego, CA 92171-9002</p>

If you are hearing impaired, you may contact Customer Service through Blue Shield's toll-free TTY number: 711.

## Your bill of rights



 <b>As a Blue Shield Member, you have the right to:</b> 	
1	Receive considerate and courteous care with respect for your right to personal privacy and dignity.
2	Receive information about all health services available to you, including a clear explanation of how to obtain them.
3	Receive information about your rights and responsibilities.
4	Receive information about your Blue Shield plan, the services we offer you, and the Physicians and other Health Care Providers available to care for you.
5	Have reasonable access to appropriate medical and mental health services.
6	Participate actively with your Physician in decisions about your medical and mental health care. To the extent the law permits, you also have the right to refuse treatment.
7	A candid discussion of appropriate or Medically Necessary treatment options for your condition, regardless of cost or Benefit coverage.
8	An explanation of your medical or mental health condition, and any proposed, appropriate, or Medically Necessary treatment alternatives from your Physician, so you can make an informed decision before you receive treatment. This includes available success/outcomes information, regardless of cost or Benefit coverage.
9	Receive Preventive Health Services.
10	Know and understand your medical or mental health condition, treatment plan, expected outcome, and the effects these have on your daily living.
11	Have confidential health records, except when the law requires or permits disclosure. With adequate notice, you have the right to review your medical record with your Physician.
12	Communicate with, and receive information from, Customer Service in a language you can understand.
13	Know about any transfer to another Hospital, including information as to why the transfer is necessary and any alternatives available.

**As a Blue Shield Member, you have the right to:**

14	Be fully informed about the complaint and grievance process and understand how to use it without the fear of an interruption in your health care.
15	Voice complaints or grievances about your Blue Shield plan or the care provided to you.
16	Make recommendations on Blue Shield's Member rights and responsibilities policies.



## Your responsibilities

 <b>As a Blue Shield Member, you have the responsibility to:</b> 	
1	<p>Carefully read all Blue Shield plan materials immediately after you are enrolled so you understand how to:</p> <ul style="list-style-type: none"> <li>• Use your Benefits;</li> <li>• Minimize your out-of-pocket costs; and</li> <li>• Follow the provisions of your plan as explained in the Evidence of Coverage.</li> </ul>
2	Maintain your good health and prevent illness by making positive health choices and seeking appropriate care when you need it.
3	Provide, to the extent possible, information needed for you to receive appropriate care.
4	Understand your health problems and take an active role in developing treatment goals with your Physician, whenever possible.
5	Follow the treatment plans and instructions you and your Physician agree to and consider the potential consequences if you refuse to comply with treatment plans or recommendations.
6	Ask questions about your medical or mental health condition and make certain that you understand the explanations and instructions you are given.
7	Make and keep medical and mental health appointments and inform your Health Care Provider ahead of time when you must cancel.
8	Communicate openly with your Physician so you can develop a strong partnership based on trust and cooperation.
9	Offer suggestions to improve the Blue Shield plan.
10	Help Blue Shield maintain accurate and current records by providing timely information regarding changes in your address, family status, and other plan coverage.
11	Notify Blue Shield as soon as possible if you are billed inappropriately or if you have any complaints or grievances.
12	Treat all Blue Shield personnel respectfully and courteously.
13	Pay your Premiums, Copayments, Coinsurance, and charges for non-Covered Services in full and on time.



**As a Blue Shield Member, you have the responsibility to:**



- 
- |    |   |
|----|---|
| 14 | Follow the provisions of the Blue Shield Medical Management Programs. |
|----|---|
-

## How to access care

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

### **Health care professionals and facilities**

This plan covers care from Participating Providers and Non-Participating Providers. You do not need a referral. However, some services do require prior authorization. See the [Medical Management Programs](#) section for information about prior authorization.

#### **Participating Providers**

Participating Providers have a contract with Blue Shield and agree to accept Blue Shield's Allowable Amount as payment in full for Covered Services. As a result, your Cost Share is less when you receive Covered Services from a Participating Provider.

Some services will not be covered unless you receive them from a Participating Provider. See the [Summary of Benefits](#) section to find out which Covered Services must be received from a Participating Provider.

If a provider leaves this plan's network, the status of the provider will change from Participating to Non-Participating.



Visit [blueshieldca.com](https://www.blueshieldca.com) or use the Blue Shield mobile app and click on **Find a Doctor** for a list of your plan's **Participating Providers**.

#### **Non-Participating Providers**

Non-Participating Providers do not have a contract with Blue Shield to accept Blue Shield's Allowable Amount as payment in full for Covered Services. Except for Emergency Services and services received at a Participating Hospital under certain conditions, you will pay more for Covered Services from a Non-Participating Provider.

#### **Non-Participating Providers at a Participating Provider facility**

When you receive care at a Participating Provider facility, some Covered Services may be provided by a Non-Participating Provider. Your Cost Share will be the same as the amount due to a Participating Provider under similar circumstances.



### Common types of providers



Primary Care Physicians (PCPs)

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Common types of providers	
Other primary care providers, such as nurse practitioners and physician assistants	
Physician Specialists, such as dermatologists and cardiologists	
Physical, occupational, and speech therapists	
Mental health providers, such as psychiatrists, psychologists, and licensed clinical social workers	
Hospitals	
Freestanding labs and radiology centers	
Ambulatory Surgery Centers	

**Benefit Administrators**

Blue Shield contracts with Benefit Administrators to manage the Benefits listed in the table below through their own network of providers. Benefit Administrators authorize services, process claims, and address complaints and grievances for those Benefits on behalf of Blue Shield. If you receive a Covered Service from a Benefit Administrator, you should interact with the Benefit Administrator in the same way you would otherwise interact with Blue Shield.

Blue Shield’s Benefit Administrators	
<b>Benefit Administrator</b>	<b>Benefit</b>
Mental Health Service Administrator (MHSA)	Mental Health and Substance Use Disorder Services
ASH Plans	Acupuncture and chiropractic services

**ID cards**

Blue Shield will provide the Subscriber and any enrolled Dependents with identification cards (ID cards). Only you can use your ID card to receive Benefits. Your ID card is important for accessing health care, so please keep it with you at all times. Temporary ID cards are available at [blueshieldca.com](https://www.blueshieldca.com) or on the Blue Shield mobile app.

**Canceling appointments**

If you are unable to keep an appointment, you should notify the provider at least 24 hours before your scheduled appointment. Some offices charge a fee for missed

**Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**

appointments unless it is due to an emergency or you give 24-hour advance notice. This fee will not be more than your Copayment or Coinsurance for the visit.

## **Continuity of care**

Continuity of care with a Non-Participating Provider may be available if your provider leaves the Blue Shield or MHPA networks, or if you are a newly-covered Member whose previous health plan was withdrawn from the market.

You can request to continue treatment with your Non-Participating Provider in the situations described above if you are currently receiving the following care:

- Ongoing treatment for an acute or serious chronic condition;
- Pregnancy care, including care immediately after giving birth;
- Treatment for a maternal mental health condition;
- Treatment for a terminal illness;
- Other services authorized by a now-terminated provider as part of a documented course of treatment; or
- Care for a child up to 36 months old.

To request continuity of care, visit [blueshieldca.com](https://blueshieldca.com) and fill out the Continuity of Care Application. Blue Shield will confirm your eligibility and review your request for Medical Necessity.

The Non-Participating Provider must agree to accept Blue Shield's Allowable Amount as payment in full for your ongoing care. If the provider agrees and your request is authorized, you may continue to see the Non-Participating Provider at the Participating Provider Cost Share for:

- Up to 12 months;
- For a maternal mental health condition, 12 months after the condition's diagnosis or 12 months after the end of the pregnancy, whichever is later; or
- If you have a terminal illness, for the duration of the terminal illness.

See the [Your payment information](#) section for more information about the Allowable Amount.

## **Second medical opinion**

You can consult a Participating or Non-Participating Provider for a second medical opinion in situations including but not limited to:

- You have questions about the reasonableness or necessity of the treatment plan;
- There are different treatment options for your medical condition;
- Your diagnosis is unclear;
- Your condition has not improved after completing the prescribed course of treatment;
- You need additional information before deciding on a treatment plan; or
- You have questions about your diagnosis or treatment plan.

You do not need prior authorization from Blue Shield or your PCP for a second medical opinion.

## **Care outside of California**

If you need medical care while traveling outside of California, you're covered. Blue Shield has relationships with health plans in other states, Puerto Rico, and the U.S. Virgin Islands through the BlueCard® Program. The Blue Cross Blue Shield Association can help you access care from participating and non-participating providers in those geographic areas.



See the [Out-of-area services](#) section for more information about receiving care while outside of California. To find participating providers while outside of California, visit [bcbs.com](http://bcbs.com).

## **Emergency Services**



If you have a medical emergency, **call 911 or seek immediate medical attention** at the nearest hospital.

The Benefits of this plan will be provided anywhere in the world for treatment of an Emergency Medical Condition. Emergency Services are covered at the Participating Provider Cost Share, even if you receive treatment from a Non-Participating Provider.

After you receive care, Blue Shield will review your claim for Emergency Services to determine if your condition was in fact an Emergency Medical Condition. If you did not require Emergency Services and did not reasonably believe an emergency existed, you will be responsible for the Participating or Non-Participating Provider Cost Share for that non-emergency Covered Service.

For the lowest out-of-pocket expenses, you can go to a Participating Physician's office for emergency room follow-up services, such as suture removal and wound checks.

## **If you cannot find a Participating Provider**

Call Customer Service if you need help finding a Participating Provider who can provide the care you need close to home. If a Participating Provider is not available, you can ask to see a Non-Participating Provider at the Participating Provider Cost Share. If the services cannot reasonably be obtained from a Participating Provider, we will approve your request and you will only be responsible for the Participating Provider Cost Share.

## **Other ways to access care**

For non-emergencies, it may be faster and easier to access care in one of the following ways. For more information, visit [blueshieldca.com](http://blueshieldca.com) or use the Blue Shield mobile app.

### Retail-based health clinics

Retail-based health clinics are conveniently located within stores and pharmacies. They are staffed with nurse practitioners who can provide basic medical care on a walk-in basis.

The Cost Share for Covered Services at a Participating retail-based health clinic is the same as the Cost Share at your PCP's office.

### Teladoc

Teladoc provides primary care and behavioral health consultations by phone or online. Teladoc Physicians can diagnose and treat basic medical conditions, and can also prescribe certain medication. Teladoc behavioral health consultations are not available for Members under age 18. Members under age 18 may obtain telebehavioral health services for Mental Health and Substance Use Disorders from MHSA Participating Providers. Teladoc is a supplemental service that is not intended to replace care from your PCP or your MHSA Participating Provider.

How to access Teladoc	
By phone	Call 1-800-Teladoc 24 hours a day, 7 days a week
By secure online video	Visit <a href="https://teladoc.com/bsc">teladoc.com/bsc</a> 7 a.m. to 9 p.m. Pacific Time

### Telebehavioral health services

Online telebehavioral health services for Mental Health and Substance Use Disorder Conditions are available through MHSA Participating Providers and are a Covered Service regardless of your age. Telebehavioral health includes counseling services, psychotherapy, and medication management with a mental health provider. Visit [blueshieldca.com](https://blueshieldca.com) and click on Find a Doctor to access the MHSA network.

### Urgent care centers

Urgent care centers are free-standing facilities that provide many of the same basic medical services as a doctor's office, often with extended hours but similar Cost Share.

If your condition is not an emergency, but you need treatment that cannot be delayed, you can visit an urgent care center to receive care that is typically faster and costs less than an emergency room visit.

### Ambulatory Surgery Centers

Many of the more common, uncomplicated, outpatient surgical procedures can be performed at an Ambulatory Surgery Center. Your cost at an Ambulatory Surgery

Center may be less than it would be for the same outpatient surgery performed at a Hospital.

## **Timely access to care**

Participating Providers agree to provide timely access to care. This means that when you call for an appointment, you will see your provider within a reasonable timeframe. Blue Shield's access standards are listed below.

<b>When your appointment will occur</b>	
<b><i>Urgent appointments</i></b>	<b><i>Appointment will occur</i></b>
Services that do not require prior authorization	Within 48 hours
Services that do require prior authorization	Within 96 hours
<b><i>Non-urgent appointments</i></b>	<b><i>Appointment will occur</i></b>
Primary Care Physician office visit	Within 10 business days
Specialist office visit	Within 15 business days
Mental health provider (who is not a Physician) office visit	Within 10 business days
Other services to diagnose or treat a health condition	Within 15 business days
<b><i>Phone inquiries</i></b>	<b><i>Appointment will occur</i></b>
Access to a health care professional for phone screenings	24 hours a day, seven days a week



Contact **Customer Service** to schedule **interpreter services** for your appointment. For more information about interpreter services, see the [Language access services](#) notice.

## **Health advice and education**

Blue Shield provides several ways for you to get health advice and access to health education and wellness services. These resources are available to you at no extra cost.



### **NurseHelp 24/7<sup>SM</sup>**

You can contact a registered nurse 24 hours a day, seven days a week through the NurseHelp 24/7<sup>SM</sup> program. Nurses are available to help you select appropriate care and answer questions about:

- Symptoms you are experiencing;
- Minor illnesses and injuries;
- Medical tests and medications;
- Chronic conditions; and
- Preventive care.

Call (877) 304-0504 or log in to your account at [blueshieldca.com](https://www.blueshieldca.com) and use the chat feature to connect with a nurse. This service is free and confidential.

NurseHelp 24/7<sup>SM</sup> is not meant to replace the advice and care you receive from your Physician or other health care professional.

### **LifeReferrals 24/7<sup>SM</sup>**

The LifeReferrals 24/7<sup>SM</sup> program offers you access to support services 24 hours a day, seven days a week, including assessments and referrals for consultations for health and psychosocial issues. Professional counselors can provide confidential telephone or in-person support by approved appointment. You are limited to three consultations with a professional counselor every six months.

This bundle of services also includes referrals, resources, and support for additional topics such as:

- Legal services;
- Financial counseling;
- Mediation;
- Child and family care;
- Adult and elder care;
- Chronic conditions and illnesses;
- Income tax preparation; and
- Identity theft assistance.

Call (800) 985-2405 to obtain services or access online tools and resources by visiting [lifereferrals.com](https://www.lifereferrals.com) and using the code: "BSC". These services are free and confidential.

### **Health and wellness resources**

Your Blue Shield coverage gives you access to a variety of health education and wellness services, such as:

- Prenatal and other health education programs;
- Healthy lifestyle programs to help you get more active, quit smoking, lower stress, and much more; and
- A health update newsletter.

Visit [blueshieldca.com](https://www.blueshieldca.com) to explore these resources.

## Medical Management Programs

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The Medical Management Programs are services that can help you coordinate your care and treatment. They include utilization management and care management. Blue Shield uses utilization management to help you and your providers identify the most appropriate and cost-effective way to use the Benefits of this plan. Care management and palliative care can help you access the care you need to manage serious health conditions and complex treatment plans.



For written information about **Blue Shield's Utilization Management Program**, visit [blueshieldca.com](https://www.blueshieldca.com).

### **Prior authorization**

Coverage for some Benefits requires pre-approval from Blue Shield. This process is called prior authorization. Prior authorization requests are reviewed for Medical Necessity, available plan Benefits, and clinically appropriate setting. The prior authorization process also identifies Benefits that are only covered from Participating Providers or in a specific clinical setting.

If you see a Participating Provider, your provider must obtain prior authorization when required. When prior authorization is required but not obtained, Blue Shield may deny payment to your provider. You are not responsible for Blue Shield's portion of the Allowable Amount if this occurs, only your Cost Share.



If you see a Non-Participating Provider, you or your provider must obtain prior authorization when required. When prior authorization is required but not obtained, and the services provided are determined not to be a Benefit of the plan or Medically Necessary, Blue Shield may deny payment and you will be responsible for all billed charges.



You do not need prior authorization for Emergency Services or emergency Hospital admissions at Participating or Non-Participating facilities. For non-emergency inpatient services, your provider should request prior authorization at least five business days before admission.

Visit [blueshieldca.com](https://www.blueshieldca.com) and click on Prior Authorization List for more details about medical and surgical services and select prescription Drugs that require prior authorization.

### **Prescription Drugs administered by a Health Care Provider**

Drugs administered by a Health Care Provider in a Physician's office, an infusion center, the Outpatient Department of a Hospital, or provided at home through a home infusion agency, are covered under the medical benefit and require prior authorization.

 <b>Frequently-utilized services that require prior authorization</b> 	
<b>Benefit</b>	<b>Services that require prior authorization</b>
Medical and prescription Drug	<ul style="list-style-type: none"> <li>• Surgery</li> <li>• Prescription Drugs administered by a Health Care Provider</li> <li>• Non-emergency inpatient facility services, such as Hospitals and Skilled Nursing Facilities</li> <li>• Non-emergency ambulance services</li> <li>• Routine patient care received while enrolled in a clinical trial</li> <li>• Hospice program enrollment</li> </ul>
Radiological and nuclear imaging	<ul style="list-style-type: none"> <li>• CT (Computerized Tomography) scan</li> <li>• MRI (Magnetic Resonance Imaging)</li> <li>• MRA (Magnetic Resonance Angiography)</li> <li>• PET (Positron Emission Tomography) scan</li> <li>• Diagnostic cardiac procedure utilizing nuclear medicine</li> </ul>
Mental health and substance use disorder	<ul style="list-style-type: none"> <li>• Non-emergency mental health or substance use disorder Hospital admissions, including acute and residential care</li> <li>• Behavioral Health Treatment</li> <li>• Electroconvulsive therapy</li> <li>• Psychological testing</li> <li>• Partial Hospitalization Program</li> <li>• Intensive Outpatient Program</li> <li>• Office-based opioid treatment</li> <li>• Transcranial magnetic stimulation</li> </ul>

 <b>When a decision will be made about your prior authorization request</b> 	
<b>Prior authorization or exception request</b>	<b>Time for decision</b>
Routine medical and mental health and substance use disorder requests	Within five business days
Expedited medical and mental health and substance use disorder requests	Within 72 hours

Expedited requests include urgent medical requests. Once the decision is made, your provider will be notified within 24 hours. Written notice will be sent to you and your provider within two business days.

### **While you are in the Hospital (inpatient utilization review)**

When you are admitted to the Hospital, your stay will be monitored for continued Medical Necessity. If it is no longer Medically Necessary for you to receive an inpatient level of care, Blue Shield will send a written notice to you, your provider, and the Hospital. If you choose to stay in the Hospital past the date indicated in this notice, you will be financially responsible for all inpatient charges after that date. Exceptions to inpatient utilization review include maternity and mastectomy care.

For maternity, the minimum length of an inpatient stay is 48 hours for a normal, vaginal delivery and 96 hours for a C-section. The provider and mother together may decide that a shorter length of stay is adequate.

For mastectomy, you and your provider determine the Medically Necessary length of stay after the surgery.

### **After you leave the Hospital (discharge planning)**

You may still need care at home or in another facility after you are discharged from the Hospital. Blue Shield will work with you, your provider, and the Hospital's discharge planners to determine the most appropriate and cost-effective way to provide this care.

### **Using your Benefits effectively (care management)**

Care management helps you coordinate your health care services and make the most efficient use of your plan Benefits. Its goal is to help you stay as healthy as possible while managing your health condition, to avoid unnecessary emergency room visits and repeated hospitalizations, and to help you with the transition from Hospital to home. A Blue Shield care management nurse may contact you to see how we might help you manage your health condition. You may also request care management support by calling Customer Service. A case manager can:

- Help you identify and access appropriate services;
- Instruct you about self-management of your health care conditions; and
- Identify community resources to lend support as you learn to manage a chronic health condition.

Alternative services may be offered when they are medically appropriate and only utilized when you, your provider, and Blue Shield mutually agree. The availability of these services is specific to you for a set period of time based on your health condition. Blue Shield does not give up the right to administer your Benefits according to the terms of this Evidence of Coverage or to discontinue any alternative services when they are no longer medically appropriate. Blue Shield is not obligated to cover the same or similar alternative services for any other Member in any other instance.

**Managing a serious illness (palliative care services)**

Blue Shield covers palliative care services if you have a serious illness. Palliative care provides relief from the symptoms, pain, and stress of a serious illness to help improve the quality of life for you and your family.

Palliative care services include access to Physicians and case managers who are specially trained to help you:

- Manage your pain and other symptoms;
- Maximize your comfort, safety, autonomy, and well-being;
- Navigate a course of care;
- Make informed decisions about therapy;
- Develop a survivorship plan; and
- Document your quality-of-life choices.

## Your payment information

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### **Paying for coverage**

Your Employer is responsible for a monthly payment to Blue Shield for health care coverage for the Subscriber and any enrolled Dependents. This monthly payment is a Premium. Any amount the Subscriber must contribute to the Premium is set by your Employer.

The contract states the monthly Premiums for this plan for the Subscriber and any enrolled Dependents.

### **Paying for Covered Services**

Your Cost Share is the amount you pay for Covered Services. It is your portion of the Blue Shield Allowable Amount.

Your Cost Share includes any:

- Deductible;
- Copayment amount; and
- Coinsurance amount.



See the [Summary of Benefits](#) section for your **Cost Share** for Covered Services.

### **Allowable Amount**

The Allowable Amount is the maximum amount Blue Shield will pay for Covered Services, or the provider's billed charge for those Covered Services, whichever is less. Blue Shield's payment to the provider is the difference between the Allowable Amount and your Cost Share.

Participating Providers agree to accept the Allowable Amount as payment in full for Covered Services, except as stated in the [Exception for other coverage](#) and [Reductions – third party liability](#) sections. When you see a Participating Provider, you are responsible for:

- Your Cost Share; and
- Charges for services above any maximum Benefit allowance.

Generally, Blue Shield will pay its portion of the Allowable Amount and you will pay your Cost Share. If there is a payment dispute between Blue Shield and a Participating Provider over Covered Services you receive, the Participating Provider must resolve that dispute with Blue Shield. You are not required to pay for Blue Shield's portion of the Allowable Amount. You are only required to pay your Cost Share for those services.

Non-Participating Providers do not agree to accept the Allowable Amount as payment in full for Covered Services. When you see a Non-Participating Provider, you are responsible for:

**Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**

- Your Cost Share;
- All charges over the Allowable Amount; and
- Charges for services above any maximum Benefit allowance.

### **Calendar Year Deductible**

The Deductible is the amount you pay each Calendar Year for Covered Services before Blue Shield begins payment. Blue Shield will pay for some Covered Services before you meet your Deductible.

Amounts you pay toward your Deductible count toward your Out-of-Pocket Maximum.

Some plans do not have a Deductible. For plans that do, there may be separate Deductibles for:

- An individual Member and an entire Family; and
- Participating Providers and Non-Participating Providers.

If you have a Family plan, there is an individual Deductible within the Family Deductible. This means an individual family member can meet the individual Deductible before the entire Family meets the Family Deductible.

If you have an individual plan and you enroll a Dependent, your plan will become a Family plan. Any amount you have paid toward the Deductible for your individual plan will be applied to both the individual Deductible and the Family Deductible for your new plan.

See the [Summary of Benefits](#) section for details on which Covered Services are subject to the Deductible and how the Deductible works for your plan.

### **Prior carrier Deductible credit**

If you pay all or part of a Deductible for another Employer-sponsored health plan in the same Calendar Year you enroll in this plan, that amount will be applied to this plan's Deductible if:

- You were enrolled in an Employer-sponsored health plan with another carrier during the same Calendar Year this contract becomes effective and you enroll as of the original effective date of coverage under this contract;
- You were enrolled in another Blue Shield plan sponsored by the same Employer which this plan is replacing; or
- You were enrolled in another Blue Shield plan sponsored by the same Employer and you are transferring to this plan during open enrollment.

### **Copayment and Coinsurance**

A Covered Service may have a Copayment or a Coinsurance. A Copayment is a specific dollar amount you pay for a Covered Service. A Coinsurance is a percentage of the Allowable Amount you pay for a Covered Service.

Your provider will ask you to pay your Copayment or Coinsurance at the time of service. For Covered Services that are subject to your plan's Deductible, you are also responsible for all costs up to the Allowable Amount until you reach your Deductible.

You will continue to pay the Copayment or Coinsurance for each Covered Service you receive until you reach your Out-of-Pocket Maximum.

### **Calendar Year Out-of-Pocket Maximum**

The Out-of-Pocket Maximum is the most you are required to pay in Cost Share for Covered Services in a Calendar Year. Your Cost Share includes Deductible, Copayment, and Coinsurance and these amounts count toward your Out-of-Pocket Maximum, except as listed below. Once you reach your Out-of-Pocket Maximum, Blue Shield will pay 100% of the Allowable Amount for Covered Services for the rest of the Calendar Year. If you want information about your Out-of-Pocket Maximum, you can call Customer Service.

Some plans may have a separate Out-of-Pocket Maximum for:

- An individual Member and an entire Family;
- Participating Providers and Non-Participating Providers; and
- Participating Providers and combined Participating and Non-Participating Providers.

If you have a Family plan, there is an individual Out-of-Pocket Maximum within the Family Out-of-Pocket Maximum. This means an individual family member can meet the individual Out-of-Pocket Maximum before the entire Family meets the Family Out-of-Pocket Maximum.

If you have an individual plan and you enroll a Dependent, your plan will become a Family plan. Any amount you have paid toward the Out-of-Pocket Maximum for your individual plan will be applied to both the individual Out-of-Pocket Maximum and the Family Out-of-Pocket Maximum for your new plan.

The following do not count toward your Out-of-Pocket Maximum:

- Charges for services that are not covered;
- Charges over the Allowable Amount; and
- Charges for services over any Benefit maximum.

You will continue to be responsible for these costs even after you reach your Out-of-Pocket Maximum.

See the [Summary of Benefits](#) section for details on how the Out-of-Pocket Maximum works for your plan.



**Cost Share concepts in action****EXAMPLE**  
**Cost to visit the doctor**

Now that you know the basics, here is an example of how your Cost Share works. Please note, the DOLLAR AMOUNTS IN THE EXAMPLE ARE EXAMPLES ONLY AND DO NOT REFLECT ACTUAL DOLLAR AMOUNTS FOR YOUR PLAN.

**Example:** You visit the doctor for a sore throat. You have received Covered Services throughout the year and have already met your \$500 Deductible. However, you have not yet met your \$1,000 Out-of-Pocket Maximum.

*Deductible: **\$500***

*Amount paid to date toward Deductible: **\$500***

*Out-of-Pocket Maximum: **\$1,000***

*Amount paid to date toward Out-of-Pocket Maximum: **\$500***

*Participating Provider Copayment: **\$30***

*Non-Participating Provider Copayment: **\$40***

*Blue Shield Allowable Amount for the doctor's visit: **\$100***

*Non-Participating Provider billed charge for the doctor's visit: **\$140***

	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
<b>You pay</b>	<b>\$30</b> (30 Copayment)	<b>\$80</b> (40 Copayment plus \$40 for charges over Allowable Amount)
Blue Shield pays	\$70 (Allowable Amount minus your Cost Share)	\$60 (Allowable Amount minus your Cost Share)
Total payment to the doctor	\$100 (Allowable Amount)	\$140 (Billed charge)

In this example, because you have already met your Deductible, you are responsible for:

- Participating Provider: the Copayment; or
- Non-Participating Provider: the Copayment plus all charges over the Allowable Amount.

## Claims

When you receive health care services, a claim must be submitted to request payment for Covered Services. A claim must be submitted even if you have not yet met your Deductible. Blue Shield uses claims information to track dollar amounts that count toward your Deductible.

When you see a Participating Provider, your provider submits the claim to Blue Shield. When you see a Non-Participating Provider, you must submit the claim to Blue Shield or the Benefit Administrator. Claim forms are available at [blueshieldca.com](https://blueshieldca.com) or by contacting the Benefit Administrator.

How to submit a claim			
Type of claim	What to submit	Where to submit it	Due date
Medical services	<ul style="list-style-type: none"> <li>Blue Shield claim form; and</li> <li>The itemized bill from your provider</li> </ul>	Blue Shield of California P.O. Box 272540 Chico, CA 95927	Within one year of the service date
Mental Health and Substance Use Disorder Services	<ul style="list-style-type: none"> <li>Blue Shield claim form; and</li> <li>The itemized bill from your provider</li> </ul>	Blue Shield of California P.O. Box 272540 Chico, CA 95927	Within one year of the service date

### Claim processing and payments

Blue Shield or the Benefit Administrator will process your claim within 30 business days of receipt if it is not missing any required information. If your claim is missing any required information, you or your provider will be notified and asked to submit the missing information. Blue Shield cannot process your claim until we receive the missing information.

Once your claim is processed, you will receive an explanation of your Benefits. For each service, the explanation will list your Cost Share and the payment made by Blue Shield or the Benefit Administrator to the provider.

When you receive Covered Services from a Non-Participating Provider, Blue Shield or the Benefit Administrator may send the payment to the Subscriber, or directly to the Non-Participating Provider.



**The Subscriber** must make sure **the Non-Participating Provider** receives the **full billed amount** for non-emergency services, whether or not Blue Shield makes payment to the Non-Participating Provider.

## Your coverage

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This section explains eligibility and enrollment for this plan. It also describes the terms of your coverage, including information about effective dates and the different ways your coverage can end.

### **Eligibility for this plan**

To be eligible for coverage as a Subscriber, you must meet all of your Employer's eligibility requirements and complete any waiting period established by your Employer.

#### **Dependent eligibility**

To be eligible for coverage as a Dependent, you must:

- Be listed on the enrollment form completed by the Subscriber; and
- Be the Subscriber's spouse, Domestic Partner, or be under age 26 and the child of the Subscriber, spouse, or Domestic Partner.
  - For the Subscriber's spouse to be eligible for this plan, the Subscriber and spouse must not be legally separated.
  - For the Subscriber's Domestic Partner to be eligible for this plan, the Subscriber and Domestic Partner must:
    - Both be 18 years of age or older;
    - Share an intimate and committed relationship of mutual caring and a common residence;
    - Not be married or so closely related by blood that legal marriage or registered domestic partnership is prohibited; and
    - Both be mentally competent to consent to a contract when their domestic partnership began.
  - "Child" includes a stepchild, newborn, child placed for adoption, child placed in foster care, and child for whom the Subscriber, spouse, or Domestic Partner is the legal guardian. It does not include a grandchild unless the Subscriber, spouse, or Domestic Partner has adopted or is the legal guardian of the grandchild.
  - A child age 26 or older can remain enrolled as a Dependent if the child is disabled, incapable of self-support because of a mental or physical disability, and chiefly dependent on the Subscriber for economic support.
    - The Dependent child's disability must have begun before the period he or she would become ineligible for coverage due to age.
    - Blue Shield will send a notice of termination due to loss of eligibility 90 days before the date coverage will end.
    - The Subscriber must submit proof of continued eligibility for the Dependent at Blue Shield's request. Blue Shield may not request this information again for two years after the initial determination. Blue Shield may request this information no more than once a year after that. The Subscriber's failure to provide this information could result in termination of a Dependent's coverage.

## **Enrollment and effective dates of coverage**

As the Subscriber, you can enroll in coverage for yourself and your Dependents during your initial enrollment period, your Employer's annual open enrollment period, or if you qualify for a special enrollment period.

You are eligible for coverage as a Subscriber on the day following the date you complete any applicable waiting period established by your Employer. Coverage starts at 12:01 a.m. Pacific Time on the effective date of coverage. The Benefits of this plan are not available before the effective date of coverage. This Contract has a 12-month term that begins on your Employer's effective date of coverage.

### **Open enrollment period**

The open enrollment period is the time when most people apply for coverage or change coverage. You will have an annual open enrollment period set by your Employer. Your Employer will notify its Employees of the open enrollment period each year.

### **Special enrollment period**

A special enrollment period is a time outside open enrollment when you can apply for coverage or change coverage. A special enrollment period begins with a Qualifying Event.

A special enrollment period gives you at least 30 days from a Qualifying Event to apply for or change coverage for yourself or your Dependents. See the [Special enrollment period](#) section for more information. You should notify your Employer as soon as possible if you experience a Qualifying Event that requires a change in your coverage.



### **Common Qualifying Events**



Change in Dependents

Loss of coverage under another employer health plan or other health insurance

Loss of eligibility in a government program



For a complete list of Qualifying Events, see [Special enrollment period](#) on page 71 in the [Other important information about your plan](#) section.

### **Effective date of coverage for most special enrollment periods**

If enrolled during initial enrollment or open enrollment, a Dependent will have the same effective date of coverage as the Subscriber. However, a Dependent may have a different effective date of coverage if added during a special enrollment period. Generally, if the Employee or Dependents qualify for a special

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enrollment period, coverage will begin no later than the 1<sup>st</sup> of the month following the date Blue Shield receives the request for special enrollment from your Employer.

### **Effective date of coverage for a new Dependent child**

Coverage starts immediately for a:

- Newborn;
- Adopted child;
- Child placed for adoption;
- Child placed in foster care; or
- Child for whom the Subscriber, spouse, or Domestic Partner is the court-appointed legal guardian.



For coverage to continue beyond 31 days for a newborn, adopted child, or child placed for adoption, the Subscriber must **notify the Employer within 31 days** of birth, adoption, or placement for adoption and request that the child be added as a Dependent.

A child will be considered adopted for the purpose of Dependent eligibility when one of the following happens:

- The child is legally adopted;
- The child is placed for adoption and there is evidence of the Subscriber, spouse, or Domestic Partner's right to control the child's health care; or
- The Subscriber, spouse, or Domestic Partner is granted legal authority to control the child's health care.

The child's eligibility as a Dependent will continue while waiting for a legal decree of adoption unless the child is removed from the Subscriber, spouse, or Domestic Partner's home before the decree is issued.

### **Plan changes**

Blue Shield has the right to change the Benefits and terms of this plan as the law permits. This includes, but is not limited to, changes to:

- Terms and conditions;
- Benefits;
- Cost Shares;
- Premiums; and
- Limitations and exclusions.

Blue Shield will give your Employer written notice of Premium or coverage changes. We will send this notice at least 60 days prior to plan renewal or the effective date of the Benefit change. Your Employer is responsible for letting you know of any changes. Benefits provided after the effective date of any change will be subject to the change. There is no vested right to obtain the original Benefits.

## **Coordination of benefits**

When you are covered by more than one group health plan, payments for allowable expenses will be coordinated between the two plans. Coordination of benefits determines which plan will pay first when both plans have responsibility for paying the medical claim. For more information, see the [Coordination of benefits, continued](#) section.

## **When coverage ends**

Your coverage will end if:

- Your Employer cancels or does not renew coverage;
- The Subscriber cancels coverage; or
- Blue Shield cancels or rescinds coverage.

There is no right to receive the Benefits of this plan after coverage ends, except as described in the [Continuation of group coverage](#) section.

### **If your Employer cancels coverage**

Your Employer may cancel coverage at any time. To cancel coverage, your Employer must provide written notice to Blue Shield and its Employees.

### **If the Subscriber cancels coverage**

If the Subscriber decides to cancel coverage, coverage will end at 11:59 p.m. Pacific Time on a date determined by your Employer.

### **Reinstatement**

If the Subscriber voluntarily cancels coverage, the Subscriber can contact the Employer for reinstatement options.

### **If Blue Shield cancels coverage**

Blue Shield can cancel coverage if:

- You are no longer eligible for coverage in this plan;
- Your Employer fails to meet Blue Shield's Employer eligibility, participation, and contribution requirements;
- Blue Shield terminates this plan; or
- You or your Employer commit fraud or intentional misrepresentation of material fact.

Blue Shield will provide 30 days' advance written notice of cancellation of coverage to your Employer if your Employer fails to meet Blue Shield's Employer eligibility, participation, and contribution requirements. It is your Employer's responsibility to provide a copy of the notice to its Employees.

### **Cancellation for Employer's nonpayment of Premiums**

Blue Shield can cancel coverage if your Employer does not pay the required Premiums in full and on time. Your Employer is responsible for all Premiums during the term of coverage, including the 30-day grace period. If Blue Shield cancels coverage due to nonpayment of Premiums, Blue Shield will send a Notice of End of Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.

Coverage to you and your Employer no later than five calendar days after the date coverage ends.

### **Cancellation or rescission for fraud or intentional misrepresentation of material fact**

Blue Shield may cancel or rescind your coverage if you, your Dependent, or your Employer commit fraud or intentional misrepresentation of material fact. Blue Shield will send the Notice of Cancellation, Rescission or Nonrenewal to your Employer prior to any rescission. Your Employer must provide you with a copy of the Notice of Cancellation, Rescission or Nonrenewal. Rescission voids the Contract as if it never existed. Cancellation is effective on the date specified in the Notice of Cancellation, Rescission or Nonrenewal and the Notice of End of Coverage.

### **Extension of Benefits**

If you become Totally Disabled while covered under this plan and continue to be Totally Disabled on the date the Contract terminates, Blue Shield will extend Benefits directly related to the condition, illness, or injury causing your Total Disability until one of the following occurs:

- 12 months from the effective date of termination;
- The date you are no longer Totally Disabled; or
- The date on which a replacement carrier provides coverage for your Total Disability.

Your extension of Benefits will be subject to all the limitation and restrictions of this plan.

You will not receive an extension of Benefits unless a Physician provides Blue Shield with written certification of your Total Disability within 90 days of the effective date of termination. After that, the Physician must continue to provide written certification of your Total Disability at reasonable intervals Blue Shield determines.

### **Continuation of group coverage**

Please examine your options carefully before declining this coverage.

You can continue coverage under this group plan when your Employer is subject to either Title X of the Consolidated Omnibus Budget Reconciliation Act (COBRA), as amended, or the California Continuation Benefits Replacement Act (Cal-COBRA).

Your benefits under the group continuation of coverage provisions will be identical to the Benefits you would have received as an active Employee if the qualifying event had not occurred. Any changes in the coverage available to active Employees will also apply to group continuation coverage.

#### **COBRA**

You may elect to continue group coverage under this plan if you would otherwise lose coverage because of a COBRA qualifying event. Please contact your Employer for detailed information about COBRA continuation coverage, including eligibility, election of coverage, and Premiums.

## Cal-COBRA

If you enroll in COBRA and exhaust the time limit for COBRA group continuation coverage, you may be able to continue your group coverage under Cal-COBRA for a combined total (COBRA plus Cal-COBRA) of 36 months.

You will not be eligible for benefits under Cal-COBRA if, at the time of the Cal-COBRA qualifying event, you are entitled to benefits under Medicare or are covered under another group health plan. Medicare entitlement means that you are eligible for Medicare benefits and enrolled in Part A only.

### Cal-COBRA qualifying event

A Cal-COBRA qualifying event is an event that, except for the election of continuation coverage, would result in a loss of coverage for the Subscriber or eligible Dependents:

- The death of the Subscriber;
- Termination of the Subscriber's employment (except termination for gross misconduct which is not a qualifying event);
- Reduction in hours of the Subscriber's employment;
- Divorce or legal separation of the Subscriber from the covered spouse;
- Termination of the Subscriber's domestic partnership with a covered Domestic Partner;
- Loss of Dependent status by a covered Dependent;
- The Subscriber's entitlement to Medicare (This only applies to a covered Dependent); and
- With respect to any of the above, such other qualifying event as may be added to Cal-COBRA.

A child born to or placed for adoption with a covered Subscriber or Domestic Partner during the Cal-COBRA group coverage continuation period may be immediately added as a Dependent provided the Employer is properly notified of the birth or placement for adoption, and the child is enrolled within 31 days of the birth or placement for adoption.

### Notification of a qualifying event

You are responsible for notifying Blue Shield in writing of the Subscriber's death or Medicare entitlement, of divorce, legal separation, termination of a domestic partnership, or a Dependent's loss of Dependent status under this plan. This notice must be given within 60 days of the date of the qualifying event. Failure to provide such notice within 60 days will disqualify you from receiving continuation coverage under Cal-COBRA.

Your Employer is responsible for notifying Blue Shield in writing of the Subscriber's termination or reduction of hours of employment within 30 days of the qualifying event.

When Blue Shield is notified that a qualifying event has occurred, Blue Shield will, within 14 days, provide you with written notice of your right to continue group coverage under this plan. You must then give Blue Shield notice in writing of your election of continuation coverage within 60 days of the date of the notice of your right to continue group coverage, or the date coverage terminates due to



the qualifying event, whichever is later. The written election notice must be delivered to Blue Shield by first-class mail or other reliable means.

If you do not notify Blue Shield within 60 days, your coverage will terminate on the date you would have lost coverage because of the qualifying event.

If this plan replaces a previous group plan that was in effect with your Employer, and you had elected Cal-COBRA continuation coverage under the previous plan, you may continue coverage under this plan for the balance of your Cal-COBRA eligibility period. To begin Cal-COBRA coverage with Blue Shield, you must notify us within 30 days of the date you were notified of the termination of your previous group plan.

### **Duration and extension of group continuation coverage**

COBRA enrollees who reach the maximum coverage period available under COBRA may elect to continue coverage under Cal-COBRA for a combined maximum period of 36 months from the date continuation of coverage began under COBRA. You must notify Blue Shield of your Cal-COBRA election at least 30 days before COBRA termination. Your Cal-COBRA coverage will begin immediately after the COBRA coverage ends.

You must exhaust all available COBRA coverage before you can become eligible to continue coverage under Cal-COBRA.

Cal-COBRA enrollees will be eligible to continue Cal-COBRA coverage under this plan for up to a maximum of 36 months, regardless of the type of qualifying event.

In no event will continuation of group coverage under COBRA, Cal-COBRA, or a combination of COBRA and Cal-COBRA be extended for more than 36 months from the date of the qualifying event that originally entitled you to continue your group coverage under this plan.

### **Payment of Premiums**

Premiums for continuing coverage will be 110 percent of the applicable group Premium rate, except if you are eligible to continue Cal-COBRA coverage beyond 18 months because of a Social Security disability determination. In that case, the Premiums for months 19 through 36 will be 150 percent of the applicable group Premium rate.

Cal-COBRA enrollees must submit Premiums directly to Blue Shield. The initial Premiums must be paid within 45 days of the date you provided written notification to Blue Shield of your election to continue coverage and must be sent to Blue Shield by first-class mail or other reliable means. You must pay the entire amount due within the 45-day period or you will be disqualified from Cal-COBRA continuation coverage.

### **Effective date of the continuation of group coverage**

If your initial group continuation coverage is Cal-COBRA rather than COBRA, your Cal-COBRA coverage will begin on the date your coverage under this plan would otherwise end due to a qualifying event. Your coverage will continue for

up to 36 months unless terminated due to an event described in the *Termination of group continuation coverage* section.

### **Termination of group continuation coverage**

The continuation of group coverage will cease if any one of the following events occurs prior to the expiration of the applicable period of continuation of group coverage:

- Termination of the Contract (if your Employer continues to provide any group benefit plan for Employees, you may be able to continue coverage with another plan);
- Failure to pay Premiums in full and on time to Blue Shield. Coverage will end as of the end of the period for which Premiums were paid;
- You become covered under another group health plan;
- You become entitled to Medicare; or
- You commit fraud or deception in the use of the services of this Plan.

### **Continuation of group coverage while on leave**

Employers are responsible to ensure compliance with state and federal laws regarding leaves of absence, including the California Family Rights Act, the Family and Medical Leave Act, the Uniformed Services Employment and Re-employment Rights Act, and Labor Code requirements for Medical Disability.

#### **Family leave**

The California Family Rights Act of 1991 and the federal Family & Medical Leave Act of 1993 allow you to continue your coverage under this plan while you are on family leave. Your Employer is solely responsible for notifying their Employee of the availability and duration of family leaves.

#### **Military leave**

The Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) allows you to continue your coverage under this plan while you are on military leave. If you are planning to enter the Armed Forces, you should contact your Employer for information about your rights under the (USERRA).

## Your Benefits

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This section describes the Benefits your plan covers. They are listed in alphabetical order so they are easy to find.

Blue Shield provides coverage for Medically Necessary services and supplies only. Experimental or Investigational services and supplies are not covered.

All Benefits are subject to:

- Your Cost Share;
- Any Benefit maximums;
- The provisions of the Medical Management Programs; and
- The terms, conditions, limitations, and exclusions of this Evidence of Coverage.

You can receive many outpatient Benefits in a variety of settings, including your home, a Physician's office, an urgent care center, an Ambulatory Surgery Center, or a Hospital. Blue Shield's Medical Management Programs work with your provider to ensure that your care is provided safely and effectively in a setting that is appropriate to your needs. Your Cost Share for outpatient Benefits may vary depending on where you receive them.

See the [Exclusions and limitations](#) section for more information about Benefit exclusions and limitations.



See the [Summary of Benefits](#) section for your **Cost Share** for Covered Services.

### **Acupuncture services**

For all acupuncture services, Blue Shield has contracted with American Specialty Health Plans of California, Inc. (ASH Plans) to act as the Plan's acupuncture services administrator.

Benefits are available for acupuncture evaluation and treatment. Acupuncture services must be provided by a Physician, licensed acupuncturist, or other appropriately licensed or certified Health Care Provider.

Contact ASH Plans with questions about acupuncture services, ASH Participating Providers, or acupuncture Benefits.

### **Allergy testing and immunotherapy Benefits**

Benefits are available for allergy testing and immunotherapy services.

Benefits include:

- Allergy testing on and under the skin such as prick/puncture, patch and scratch tests;
- Preparation and provision of allergy serum; and

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- Allergy serum injections.

This Benefit does not include:

- Blood testing for allergies.

### **Ambulance services**

Benefits are available for ambulance services provided by a licensed ambulance or psychiatric transport van.

Benefits include:

- Emergency ambulance transportation (surface and air) when used to transport you from the place of illness or injury to the closest medical facility that can provide appropriate medical care; and
- Non-emergency, prior-authorized ambulance transportation (surface and air) from one medical facility to another.

Air ambulance services are covered at the Participating Provider Cost Share, even if you receive services from a Non-Participating Provider.

### **Bariatric surgery Benefits**

Benefits are available for bariatric surgery services. These Benefits include facility and Physician services for the surgical treatment of morbid obesity.

#### **Services for residents of designated California counties**

Blue Shield has a network of Participating Providers for bariatric surgery services in certain designated counties within California. If you live in a designated county, services are only covered if you receive them from one of these Participating Providers.



Bariatric surgery services designated counties		
Imperial	Orange	San Diego
Kern	Riverside	Santa Barbara
Los Angeles	San Bernardino	Ventura

#### **Travel expense reimbursement for residents of designated counties**

You may be eligible for reimbursement of your travel expenses for bariatric surgery services if you meet the following conditions:

- Live in a designated county;
- Live at least 50 miles away from the nearest bariatric surgery services provider in the network;
- Receive prior authorization for travel expense reimbursement; and
- Submit receipts and any other documentation of your expenses to Blue Shield.

Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.

 <b>Reimbursable bariatric surgery travel expenses</b> 		
<b>Expense type</b>	<b>Maximum reimbursement</b>	<b>Limitations &amp; exclusions</b>
Transportation to and from the facility	\$130/roundtrip	<ul style="list-style-type: none"> <li>• Maximum of 3 roundtrips (pre-surgery, surgery, follow-up)</li> <li>• 1 companion is covered for a maximum of 2 roundtrips (surgery &amp; surgery follow-up)</li> </ul>
Hotel accommodations	\$100/day	<ul style="list-style-type: none"> <li>• Maximum of 2 trips, 2 days/trip (pre-surgery &amp; post-surgery follow-up) for you and 1 companion</li> <li>• 1 companion alone may be reimbursed for a maximum of 4 days during your surgery admission</li> <li>• Hotel stays are limited to 1 double-occupancy room. Only the room is covered. All other hotel expenses are excluded</li> </ul>
Related reasonable expenses	\$25/day/Member	<ul style="list-style-type: none"> <li>• Maximum of 4 days/trip</li> <li>• Expenses for tobacco, alcohol, drugs, phone, television, delivery, and recreation are excluded</li> </ul>

### Services for residents of non-designated counties

If you do not reside in a designated county, bariatric surgery services are covered like other surgery services from Participating or Non-Participating Providers. See the [Hospital services](#) and [Physician and other professional services](#) sections for more information.

Blue Shield does not reimburse travel expenses associated with bariatric surgery services for residents of non-designated counties.

### Chiropractic services

For all chiropractic services, Blue Shield has contracted with ASH Plans to act as the Plan's chiropractic services administrator.

Benefits are provided for chiropractic services performed by a chiropractor or other appropriately licensed or certified Health Care Provider. The chiropractic Benefit includes the initial examination, subsequent office visits, adjustments, and plain film X-ray services in a chiropractor's office.

**Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**

Benefits are limited to a per Member per Calendar Year visit maximum as shown on the Summary of Benefits.

### **Clinical trials for treatment of cancer or life-threatening diseases or conditions Benefits**

Benefits are available for routine patient care when you have been accepted into an approved clinical trial for treatment of cancer or a life-threatening disease or condition. A life-threatening disease or condition is a disease or condition that is likely to result in death unless its progression is interrupted.

The clinical trial must have therapeutic intent and the treatment must meet one of the following requirements:

- Your Participating Provider determines that your participation in the clinical trial would be appropriate based on either the trial protocol or medical and scientific information provided by you; or
- You provide medical and scientific information establishing that your participation in the clinical trial would be appropriate.

Coverage for routine patient care received while participating in a clinical trial requires prior authorization. Routine patient care is care that would otherwise be covered by the plan if those services were not provided in connection with an approved clinical trial. The [Summary of Benefits](#) section lists your Cost Share for Covered Services. These Cost Share amounts are the same whether or not you participate in a clinical trial. Routine patient care does not include:

- The investigational item, device, or service itself;
- Drugs or devices not approved by the U.S. Food and Drug Administration (FDA);
- Travel, housing, companion expenses, and other non-clinical expenses;
- Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the direct clinical management of the patient;
- Services that, except for the fact that they are being provided in a clinical trial, are specifically excluded under the plan;
- Services normally provided by the research sponsor free for any enrollee in the trial; or
- Any service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

Approved clinical trial means a phase I, phase II, phase III, or phase IV clinical trial conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening diseases or conditions, and the study or investigation meets one of the following requirements:

- It is a drug trial conducted under an investigational new drug application reviewed by the FDA;
- It is a drug trial exempt under federal regulations from a new drug application; or
- It is federally funded or approved by one or more of the following:
  - One of the National Institutes of Health;
  - The Centers for Disease Control and Prevention;

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- The Agency for Health Care Research and Quality;
- The Centers for Medicare & Medicaid Services; or
- A designated Agency affiliate or research entity as described in the Affordable Care Act, including the Departments of Veterans Affairs, Defense, or Energy if the study has been reviewed and approved according to Health and Human Services guidelines.

## **Diabetes care services**

Benefits are available for devices, equipment, supplies, and self-management training to help manage your diabetes. Services will be covered when provided by a Physician, registered dietician, registered nurse, or other appropriately-licensed Health Care Provider who is certified as a diabetes educator.

### **Devices, equipment, and supplies**

Covered diabetic devices, equipment, and supplies include:

- Blood glucose monitors, including those designed to help the visually impaired;
- Insulin pens, syringes, pumps, and all related necessary supplies;
- Blood and urine testing strips and tablets;
- Lancets and lancet puncture devices;
- Podiatric footwear and devices to prevent or treat diabetes-related complications;
- Medically Necessary foot care; and
- Visual aids, excluding eyewear and video-assisted devices, designed to help the visually impaired with proper dosing of insulin.

Your plan also covers the replacement of a covered item after the expiration of its life expectancy.

### **Self-management training**

Benefits are available for outpatient training, education, and medical nutrition therapy when directed or prescribed by your Physician. These services can help you manage your diabetes and properly use the devices, equipment, and supplies available to you. With self-management training, you can learn to monitor your condition and avoid frequent hospitalizations and complications.

## **Diagnostic X-ray, imaging, pathology, laboratory, and other testing services**

Benefits are available for imaging, pathology, and laboratory services for preventive screening or to diagnose or treat illness or injury.

Benefits include:

- Diagnostic and therapeutic imaging services, such as X-rays and ultrasounds;
- Radiological and nuclear imaging, including CT, PET, and MRI scans;
- Clinical pathology services;
- Laboratory services;
- Other areas of diagnostic testing, including respiratory, neurological, vascular, cardiological, genetic, and cerebrovascular; and

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- Prenatal diagnosis of genetic disorders of the fetus in cases of high-risk pregnancy.

Laboratory or imaging services performed as part of a preventive health screening are covered under the Preventive Health Services Benefit.

## **Dialysis Benefits**

Benefits are available for dialysis services at a freestanding dialysis center, in the Outpatient Department of a Hospital, in a physician office setting, or in your home.

Benefits include:

- Renal dialysis;
- Hemodialysis;
- Peritoneal dialysis; and
- Self-management training for home dialysis.

Benefits do not include:

- Comfort, convenience, or luxury equipment; or
- Non-medical items, such as generators or accessories to make home dialysis equipment portable.

## **Durable medical equipment**

Benefits are available for durable medical equipment (DME) and supplies needed to operate the equipment. DME is intended for repeated use to treat an illness or injury, to improve the function of movable body parts, or to prevent further deterioration of your medical condition. Items such as orthotics and prosthetics are only covered when necessary for Activities of Daily Living.

Benefits include:

- Mobility devices, such as wheelchairs;
- Peak flow monitor for the self-management of asthma;
- Glucose monitor for the self-management of diabetes;
- Apnea monitors for the management of newborn apnea;
- Home prothrombin monitor for specific conditions;
- Oxygen and respiratory equipment;
- Disposable medical supplies used with DME and respiratory equipment;
- Required dialysis equipment and medical supplies;
- Medical supplies that support and maintain gastrointestinal, bladder, or bowel function, such as ostomy supplies;
- DME rental fees, up to the purchase price; and
- Breast pumps.

Benefits do not include:

- Environmental control and hygienic equipment, such as air conditioners, humidifiers, dehumidifiers, or air purifiers;
- Exercise equipment;
- Routine maintenance, repair, or replacement of DME due to loss or misuse, except when authorized;
- Self-help or educational devices;

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- Speech or language assistance devices, except as specifically listed;
- Wigs;
- Adult eyewear;
- Video-assisted visual aids for diabetics;
- Generators;
- Any other equipment not primarily medical in nature; or
- Backup or alternate equipment.

Asthma inhalers and inhaler spacers are covered under the Prescription Drug Benefits Rider, if your Employer selected it as an optional Benefit.

See the [Diabetes care services](#) section for more information about devices, equipment, and supplies for the management and treatment of diabetes.

### **Orthotic equipment and devices**

Benefits are available for orthotic equipment and devices you need to perform Activities of Daily Living. Orthotics are orthopedic devices used to support, align, prevent, or correct deformities or to improve the function of movable body parts.

Benefits include:

- Shoes only when permanently attached to orthotic devices;
- Special footwear required for foot disfigurement caused by disease, disorder, accident, or developmental disability;
- Knee braces for post-operative rehabilitation following ligament surgery, instability due to injury, and to reduce pain and instability for patients with osteoarthritis;
- Custom-made rigid orthotic shoe inserts ordered by a Physician or podiatrist and used to treat mechanical problems of the foot, ankle, or leg by preventing abnormal motion and positioning when improvement has not occurred with a trial of strapping or an over-the-counter stabilizing device;
- Device fitting and adjustment;
- Device replacement at the end of its expected lifespan; and
- Repair due to normal wear and tear.

Benefits do not include:

- Orthotic devices intended to provide additional support for recreational or sports activities;
- Orthopedic shoes and other supportive devices for the feet, except as listed;
- Backup or alternate items; or
- Repair or replacement due to loss or misuse.

### **Prosthetic equipment and devices**

Benefits are available for prosthetic appliances and devices used to replace a part of your body that is missing or does not function, and related supplies.

Benefits include:

- Tracheoesophageal voice prosthesis (e.g. Blom-Singer device) and artificial larynx for speech after a laryngectomy;
- Artificial limbs and eyes;

- Internally-implanted devices such as pacemakers, intraocular lenses, cochlear implants, osseointegrated hearing devices, and hip joints, if surgery to implant the device is covered;
- Contact lenses to treat eye conditions such as keratoconus or keratitis sicca, aniridia, or to treat aphakia following cataract surgery when no intraocular lens has been implanted;
- Supplies necessary for the operation of prostheses;
- Device fitting and adjustment;
- Device replacement at the end of its expected lifespan; and
- Repair due to normal wear and tear.

Benefits do not include:

- Speech or language assistance devices, except as listed;
- Dental implants;
- Backup or alternate items; or
- Repair or replacement due to loss or misuse.

## **Emergency Benefits**

Benefits are available for Emergency Services received in the emergency room of a Hospital. The Emergency Benefit also includes Hospital admission when inpatient treatment of your Emergency Medical Condition is Medically Necessary. You can access Emergency Services for an Emergency Medical Condition at any Hospital, even if it is a Non-Participating Hospital.



If you have a medical emergency, **call 911 or seek immediate medical attention** at the nearest hospital.

Benefits include:

- Physician services;
- Emergency room facility services; and
- Inpatient Hospital services to stabilize your Emergency Medical Condition.

### **After your condition stabilizes**

Once your Emergency Medical Condition has stabilized, it is no longer considered an emergency. Upon stabilization, you may:

- Be released from the emergency room if you do not need further treatment;
- Receive additional inpatient treatment at the Participating Hospital; or
- Transfer to a Participating Hospital for additional inpatient treatment if you received treatment of your Emergency Medical Condition at a Non-Participating Hospital.

Stabilization is medical treatment necessary to assure, with reasonable medical probability, that no material deterioration of the condition is likely to result from, or occur during, your release from medical care or transfer from a facility. With respect to a pregnant woman who is having contractions, when there is inadequate time to

safely transfer her to another Hospital before delivery or the transfer may pose a threat to the health or safety of the woman or unborn child, stabilize means delivery, including the placenta. Post-stabilization care is Medically Necessary treatment received after the treating Physician determines the Emergency Medical Condition is stabilized.

If you are admitted to the Hospital for Emergency Services, you should notify Blue Shield within 24 hours or as soon as possible after your condition has stabilized.

## **Family planning and Infertility Benefits**

### **Family planning**

Benefits are available for family planning services without illness or injury.

Benefits include:

- Counseling, consulting, and education;
- Office-administered contraceptives;
- Physician office visits for office-administered contraceptives;
- Tubal ligation; and
- Vasectomy.

Benefits do not include family planning services from Non-Participating Providers.

Family planning services may also be covered under the Preventive Health Services Benefit and the Prescription Drug Benefits Rider, if your Employer selected it as an optional Benefit.

### **Infertility Benefits**

Benefits are provided for the diagnosis and treatment of the cause of Infertility, including professional, Hospital, Ambulatory Surgery Center, and ancillary services to diagnose and treat the cause of Infertility, with the exception of what is excluded in the [Exclusions and limitations](#) section.

## **Home health services**

Benefits are available for home health services. These services include home health agency services, home infusion and injectable medication services, and hemophilia home infusion services.

### **Home health agency services**

Benefits are available from a Participating home health care agency for diagnostic and treatment services received in your home under a written treatment plan approved by your Physician.

Benefits include:

- Intermittent home care for skilled services from:
  - Registered nurses;
  - Licensed vocational nurses;
  - Physical therapists;
  - Occupational therapists;

- Speech and language pathologists;
- Licensed clinical social workers; and
- Home Health Aides.
- Related medical supplies.

Intermittent home care is for skilled services you receive:

- Fewer than seven days per week; or
- Daily, for fewer than eight hours per day, up to 21 days.

Benefits are limited to a visit maximum as shown in the [Summary of Benefits](#) section for home health agency visits. For this Benefit, coverage includes:

- Up to three visits per day, two hours maximum per visit, with a registered nurse, licensed vocational nurse, physical therapist, occupational therapist, speech and language pathologist, or licensed clinical social worker. A visit of two hours or less is considered one visit. Nursing visits cannot be combined to provide Continuous Nursing Services.
- Up to four hours maximum per visit with a Home Health Aide. A visit of four hours or less is considered one visit.

Benefits do not include:

- Continuous Nursing Services provided by a registered nurse or a licensed vocational nurse, on a one-to-one basis, in an inpatient or home setting. These services may also be described as “shift care” or “private-duty nursing.”

### **Home infusion and injectable medication services**

Benefits are available through a Participating home infusion agency for home infusion, enteral, and injectable medication therapy.

Benefits include:

- Home infusion agency Skilled Nursing visits;
- Infusion therapy provided in an infusion suite associated with a Participating home infusion agency;
- Parenteral nutrition services and associated supplies and solutions;
- Enteral nutrition services and associated supplies and solutions;
- Medical supplies used during a covered visit; and
- Medications injected or administered intravenously.

There is no Calendar Year visit maximum for home infusion agency services.

This Benefit does not include:

- Insulin;
- Insulin syringes; and
- Services related to hemophilia, which are described below.

### **Hemophilia home infusion services**

Benefits are available for hemophilia home infusion products and services for the treatment of hemophilia and other bleeding disorders. Benefits must be prior authorized and provided in the home or in an infusion suite managed by a Participating Hemophilia Home Infusion Provider.

Benefits include:

- 24-hour service;
- Home delivery of hemophilia infusion products;
- Blood factor product;
- Supplies for the administration of blood factor product; and
- Nursing visits for training or administration of blood factor products.

There is no Calendar Year visit maximum for hemophilia home infusion agency services.

Benefits do not include:

- In-home services to treat complications of hemophilia replacement therapy; or
- Self-infusion training programs, other than nursing visits to assist in administration of the product.

Most Participating home health care and home infusion agencies are not Participating Hemophilia Home Infusion Providers. A list of Participating Hemophilia Home Infusion Providers is available at [blueshieldca.com](http://blueshieldca.com).

## **Hospice program services**

Benefits are available through a Participating Hospice Agency for specialized care if you have been diagnosed with a terminal illness with a life expectancy of one year or less. When you enroll in a Hospice program, you agree to receive all care for your terminal illness through the Hospice Agency. Hospice program enrollment is prior authorized for a specified period of care based on your Physician's certification of eligibility. The period of care begins the first day you receive Hospice services and ends when the specified timeframe is over or you choose to receive care for your terminal illness outside of the Hospice program.

The authorized period of care is for two 90-day periods followed by unlimited 60-day periods, depending on your diagnosis. Your Hospice care continues through to the next period of care when your Physician recertifies that you have a terminal illness. The Hospice Agency works with your Physician to ensure that your Hospice enrollment continues without interruption. You can change your Participating Hospice Agency only once during each period of care.

A Hospice program provides interdisciplinary care designed to ease your physical, emotional, social, and spiritual discomfort during the last phases of life, and support your primary caregiver and your family. Hospice services are available 24 hours a day through the Hospice Agency.

While enrolled in a Hospice program, you may continue to receive Covered Services that are not related to the care and management of your terminal illness from the appropriate Health Care Provider. However, all care related to your terminal illness must be provided through the Hospice Agency. You may discontinue your Hospice enrollment when an acute Hospital admission is necessary, or at any other time. You may also enroll in the Hospice program again when you are discharged from the Hospital, or at any other time, with Physician recertification.

Benefits include:

- Pre-Hospice consultation to discuss care options and symptom management;

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- Advance care planning;
- Skilled Nursing Services;
- Medical direction and a written treatment plan approved by a Physician;
- Continuous Nursing Services provided by registered or licensed vocational nurses, eight to 24 hours per day;
- Home Health Aide services, supervised by a nurse;
- Homemaker services, supervised by a nurse, to help you maintain a safe and healthy home environment;
- Medical social services;
- Dietary counseling;
- Volunteer services by a Hospice agency;
- Short-term inpatient, Hospice house, or Hospice care, if required;
- Drugs, medical equipment, and supplies;
- Physical therapy, occupational therapy, and speech-language pathology services to control your symptoms or help your ability to perform Activities of Daily Living;
- Respiratory therapy;
- Occasional, short-term inpatient respite care when necessary to relieve your primary caregiver or family members, up to five days at a time;
- Bereavement services for your family; and
- Social services, counseling, and spiritual services for you and your family.

Benefits do not include:

- Services provided by a Non-Participating Hospice Agency, except in certain circumstances where there are no Participating Hospice Agencies in your area and services are prior authorized.

## **Hospital services**

Benefits are available for inpatient care in a Hospital.

Benefits include:

- Room and board, such as:
  - Semiprivate Hospital room, or private room if Medically Necessary;
  - Specialized care units, including adult intensive care, coronary care, pediatric and neonatal intensive care, and subacute care;
  - General and specialized nursing care; and
  - Meals, including special diets.
- Other inpatient Hospital services and supplies, including:
  - Operating, recovery, labor and delivery, and other specialized treatment rooms;
  - Anesthesia, oxygen, medicines, and IV solutions;
  - Clinical pathology, laboratory, radiology, and diagnostic services and supplies;
  - Dialysis services and supplies;
  - Blood and blood products;
  - Medical and surgical supplies, surgically implanted devices, prostheses, and appliances;
  - Radiation therapy, chemotherapy, and associated supplies;

- Therapy services, including physical, occupational, respiratory, and speech therapy;
- Acute detoxification;
- Acute inpatient rehabilitative services; and
- Emergency room services resulting in admission.

### **Medical treatment of the teeth, gums, jaw joints, and jaw bones**

Benefits are available for outpatient, Hospital, and professional services provided for treatment of the jaw joints and jaw bones, including adjacent tissues.

Benefits include:

- Treatment of gum tumors;
- Stabilization of natural teeth after traumatic injury independent of disease, illness, or any other cause;
- Surgical treatment of temporomandibular joint syndrome (TMJ);
- Non-surgical treatment of TMJ;
- Orthognathic surgery to correct a skeletal deformity;
- Dental and orthodontic services directly related to cleft palate repair;
- Dental services to prepare the jaw for radiation therapy for the treatment of head or neck cancers; and
- General anesthesia and associated facility charges during dental treatment due to the Member's underlying medical condition or clinical status when:
  - The Member is younger than seven years old; or
  - The Member is developmentally disabled; or
  - The Member's health is compromised and general anesthesia is Medically Necessary.

Benefits do not include:

- Adult routine dental or periodontal care;
- Adult orthodontia for any reason other than cleft palate repair;
- Dental implants for any reason other than cleft palate repair;
- Any procedure to prepare the mouth for dentures or for the more comfortable use of dentures;
- Alveolar ridge surgery of the jaws if performed primarily to treat diseases related to the teeth, gums, or periodontal structures, or to support natural or prosthetic teeth; or
- Fluoride treatments for any reason other than preparation of the oral cavity for radiation therapy.

### **Mental Health and Substance Use Disorder Benefits**

Blue Shield's Mental Health Service Administrator (MHSA) administers Mental Health Services and Substance Use Disorder Services from MHSA Participating Providers for Members in California. Blue Shield administers Mental Health Services and Substance Use Disorder Services from MHSA Non-Participating Providers for Members in California. See the [Out-of-area services](#) section for an explanation of how Benefits are administered for out-of-state services.

The MHSA Participating Provider must get prior authorization from the MHSA for all non-emergency Hospital admissions for Mental Health Services and Substance Use Disorder Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.

Services, and for certain outpatient Mental Health and Substance Use Disorder Services. See the [Medical Management Programs](#) section for more information about prior authorization.

The MHA Participating Providers network is separate from Blue Shield's Participating Provider network. Visit [blueshieldca.com](https://www.blueshieldca.com) and click Find a Doctor to access the MHA Participating Provider network.

### **Office visits**

Benefits are available for professional office visits, including Physician office visits, for the diagnosis and treatment of Mental Health Conditions and Substance Use Disorder Conditions in an individual, Family, or group setting.

Benefits are also available for telebehavioral health online counseling services, psychotherapy, and medication management with a mental health or substance use disorder provider.

### **Other Outpatient Mental Health and Substance Use Disorder Services**

In addition to office visits, Benefits are available for other outpatient services for the diagnosis and treatment of Mental Health Conditions and Substance Use Disorder Conditions. You can receive these other outpatient services in a facility, office, home, or other non-institutional setting.

Other Outpatient Mental Health and Substance Use Disorder Services include, but are not limited to:

- Behavioral Health Treatment – professional services and treatment programs, including applied behavior analysis and evidence-based intervention programs, prescribed by a Physician or licensed psychologist and provided under a treatment plan approved by the MHA to develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism;
- Electroconvulsive therapy – the passing of a small electric current through the brain to induce a seizure, used in the treatment of severe depression;
- Intensive Outpatient Program – outpatient care for Mental Health Conditions or Substance Use Disorder Conditions when your condition requires structure, monitoring, and medical/psychological intervention at least three hours per day, three days per week;
- Office-based opioid treatment – substance use disorder maintenance therapy, including methadone maintenance treatment;
- Partial Hospitalization Program – an outpatient treatment program that may be in a free-standing or Hospital-based facility and provides services at least five hours per day, four days per week when you are admitted directly or transferred from acute inpatient care following stabilization;
- Psychological Testing – testing to diagnose a Mental Health Condition; and
- Transcranial magnetic stimulation – a non-invasive method of delivering electrical stimulation to the brain for the treatment of severe depression.

Benefits do not include:

- Treatment for the purposes of providing respite, day care, or educational services, or to reimburse a parent for participation in the treatment.

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## **Inpatient Services**

Benefits are available for inpatient facility and professional services for the treatment of Mental Health Conditions and Substance Use Disorder Conditions in:

- A Hospital; or
- A free-standing residential treatment center that provides 24-hour care when you do not require acute inpatient care.

Medically Necessary inpatient substance use disorder detoxification is covered under the Hospital services Benefit.

## **Physician and other professional services**

Benefits are available for services performed by a Physician, surgeon, or other Health Care Provider to diagnose or treat a medical condition.

Benefits include:

- Office visits for examination, diagnosis, counseling, education, consultation, and treatment;
- Specialist office visits;
- Urgent care center visits;
- Second medical opinions;
- Administration of injectable medications;
- Outpatient services;
- Inpatient services in a Hospital, Skilled Nursing Facility, residential treatment center, or emergency room;
- Home visits;
- Telehealth consultations, provided remotely via communication technologies, for examination, diagnosis, counseling, education, and treatment; and
- Teladoc primary care consultations.

See the [Mental Health and Substance Use Disorder Benefits](#) section for information on Mental Health and Substance Use Disorder office visits and Other Outpatient Mental Health and Substance Use Disorder services.

## **PKU formulas and special food products**

Benefits are available for formulas and special food products if you are diagnosed with phenylketonuria (PKU). The items must be part of a diet prescribed and managed by a Physician or appropriately-licensed Health Care Provider.

Benefits include:

- Enteral formulas; and
- Special food products for the dietary treatment of PKU.

Benefits do not include:

- Grocery store foods used by the general population; or
- Food that is naturally low in protein, unless specially formulated to have less than one gram of protein per serving.

## **Podiatric services**

Benefits are available for the diagnosis and treatment of conditions of the foot, ankle, and related structures. These services, including surgery, are generally provided by a licensed doctor of podiatric medicine.

## **Pregnancy and maternity care**

Benefits are available for maternity care services.

Benefits include:

- Prenatal care;
- Postnatal care;
- Involuntary complications of pregnancy;
- Inpatient Hospital services including labor, delivery, and postpartum care;
- Elective newborn circumcision within 18 months of birth; and
- Pregnancy termination services.

See the [Diagnostic X-ray, imaging, pathology, and laboratory services](#) and [Preventive Health Services](#) sections for information about coverage of genetic testing and diagnostic procedures related to pregnancy and maternity care.

The Newborns' and Mothers' Health Protection Act requires health plans to provide a minimum Hospital stay for the mother and newborn child of 48 hours after a normal, vaginal delivery and 96 hours after a C-section. The attending Physician, in consultation with the mother, may determine that a shorter length of stay is adequate. If your Hospital stay is shorter than the minimum stay, you can receive a follow-up visit with a Health Care Provider whose scope of practice includes postpartum and newborn care. This follow-up visit may occur at home or as an outpatient, as necessary. This visit will include parent education, assistance and training in breast or bottle feeding, and any necessary physical assessments for the mother and child. Prior authorization is not required for this follow-up visit.

## **Preventive Health Services**

Benefits are available for Preventive Health Services such as screenings, checkups, and counseling to prevent health problems or detect them at an early stage. Blue Shield only covers Preventive Health Services when you receive them from a Participating Provider.

Benefits include:

- Evidence-based items, drugs, or services that have a rating of A or B in the current recommendations of the United States Preventive Services Task Force (USPSTF), such as:
  - Screening for cancer, such as colorectal cancer, cervical cancer, breast cancer, and prostate cancer;
  - Screening for HPV;
  - Screening for osteoporosis; and
  - Health education;
- Immunizations recommended by either the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, or the most current version of the Recommended Childhood Immunization

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- Schedule/United States, jointly adopted by the American Academy of Pediatrics, the Advisory Committee on Immunization Practices, and the American Academy of Family Physicians;
- Evidence-informed preventive care and screenings for infants, children, and adolescents as listed in the comprehensive guidelines supported by the Health Resources and Services Administration, including screening for risk of lead exposure and blood lead levels in children at risk for lead poisoning;
  - California Prenatal Screening Program; and
  - Additional preventive care and screenings for women not described above as provided for in comprehensive guidelines supported by the Health Resources and Services Administration. See the [Family planning Benefits](#) section for more information.

If there is a new recommendation or guideline in any of the resources described above, Blue Shield will have at least one year to implement coverage. The new recommendation will be covered as a Preventive Health Service in the plan year that begins after that year.



## **Reconstructive Surgery Benefits**

Benefits are available for Reconstructive Surgery services.

Benefits include:

- Surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to:
  - Improve function; or
  - Create a normal appearance to the extent possible;
- Dental and orthodontic surgery services directly related to cleft palate repair; and
- Surgery and surgically-implanted prosthetic devices in accordance with the Women's Health and Cancer Rights Act of 1998 (WHCRA).

Benefits do not include:

- Cosmetic surgery, which is surgery that is performed to alter or reshape normal structures of the body to improve appearance;
- Reconstructive Surgery when there is a more appropriate procedure that will be approved; or
- Reconstructive Surgery to create a normal appearance when it offers only a minimal improvement in appearance.

In accordance with the WHCRA, Reconstructive Surgery, and surgically implanted and non-surgically implanted prosthetic devices (including prosthetic bras), are covered for either breast to restore and achieve symmetry following a mastectomy, and for the treatment of the physical complications of a mastectomy, including lymphedemas. For

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coverage of prosthetic devices following a mastectomy, see the [Durable medical equipment](#) section. Medically Necessary services will be determined by your attending Physician in consultation with you.

Benefits will be provided in accordance with guidelines established by Blue Shield and developed in conjunction with plastic and reconstructive surgeons, except as required under the WHCRA.

## **Rehabilitative and habilitative services**

Benefits are available for outpatient rehabilitative and habilitative services. Rehabilitative services help to restore the skills and functional ability you need to perform Activities of Daily Living when you are disabled by injury or illness. Habilitative services are therapies that help you learn, keep, or improve the skills or functioning you need for Activities of Daily Living.

These services include physical therapy, occupational therapy, and speech therapy. Your Physician or Health Care Provider must prepare a treatment plan. Treatment must be provided by an appropriately-licensed or certified Health Care Provider. You can continue to receive rehabilitative or habilitative services as long as your treatment is Medically Necessary.

Blue Shield may periodically review the provider's treatment plan and records for Medical Necessity.

See the [Hospital services](#) section for information about inpatient rehabilitative Benefits.

See the [Home health services](#) and [Hospice program services](#) sections for information about coverage for rehabilitative and habilitative services provided in the home.

### **Physical therapy**

Physical therapy uses physical agents and therapeutic treatment to develop, improve, and maintain your musculoskeletal, neuromuscular, and respiratory systems. Physical agents and therapeutic treatments include but are not limited to:

- Ultrasound;
- Heat;
- Range of motion testing;
- Targeted exercise; and
- Massage as a component of a multimodality rehabilitative treatment plan or physical therapy treatment plan.

### **Occupational therapy**

Occupational therapy is treatment to develop, improve, and maintain the skills you need for Activities of Daily Living, such as dressing, eating, and drinking.

### **Speech therapy**

Speech therapy is used to develop, improve, and maintain vocal or swallowing skills that have not developed according to established norms or have been impaired by a diagnosed illness or injury. Benefits are available for outpatient speech therapy for the treatment of:

- A communication impairment;

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- A swallowing disorder;
- An expressive or receptive language disorder; and
- An abnormal delay in speech development.

### **Skilled Nursing Facility (SNF) services**

Benefits are available for treatment in the Skilled Nursing unit of a Hospital or in a free-standing Skilled Nursing Facility (SNF) when you are receiving Skilled Nursing or rehabilitative services. This Benefit also includes care at the Subacute Care level.

Benefits must be prior authorized and are limited to a day maximum per benefit period, as shown in the [Summary of Benefits](#) section. A benefit period begins on the date you are admitted to the facility. A benefit period ends 60 days after you are discharged from the facility or you stop receiving Skilled Nursing services. A new benefit period can only begin after an existing benefit period ends.

### **Transplant services**

Benefits are available for tissue and kidney transplants and special transplants.

#### **Tissue and kidney transplants**

Benefits are available for facility and professional services provided in connection with human tissue and kidney transplants when you are the transplant recipient.

Benefits include services incident to obtaining the human transplant material from a living donor or a tissue/organ transplant bank.

#### **Special transplants**

Benefits are available for special transplants only if:

- The procedure is performed at a special transplant facility contracting with Blue Shield, or if you access this Benefit outside of California, the procedure is performed at a transplant facility designated by Blue Shield; and
- You are the recipient of the transplant.

Special transplants are:

- Human heart transplants;
- Human lung transplants;
- Human heart and lung transplants in combination;
- Human liver transplants;
- Human kidney and pancreas transplants in combination;
- Human bone marrow transplants, including autologous bone marrow transplantation (ABMT) or autologous peripheral stem cell transplantation used to support high-dose chemotherapy when such treatment is Medically Necessary and is not Experimental or Investigational;
- Pediatric human small bowel transplants; and
- Pediatric and adult human small bowel and liver transplants in combination.

**Donor services**

Transplant Benefits include coverage for donation-related services for a living donor, including a potential donor, or a transplant organ bank. Donor services must be directly related to a covered transplant for a Member of this plan.

Donor services include:

- Donor evaluation;
- Harvesting of the organ, tissue, or bone marrow; and
- Treatment of medical complications for 90 days after the evaluation or harvest procedure.



**Urgent care services**

Benefits are available for urgent care services you receive at an urgent care center or during an after-hours office visit. You can access urgent care instead of going to the emergency room if you have a medical condition that is not life-threatening but prompt care is needed to prevent serious deterioration of your health.



See the [Out-of-area services](#) section for information on urgent care services outside California.

## Exclusions and limitations



This section describes the general exclusions and limitations that apply to all your plan Benefits.



 <b>General exclusions and limitations</b> 	
1	This plan only covers services that are Medically Necessary. A Physician or other Health Care Provider's decision to prescribe, order, recommend, or approve a service or supply does not, in itself, make it Medically Necessary.
2	<p>Routine physical examinations solely for:</p> <ul style="list-style-type: none"> <li>• Immunizations and vaccinations, by any mode of administration, for the purpose of travel; or</li> <li>• Licensure, employment, insurance, court order, parole, or probation.</li> </ul> <p>This exclusion does not apply to Medically Necessary services that Blue Shield is required by law to cover for Severe Mental Illnesses or Serious Emotional Disturbances of a Child.</p>
3	Hospitalization solely for X-ray, laboratory or any other outpatient diagnostic studies, or for medical observation.
4	<p>Routine foot care items and services that are not Medically Necessary, including:</p> <ul style="list-style-type: none"> <li>• Callus treatment;</li> <li>• Corn paring or excision;</li> <li>• Toenail trimming;</li> <li>• Over-the-counter shoe inserts or arch supports; or</li> <li>• Any type of massage procedure on the foot.</li> </ul> <p>This exclusion does not apply to items or services provided through a Participating Hospice Agency or covered under the diabetes care Benefit.</p>
5	<p>Home services, hospitalization, or confinement in a health facility primarily for rest, custodial care, or domiciliary care.</p> <p>Custodial care is assistance with Activities of Daily Living furnished in the home primarily for supervisory care or supportive services, or in a facility primarily to provide room and board.</p> <p>Domiciliary care is a supervised living arrangement in a home-like environment for adults who are unable to live alone because of age-related impairments or physical, mental, or visual disabilities.</p>
6	Continuous Nursing Services, private duty nursing, or nursing shift care, except as provided through a Participating Hospice Agency.

Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.

 <b>General exclusions and limitations</b> 	
7	Prescription and non-prescription oral food and nutritional supplements. This exclusion does not apply to services listed in the <a href="#">Home infusion and injectable medication services</a> and <a href="#">PKU formulas and special food products</a> sections, or as provided through a Participating Hospice Agency.
8	Unless selected as an optional Benefit by your Employer, hearing aids, hearing aid examinations for the appropriate type of hearing aid, fitting, and hearing aid recheck appointments.
9	<p>Eye exams and refractions, lenses and frames for eyeglasses, lens options, treatments, and contact lenses, except as listed under the <a href="#">Prosthetic equipment and devices</a> section.</p> <p>Video-assisted visual aids or video magnification equipment for any purpose, or surgery to correct refractive error.</p>
10	Any type of communicator, voice enhancer, voice prosthesis, electronic voice producing machine, or any other language assistive device. This exclusion does not apply to items or services listed under the <a href="#">Prosthetic equipment and devices</a> section.
11	Dental services and supplies for treatment of the teeth, gums, and associated periodontal structures, including but not limited to the treatment, prevention, or relief of pain or dysfunction of the temporomandibular joint and muscles of mastication. This exclusion does not apply to items or services provided under the <a href="#">Medical treatment of the teeth, gums, or jaw joints and jaw bones</a> and <a href="#">Hospital services</a> sections.
12	Surgery that is performed to alter or reshape normal structures of the body to improve appearance. This exclusion does not apply to Medically Necessary treatment for complications resulting from cosmetic surgery, such as infections or hemorrhages.
13	Treatment of sexual dysfunctions and sexual inadequacies. This exclusion does not apply to the treatment of organically-based conditions.
14	Unless selected as an optional Benefit by your Employer, any services related to assisted reproductive technology (including associated services such as radiology, laboratory, medications, and procedures) including but not limited to the harvesting or stimulation of the human ovum, in vitro fertilization, Gamete Intrafallopian Transfer (GIFT) procedure, Zygote Intrafallopian Transfer (ZIFT), Intracytoplasmic sperm Injection (ICSI), pre-implantation genetic screening, donor services or procurement and storage of donor embryos, oocytes, ovarian tissue, or sperm, any type of artificial insemination, services or medications to treat low sperm count, services incident to or resulting from procedures for a surrogate mother who is otherwise not eligible for covered pregnancy and maternity care under a Blue Shield health plan, or services incident to reversal



 <b>General exclusions and limitations</b> 	
	of surgical sterilization, except for Medically Necessary treatment of medical complications of the reversal procedure.
15	Home testing devices and monitoring equipment. This exclusion does not apply to items specifically described in the <a href="#">Durable medical equipment</a> or <a href="#">Diabetes care services</a> sections.
16	Preventive Health Services performed by a Non-Participating Provider, except laboratory services under the California Prenatal Screening Program.
17	Services performed in a Hospital by house officers, residents, interns, or other professionals in training without the supervision of an attending Physician in association with an accredited clinical education program.
18	Services performed by your spouse, Domestic Partner, child, brother, sister, or parent.
19	<p>Services provided by an individual or entity that:</p> <ul style="list-style-type: none"> <li>• Is not appropriately licensed or certified by the state to provide health care services;</li> <li>• Is not operating within the scope of such license or certification; or</li> <li>• Does not maintain the Clinical Laboratory Improvement Amendments certificate required to perform laboratory testing services.</li> </ul> <p>This exclusion does not apply to Behavioral Health Treatment Benefits listed under the <a href="#">Mental Health and Substance Use Disorder Benefits</a> section.</p>
20	<p>Select physical and occupational therapies, such as:</p> <ul style="list-style-type: none"> <li>• Massage therapy, unless it is a component of a multimodality rehabilitative treatment plan or physical therapy treatment plan;</li> <li>• Training or therapy for the treatment of learning disabilities or behavioral problems;</li> <li>• Social skills training or therapy;</li> <li>• Vocational, educational, recreational, art, dance, music, or reading therapy; and</li> <li>• Testing for intelligence or learning disabilities.</li> </ul> <p>This exclusion does not apply to Medically Necessary services that Blue Shield is required by law to cover for Severe Mental Illnesses or Serious Emotional Disturbances of a Child.</p>
21	Weight control programs and exercise programs. This exclusion does not apply to nutritional counseling provided under the <a href="#">Diabetes care services</a> section, or to Medically Necessary services that Blue Shield is required by law to cover for Severe Mental Illnesses, Serious Emotional Disturbances of a Child, or Preventive Health Services.

 <b>General exclusions and limitations</b> 	
22	Services or Drugs that are Experimental or Investigational in nature.
23	<p>Services that cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA), including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Drugs;</li> <li>• Medicines;</li> <li>• Supplements;</li> <li>• Tests;</li> <li>• Vaccines;</li> <li>• Devices; and</li> <li>• Radioactive material.</li> </ul> <p>However, drugs and medicines that have received FDA approval for marketing for one or more uses will not be denied on the basis that they are being prescribed for an off-label use if the conditions set forth in California Health &amp; Safety Code Section 1367.21 have been met.</p>
24	<p>The following non-prescription (over-the-counter) medical equipment or supplies:</p> <ul style="list-style-type: none"> <li>• Oxygen saturation monitors;</li> <li>• Prophylactic knee braces; and</li> <li>• Bath chairs.</li> </ul>
25	Member convenience items, such as internet, phones, televisions, guest trays, and personal hygiene items.
26	Disposable supplies for home use except as provided under the <a href="#">Durable medical equipment</a> , <a href="#">Home health services</a> , and <a href="#">Hospice program services</a> sections.
27	Services incident to any injury or disease arising out of, or in the course of, 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 Blue Shield provides payment for such services, we will be entitled to establish a lien up to the amount paid by Blue Shield for the treatment of such injury or disease.
28	Transportation services, except as specifically described in the <a href="#">Ambulance services</a> and <a href="#">Bariatric surgery Benefits</a> sections.
29	Drugs dispensed by a Physician or Physician's office for outpatient use.

## Grievance process

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Blue Shield has a formal grievance process to address any complaints, disputes, requests for reconsideration of health care coverage decisions made by Blue Shield, or concerns with the quality of care you received from a provider. Blue Shield will receive, review, and resolve your grievance within the required timeframes.

### **Submitting a grievance**

If you have a question about your Benefits or any action taken by Blue Shield (or a Benefit Administrator), your first step is to make an inquiry through Customer Service. If Customer Service is not able to fully address your concerns, you can then submit a grievance or ask the Customer Service representative to submit one for you. If Blue Shield denies authorization or coverage for health care services, you can appeal the denial and Blue Shield will reconsider your request.

You have 180 days after a denial or other incident to submit your grievance to Blue Shield. Your provider, or someone you choose to represent you, can also submit a grievance on your behalf.

The fastest way to submit a grievance is online at [blueshieldca.com](https://www.blueshieldca.com). You can also submit the form by mail or begin the grievance process by calling Customer Service.

 <b>Where to mail grievances</b> 	
<b>Type of grievance</b>	<b>Address</b>
Medical Benefits, and prescription Drug Benefits if selected as an optional Benefit by your Employer	Blue Shield of California Customer Service Appeals and Grievance P.O. Box 5588 El Dorado Hills, CA 95762
Mental Health and Substance Use Disorder Services from an MHSA Participating Provider	Blue Shield of California Mental Health Service Administrator P.O. Box 719002 San Diego, CA 92171
Mental Health and Substance Use Disorder Services from an MHSA Non-Participating Provider	Blue Shield of California Customer Service Appeals and Grievance P.O. Box 5588 El Dorado Hills, CA 95762

Once Blue Shield or the MHSA receives your grievance, they will send a written acknowledgment within five calendar days.

Blue Shield will resolve your grievance and provide a written response within 30 calendar days. The response will explain what action you can take if you are not satisfied with how your grievance is resolved.

**Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**

If your Employer selected the optional Prescription Drug Benefits Rider, and Blue Shield denies an exception request for coverage of a non-Formulary Drug, you may submit a grievance requesting an external exception request review. Blue Shield will ensure a decision within 72 hours.

### **Expedited grievance request**

You can submit an expedited grievance request to Blue Shield when the routine grievance process might seriously jeopardize your life, health, or recovery, or when you are experiencing severe pain.

Blue Shield will make a decision within three calendar days for expedited grievance requests related to medical Benefits and Mental Health and Substance Use Disorder Services.

Once a decision is made, Blue Shield will notify you and your provider as soon as possible to accommodate your condition.

### **California Department of Managed Health Care review**

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at 1-888-256-1915 and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the Medical Necessity of a proposed service or treatment, coverage decisions for treatments that are Experimental or Investigational, and payment disputes for emergency or urgent medical services.

The Department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's internet website ([www.dmhc.ca.gov](http://www.dmhc.ca.gov)) has complaint forms, IMR application forms, and instructions online.

If you feel Blue Shield improperly cancels, rescinds, or does not renew coverage for you or your Dependents, you can submit a request for review to Blue Shield or to the Director of the California Department of Managed Health Care. Any request for review submitted to Blue Shield will be treated as an expedited grievance request.

### **Independent medical review**

You may be eligible for an independent medical review if your grievance involves a claim or service for which coverage was denied on the grounds that the service is:

- Not Medically Necessary; or
- Experimental or Investigational (including the external review available under the Friedman-Kowles Experimental Treatment Act of 1996).

You can apply to the Department of Managed Health Care (DMHC) for an independent medical review of the denial. For a Medical Necessity denial, you must first submit a grievance to Blue Shield and wait for at least 30 days before requesting an independent medical review. However, if the request qualifies for an expedited review as described above, or if it involves a determination that the requested service is Experimental or Investigational, you may request an independent medical review as soon as you receive a notice of denial from Blue Shield. The DMHC's application for independent medical review is included with your appeal outcome letter.

The DMHC will review your application. If the request qualifies for independent medical review, the DMHC will select an independent review organization to conduct a clinical review of your medical records. You can submit additional records for consideration as well. There is no cost to you for this independent medical review. You and your provider will receive copies of the independent medical review determination. The decision of the independent review organization is binding on Blue Shield. If the reviewer determines that the requested service is clinically appropriate, Blue Shield will arrange for the service to be provided or the disputed claim to be paid.

The independent medical review process is in addition to any other procedures or remedies available to you to resolve coverage disputes. It is completely voluntary. You are not required to participate in the independent medical review process, but if you do not, you may lose your statutory right to pursue legal action against Blue Shield regarding the disputed service.

### **ERISA review**

If your Employer's health plan is governed by the Employee Retirement Income Security Act ("ERISA"), you may have the right to bring a civil action under Section 502(a) of ERISA if all required reviews of your claim have been completed and your claim has not been approved. Additionally, you and your Employer-sponsored plan may have other voluntary alternative dispute resolution options, such as mediation.

## Other important information about your plan

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This section provides legal and regulatory details that impact your health care coverage. This information is a supplement to the information provided in earlier sections of this document and is part of the contractual agreement between the Subscriber and Blue Shield.

### Your coverage, continued

#### Special enrollment period



For more information about special enrollment periods, see [Special enrollment period](#) on page 37 in the [Your coverage](#) section.

A special enrollment period is a timeframe outside of open enrollment when an eligible Subscriber or Dependent can enroll in, or change enrollment in, a health plan. The special enrollment period is 30 days following the date of a Qualifying Event except as otherwise specified below. The following are examples of Qualifying Events. For complete details and a determination of eligibility for special enrollment, please consult your Employer.

- Loss of eligibility for coverage, including the following:
  - The eligible Employee or Dependent loses coverage under another employer health benefit plan or other health insurance and meets all of the following requirements:
    - The Employee or Dependent was covered under another employer health benefit plan or had other health insurance coverage at the time the Employee was initially offered enrollment under this Plan;
    - If required by the Employer, the Employee certified, at the time of the initial enrollment, that coverage under another employer health benefit plan or other health insurance was the reason for declining enrollment provided that the Employee was given notice that such certification was required and that failure to comply could result in later treatment as a Late Enrollee;
  - The Employee or Dependent was eligible for coverage under the Healthy Families Program or Medi-Cal and such coverage was terminated due to loss of such eligibility, provided that enrollment is requested no later than 60 days after the termination of coverage;
  - The eligible Employee or Dependent loses coverage due to legal separation, divorce, loss of dependent status, death of the Employee, termination of employment, or reduction in the number of hours of employment;
  - In the case of coverage offered through an HMO, loss of coverage because the eligible Employee or Dependent no longer resides, lives, or works in the service area (whether or not within the choice of the

- individual), and if the previous HMO coverage was group coverage, no other benefit package is available to the Employee or Dependent;
- Termination of the employer health plan or contributions to Employee or Dependent coverage;
- Exhaustion of COBRA group continuation coverage; or
- The Employee or Dependent is eligible for coverage under the Healthy Families Program or Medi-Cal premium assistance program, provided that enrollment is within 60 days of the notice of eligibility for these premium assistance programs;
- A court has ordered that coverage be provided for a spouse or Domestic Partner or minor child under a covered Employee's health benefit plan. The health plan shall enroll a Dependent child effective the first day of the month following presentation of a court order by the district attorney, or upon presentation of a court order or request by a custodial party or the Employer, as described in Sections 3751.5 and 3766 of the Family Code; or
- An eligible Employee acquires a Dependent through marriage, establishment of domestic partnership, birth, or placement for adoption. Applies to both the Employee and the Dependent.

## **Cancellation for Employer's nonpayment of Premiums**

### **Premium grace period**

After payment of the first Premium, your Employer has a 30-day grace period from the due date to pay all outstanding Premiums before coverage is canceled due to nonpayment of Premiums. Coverage will continue through the grace period. However, if your Employer does not pay all outstanding Premiums within the grace period, coverage will end the day following the 30-day grace period. Your Employer will be liable for all Premiums owed, even if coverage is canceled. This includes Premiums for coverage during the 30-day grace period. Blue Shield will send a Notice of End of Coverage to you and your Employer no later than five calendar days after the day coverage ends.


## **Out-of-area services**

### **Overview**

Blue Shield has a variety of relationships with other Blue Cross and/or Blue Shield Licensees. Generally, these relationships are called Inter-Plan Arrangements and they work based on rules and procedures issued by the Blue Cross Blue Shield Association. Whenever you receive Covered Services outside of California, the claims for those services may be processed through one of these Inter-Plan Arrangements described below.

When you access Covered Services outside of California, but within the United States, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands (BlueCard® Service Area), you will receive the care from one of two kinds of providers. Participating providers contract with the local Blue Cross and/or Blue Shield Licensee in that other geographic area (Host Blue). Non-participating providers don't contract with the Host Blue. Blue Shield's payment practices for both kinds of providers are described below and in the [Introduction](#) section of this Evidence of Coverage.

**Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**



See the [Care outside of California](#) section for more information about receiving care while outside of California. To find participating providers while outside of California, visit [bcbs.com](http://bcbs.com).

## Inter-Plan Arrangements

### Emergency Services

Members who experience an Emergency Medical Condition while traveling outside of California should seek immediate care from the nearest Hospital. The Benefits of this plan will be provided anywhere in the world for treatment of an Emergency Medical Condition.

### BlueCard® Program

Under the BlueCard® Program, benefits will be provided for Covered Services received outside of California, but within the BlueCard® Service Area. When you receive Covered Services within the geographic area served by a Host Blue, Blue Shield will remain responsible for doing what we agreed to in the contract. However, the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare providers, including direct payment to the provider.

Whenever you receive Covered Services outside of California, within the BlueCard Service Area, and the claim is processed through the BlueCard® Program, your Member share of cost for these services, if not a flat dollar Copayment, is calculated based on the lower of:

- The billed charges for Covered Services; or
- The negotiated price that the Host Blue makes available to Blue Shield.

Often, this negotiated price will be a simple discount that reflects an actual price that the Host Blue pays to your healthcare provider. Sometimes, it is an estimated price that takes into account special arrangements with your healthcare provider or provider group that may include types of settlements, incentive payments, and/or other credits or charges. Occasionally, it may be an average price, based on a discount that results in expected average savings for similar types of healthcare providers after taking into account the same types of transactions as with an estimated price.

Estimated pricing and average pricing, going forward, also take into account adjustments to correct for over- or underestimation of modifications of past pricing of claims as noted above. However, such adjustments will not affect the price Blue Shield used for your claim because these adjustments will not be applied retroactively to claims already paid.

To find participating BlueCard® providers you can call BlueCard Access® at 1-800-810-BLUE (2583) or go online at [bcbs.com](http://bcbs.com) and select "Find a Doctor."



Prior authorization may be required for non-emergency services. Please see the [Medical Management Programs](#) section for additional information on prior authorization and the [Emergency Benefits](#) section for information on emergency admission notification.

### **Non-participating providers outside of California**

When Covered Services are provided outside of California and within the BlueCard® Service Area by non-participating providers, the amount you pay for such services will normally be based on either the Host Blue's non-participating provider local payment, the Allowable Amount Blue Shield pays a Non-Participating Provider in California if the Host Blue has no non-participating provider allowance, or the pricing arrangements required by applicable state law. In these situations, you will be responsible for any difference between the amount that the non-participating provider bills and the payment Blue Shield will make for Covered Services as set forth in this paragraph.

If you do not see a participating provider through the BlueCard® Program, you will have to pay the entire bill for your medical care and submit a claim to the local Blue Cross and/or Blue Shield plan, or to Blue Shield of California for reimbursement. Blue Shield will review your claim and notify you of its coverage determination within 30 days after receipt of the claim; you will be reimbursed as described in the preceding paragraph. Remember, your share of cost is higher when you see a non-participating provider.

Federal or state law, as applicable, will govern payments for out-of-network Emergency Services. Blue Shield pays claims for covered Emergency Services based on the Allowable Amount as defined in this Evidence of Coverage.

### **Blue Shield Global® Core**

#### **Care for Covered Urgent and Emergency Services outside the BlueCard Service Area**

If you are outside of the BlueCard® Service Area, you may be able to take advantage of Blue Shield Global® Core when accessing Out-of-Area Covered Health Care Services. Blue Shield Global® Core is unlike the BlueCard® Program available within the BlueCard® Service Area in certain ways. For instance, although Blue Shield Global® Core assists you with accessing a network of inpatient, outpatient, and professional providers, the network is not served by a Host Blue. As such, when you receive care from provider outside the BlueCard® Service Area, you will typically have to pay the providers and submit the claim yourself to obtain reimbursement for these services.

If you need assistance locating a doctor or hospital outside the BlueCard® Service Area you should call the service center at (800) 810-BLUE (2583) or call collect at (804) 673-1177, 24 hours a day, seven days a week. Provider

information is also available online at [www.bcbs.com](http://www.bcbs.com): select “Find a Doctor” and then “Blue Shield Global Core.”

Prior authorization is not required for Emergency Services. In an emergency, go directly to the nearest hospital. Please see the [Medical Management Programs](#) section for additional information on emergency admission notification.

### **Submitting a Blue Shield Global® Core claim**

When you pay directly for services outside the BlueCard® Service Area, you must submit a claim to obtain reimbursement. You should complete a Blue Shield Global® Core claim form and send the claim form along with the provider's itemized bill to the service center at the address provided on the form to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from Blue Shield Customer Service, the service center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com). If you need assistance with your claim submission, you should call the service center at (800) 810-BLUE (2583) or call collect at (804) 673-1177, 24 hours a day, seven days a week.

## **Special Cases: Value-Based Programs**

### **Blue Shield Value-Based Programs**

You may have access to Covered Services from providers that participate in a Blue Shield Value-Based Program. Blue Shield Value-Based Programs include, but are not limited to, Accountable Care Organizations, Episode Based Payments, Patient Centered Medical Homes, and Shared Savings arrangements.

If you receive covered services under a Blue Shield Value-Based Program, you will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement.

### **BlueCard® Program**

If you receive Covered Services under a Value-Based Program inside a Host Blue's service area, you will not be responsible for paying any of the Provider Incentives, risk-sharing, and/or Care Coordinator Fees that are a part of such an arrangement, except when a Host Blue passes these fees to Blue Shield through average pricing or fee schedule adjustments.

## **Limitation for duplicate coverage**

### **Medicare**

Blue Shield will provide Benefits before Medicare when:

- You are eligible for Medicare due to age, if the Subscriber is actively working for a group that employs 20 or more employees (as defined by Medicare Secondary Payer laws);

- You are eligible for Medicare due to disability, if the Subscriber is covered by a group that employs 100 or more employees (as defined by Medicare Secondary Payer laws); or
- You are eligible for Medicare solely due to end-stage renal disease during the first 30 months you are eligible to receive benefits for end-stage renal disease from Medicare.

Blue Shield will provide Benefits after Medicare when:

- You are eligible for Medicare due to age, if the Subscriber is actively working for a group that employs less than 20 employees (as defined by Medicare Secondary Payer laws);
- You are eligible for Medicare due to disability, if the Subscriber is covered by a group that employs less than 100 employees (as defined by Medicare Secondary Payer laws);
- You are eligible for Medicare solely due to end-stage renal disease after the first 30 months you are eligible to receive benefits for end-stage renal disease from Medicare; or
- You are retired and age 65 or older.

When Blue Shield provides Benefits after Medicare, your combined Benefits from Medicare and Blue Shield may be lower than the Medicare allowed amount but will not exceed the Medicare allowed amount. You do not have to pay any Blue Shield Deductibles, Copayments, or Coinsurance.

### **Medi-Cal**

Medi-Cal always pays for Benefits last when you have coverage from more than one payor.

### **Qualified veterans**

If you are a qualified veteran, Blue Shield will pay the reasonable value or the Allowable Amount for Covered Services you receive at a Veterans Administration facility for a condition that is not related to military service. If you are a qualified veteran who is not on active duty, Blue Shield will pay the reasonable value or the Allowable Amount for Benefits you receive at a Department of Defense facility. This includes Benefits for conditions related to military service.

### **Coverage by another government agency**

If you are entitled to receive Benefits from any federal or state governmental agency, by any municipality, county, or other political subdivision, your combined Benefits from that coverage and Blue Shield will equal but not be more than what Blue Shield would pay if you were not eligible for Benefits under that coverage. Blue Shield will provide Benefits based on the reasonable value or the Allowable Amount.

### **Exception for other coverage**

A Participating Provider may seek reimbursement from other third-party payors for the balance of their charges for services you receive under this plan.

If you recover from a third party the reasonable value of Covered Services received from a Participating Provider, the Participating Provider is not required to accept the

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fees paid by Blue Shield as payment in full. You may be liable to the Participating Provider for the difference, if any, between the fees paid by Blue Shield and the reasonable value recovered for those services.

### **Reductions – third-party liability**

If you are injured or become ill due to the act or omission of another person (a “third party”), Blue Shield shall, with respect to services required as a result of that injury, provide the Benefits of the plan and have an equitable right to restitution, reimbursement, or other available remedy to recover the amounts Blue Shield paid for services provided to you on a fee-for-service basis from any recovery (defined below) obtained by or on your behalf, from or on behalf of the third party responsible for the injury or illness, and you must agree to the provisions below. In addition, if you are injured and no other person is responsible but you receive (or are entitled to) a recovery from another source, and if Blue Shield paid Benefits for that injury, you must agree to the following provisions.

All recoveries you or your representatives obtain (whether by lawsuit, settlement, insurance, or otherwise), no matter how described or designated, must be used to reimburse Blue Shield in full for Benefits Blue Shield paid. Blue Shield's share of any recovery extends only to the amount of Benefits it has paid or will pay you or your representatives. For purposes of this provision, your representatives include, if applicable, your heirs, administrators, legal representatives, parents (if you are a minor), successors, or assignees. This is Blue Shield's right of recovery.

Blue Shield's right to restitution, reimbursement, or other available remedy is against any recovery you receive as a result of the injury or illness. This includes any amount awarded to you or received by way of court judgment, arbitration award, settlement, or any other arrangement, from any third party or third-party insurer, related to the illness or injury (the “Recovery”), whether or not you have been “made whole” by the Recovery. The amount Blue Shield seeks as restitution, reimbursement, or other available remedy will be calculated in accordance with California Civil Code Section 3040.

Blue Shield will not reduce its share of any Recovery unless, in the exercise of our discretion, Blue Shield agrees in writing to a reduction (1) because you do not receive the full amount of damages that you claimed or (2) because you had to pay attorneys' fees.

You must cooperate in doing what is reasonably necessary to assist Blue Shield with its right of recovery. You must not take any action that may prejudice Blue Shield's right of recovery.

You must tell Blue Shield promptly if you have made a claim against another party for a condition that Blue Shield has paid or may pay Benefits for. You must seek recovery of Blue Shield's payments and liabilities, and you must tell us about any recoveries you obtain, whether in or out of court. Blue Shield may seek a first priority lien on the proceeds of your claim in order to be reimbursed to the full amount of Benefits Blue Shield has paid or will pay.

Blue Shield may request that you sign a reimbursement agreement consistent with this provision. Your failure to comply with the above shall not in any way act as a waiver, release, or relinquishment of the rights of Blue Shield.

Further, if you received services from a Participating Hospital for such injuries or illness, the Hospital has the right to collect from you the difference between the amount paid by Blue Shield and the Hospital's reasonable and necessary charges for such services

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when payment or reimbursement is received by you for medical expenses. The Hospital's right to collect shall be in accordance with California Civil Code Section 3045.1.

IF THIS PLAN IS PART OF AN EMPLOYEE WELFARE BENEFIT PLAN SUBJECT TO THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974 ("ERISA"), YOU ARE ALSO REQUIRED TO DO THE FOLLOWING:

Ensure that any recovery is kept separate from and not comingled with any other funds or your general assets;

- Agree in writing that the portion of any recovery required to satisfy the lien or other right of recovery of Blue Shield is held in trust for the sole benefit of Blue Shield until such time it is conveyed to Blue Shield; and
- Direct any legal counsel retained by you or any other person acting on your behalf to hold that portion of the recovery to which Blue Shield is entitled in trust for the sole benefit of Blue Shield and to comply with and facilitate the reimbursement to Blue Shield of the monies owed.

### **Coordination of benefits, continued**

When you are covered by more than one group health plan, payments for allowable expenses will be coordinated between the two plans. Coordination of benefits ensures that benefits paid by multiple group health plans do not exceed 100% of allowable expenses. The coordination of benefits rules also determine which group health plan is primary and prevent delays in benefit payments. Blue Shield follows the rules for coordination of benefits as outlined in the California Code of Regulations, Title 28, Section 1300.67.13 to determine the order of benefit payments between two group health plans:

- When a plan does not have a coordination of benefits provision, that plan will always provide its benefits first. Otherwise, the plan covering you as an Employee will provide its benefits before the plan covering you as a Dependent.
- Coverage for Dependent children:
  - When the parents are not divorced or separated, the plan of the parent whose date of birth (month and day) occurs earlier in the year is primary.
  - When the parents are divorced and the specific terms of the court decree state that one of the parents is responsible for the health care expenses of the child, the plan of the responsible parent is primary.
  - When the parents are divorced or separated, there is no court decree, and the parent with custody has not remarried, the plan of the custodial parent is primary.
  - When the parents are divorced or separated, there is no court decree, and the parent with custody has remarried, the order of payment is as follows:
    - The plan of the custodial parent;
    - The plan of the stepparent; then
    - The plan of the non-custodial parent.

- If the above rules do not apply, the plan which has covered you for the longer period of time is the primary plan. There may be exceptions for laid-off or retired Employees.
- When Blue Shield is the primary plan, Benefits will be provided without considering the other group health plan. When Blue Shield is the secondary plan and there is a dispute as to which plan is primary, or the primary plan has not paid within a reasonable period of time, Blue Shield will provide Benefits as if it were the primary plan.
- Anytime Blue Shield makes payments over the amount they should have paid as the primary or secondary plan, Blue Shield reserves the right to recover the excess payments from the other plan or any person to whom such payments were made.

These coordination of benefits rules do not apply to the programs included in the [Limitation for Duplicate Coverage](#) section.

## **General provisions**

### **Independent contractors**

Providers are neither agents nor employees of Blue Shield but are independent contractors. In no instance shall Blue Shield be liable for the negligence, wrongful acts, or omissions of any person providing services, including any Physician, Hospital, or other Health Care Provider or their employees.

### **Assignment**

The Benefits of this plan, including payment of claims, may not be assigned without the written consent of Blue Shield. Participating Providers are paid directly by Blue Shield. When you receive Covered Services from a Non-Participating Provider, Blue Shield, at its sole discretion, may make payment to the Subscriber or directly to the Non-Participating Provider. If Blue Shield pays the Non-Participating Provider directly, such payment does not create a third-party beneficiary or other legal relationship between Blue Shield and the Non-Participating Provider. The Subscriber must make sure the Non-Participating Provider receives the full billed amount for non-emergency services, whether or not Blue Shield makes payment to the Non-Participating Provider.

### **Plan interpretation**

Blue Shield shall have the power and authority to construe and interpret the provisions of this plan, to determine the Benefits of this plan, and to determine eligibility to receive Benefits under the Contract. Blue Shield shall exercise this authority for the benefit of all Members entitled to receive Benefits under this plan.

### **Public policy participation procedure**

Blue Shield allows Members to participate in establishing the public policy of Blue Shield. Such participation is not to be used as a substitute for the grievance process.

Recommendations, suggestions or comments should be submitted in writing to:

Sr. Manager, Regulatory Filings

Blue Shield of California  
601 12<sup>th</sup> Street  
Oakland, CA 94607  
Phone: (510) 607-2065

Please include your name, address, phone number, Subscriber number, and group number with each communication. Please state the public policy issue clearly. Submit all relevant information and reasons for the policy issue with your letter.

Public policy issues will be heard as agenda items for meetings of the Board of Directors. Minutes of Board meetings will reflect decisions on public policy issues that were considered. Members who have initiated a public policy issue will be furnished with the appropriate extracts of the minutes.

At least one third of the Board of Directors is comprised of Subscribers who are not employees, providers, subcontractors or group contract brokers and who do not have financial interests in Blue Shield. The names of the members of the Board of Directors may be obtained from the Sr. Manager, Regulatory Filings as listed above.

### **Access to information**

Blue Shield may need information from medical providers, from other carriers or other entities, or from the Member, in order to administer the Benefits and eligibility provisions of this plan and the Contract. By enrolling in this health plan, each Member agrees that any provider or entity can disclose to Blue Shield that information that is reasonably needed by Blue Shield. Members also agree to assist Blue Shield in obtaining this information, if needed, (including signing any necessary authorizations) and to cooperate by providing Blue Shield with information in the Member's possession. Failure to assist Blue Shield in obtaining necessary information or refusal to provide information reasonably needed may result in the delay or denial of Benefits until the necessary information is received. Any information received for this purpose by Blue Shield will be maintained as confidential and will not be disclosed without the Member's consent, except as otherwise permitted or required by law.

### **Right of recovery**

Whenever payment on a claim is made in error, Blue Shield has the right to recover such payment from the Subscriber or, if applicable, the provider or another health benefit plan, in accordance with applicable laws and regulations. With notice, Blue Shield reserves the right to deduct or offset any amounts paid in error from any pending or future claim to the extent permitted by law. Circumstances that might result in payment of a claim in error include, but are not limited to, payment of benefits in excess of the benefits provided by the health plan, payment of amounts that are the responsibility of the Subscriber (Cost Share or similar charges), payment of amounts that are the responsibility of another payor, payments made after termination of the Subscriber's coverage, or payments made on fraudulent claims.

## Definitions

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<b>Activities of Daily Living</b>	Activities related to independence in normal everyday living. Recreational, leisure, or sports activities are not considered Activities of Daily Living.
<b>Allowable Amount</b>	<p>The maximum amount Blue Shield will pay for Covered Services, or the provider's billed charge for those Covered Services, whichever is less. Unless specified for a particular service elsewhere in this Evidence of Coverage, the Allowable Amount is:</p> <ul style="list-style-type: none"><li>• For a Participating Provider: the amount that the provider and Blue Shield have agreed by contract will be accepted as payment in full for the Covered Service rendered.</li><li>• For a Non-Participating Provider who provides Emergency Services anywhere within or outside of the United States:<ul style="list-style-type: none"><li>○ Physicians and Hospitals: the amount is the Reasonable and Customary amount; or</li><li>○ All other providers: the amount is the provider's billed charge for Covered Services, unless the provider and the local Blue Cross and/or Blue Shield plan have agreed upon some other amount.</li></ul></li><li>• For a Non-Participating Provider in California, who provides services other than Emergency Services:<ul style="list-style-type: none"><li>○ The amount Blue Shield would have allowed for a Participating Provider performing the same service in the same geographical area;</li><li>○ Non-Participating dialysis center: for services prior authorized by Blue Shield, the amount is the Reasonable and Customary amount.</li></ul></li><li>• For a provider outside of California but inside the BlueCard® Service Area, the lower of:<ul style="list-style-type: none"><li>○ The provider's billed charge, or</li><li>○ The local Blue Plan's Non-Participating Provider payment or the pricing arrangement required by applicable state law.</li></ul></li><li>• For a provider outside California and outside the BlueCard® Service Area, the amount allowed by Blue Shield Global® Core.</li><li>• For a Non-Participating Provider outside of California (within the BlueCard® Service Area) that does not contract with a local Blue Cross and/or Blue Shield plan, who provides services other than Emergency</li></ul>



	<p>Services: the amount that the local Blue Cross and/or Blue Shield plan would have allowed for a Non-Participating Provider performing the same services. Or, if the local Blue Cross and/or Blue Shield plan has no Non-Participating Provider allowance, the Allowable Amount is the amount for a Non-Participating Provider in California.</p> <ul style="list-style-type: none"> <li>For Blue Shield's contracted Benefit Administrators (MHSA, DPA, VPA), the Allowable Amount is based on the administrator's contracted rate for its participating providers.</li> </ul>
<b>Ambulatory Surgery Center</b>	<p>An outpatient surgery facility that meets both of the following requirements:</p> <ul style="list-style-type: none"> <li>Is a licensed facility accredited by an ambulatory surgery center accrediting body; and</li> <li>Provides services as a free-standing ambulatory surgery center, which is not otherwise affiliated with a Hospital.</li> </ul>
<b>ASH Participating Provider</b>	<p>A Physician or Health Care Provider under contract with ASH Plans to provide Covered Services to Members.</p>
<b>Behavioral Health Treatment (BHT)</b>	<p>Professional services and treatment programs that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism. BHT includes applied behavior analysis and evidence-based intervention programs.</p>
<b>Benefits (Covered Services)</b>	<p>Medically Necessary services and supplies you are entitled to receive pursuant to the Contract.</p>
<b>Benefit Administrator</b>	<p>Administrator for specialized Benefits such as mental health and substance use disorder Benefits</p>
<b>Blue Shield of California</b>	<p>California Physicians' Service, d/b/a Blue Shield of California, is a California not-for-profit corporation, licensed as a health care service plan. It is referred to throughout this Evidence of Coverage as Blue Shield.</p>
<b>BlueCard® Service Area</b>	<p>The United States, Commonwealth of Puerto Rico, and U.S. Virgin Islands.</p>
<b>Calendar Year</b>	<p>The 12-month consecutive period beginning on January 1 and ending on December 31 of the same year.</p>
<b>Care Coordination</b>	<p>Organized, information-driven patient care activities intended to facilitate the appropriate responses to a Member's healthcare needs across the continuum of care.</p>

<b>Care Coordinator</b>	An individual within a provider organization who facilitates Care Coordination for patients.
<b>Care Coordinator Fee</b>	A fixed amount paid by a Blue Cross and/or Blue Shield Licensee to providers periodically for Care Coordination under a Value-Based Program.
<b>Coinsurance</b>	The percentage amount that a Member is required to pay for Covered Services after meeting any applicable Deductible.
<b>Continuous Nursing Services</b>	Nursing care provided on a continuous hourly basis, rather than intermittent home visits for Members enrolled in a Hospice Program. Continuous home care can be provided by a registered or licensed vocational nurse, but is only available for brief periods of crisis and only as necessary to maintain the terminally ill patient at home.
<b>Copayment</b>	The specific dollar amount that a Member is required to pay for Covered Services after meeting any applicable Deductible.
<b>Cost Share</b>	Any applicable Deductibles, Copayment, and Coinsurance.
<b>Covered Services (Benefits)</b>	Medically Necessary services and supplies you are entitled to receive pursuant to the Contract.
<b>Deductible</b>	The Calendar Year amount you must pay for specific Covered Services before Blue Shield pays for Covered Services pursuant to the Contract.
<b>Domestic Partner</b>	<p>An individual who is personally related to the Subscriber by a domestic partnership that meets all the following requirements:</p> <ul style="list-style-type: none"> <li>• Both partners are 18 years of age or older, except as provided in Section 297.1 of the California Family Code;</li> <li>• The partners have chosen to share one another's lives in an intimate and committed relationship of mutual caring;</li> <li>• The partners are: <ul style="list-style-type: none"> <li>○ not currently married to someone else or a member of another domestic partnership, and</li> <li>○ not so closely related by blood that legal marriage or registered domestic partnership would otherwise be prohibited;</li> </ul> </li> <li>• Both partners are capable of consenting to the domestic partnership; and</li> <li>• The partners have filed a Declaration of Domestic Partnership with the Secretary of State. (Note, some</li> </ul>

	<p>Employers may permit partners who meet the above criteria but have not filed a Declaration of Domestic Partnership with the Secretary of State to be eligible for coverage as a Domestic Partner under this Plan. If permitted by your Employer, such individuals are included in the term “Domestic Partner” as used in this Evidence of Coverage; however, the partnership may not be recognized by the State for other purposes as the partners do not meet the definition of “Domestic Partner” established under Section 297 of the California Family Code).</p> <p>The domestic partnership is deemed created on the date when both partners meet the above requirements.</p>
<p><b>Emergency Medical Condition</b></p>	<p>A medical condition, including a psychiatric emergency, manifesting itself by acute symptoms of sufficient severity, including severe pain, such that you reasonably believe the absence of immediate medical attention could result in any of the following:</p> <ul style="list-style-type: none"> <li>• Placing your health in serious jeopardy (including the health of a pregnant woman or her unborn child);</li> <li>• Serious impairment to bodily functions;</li> <li>• Serious dysfunction of any bodily organ or part;</li> <li>• Danger to yourself or to others; or</li> <li>• Inability to provide for, or utilize, food, shelter, or clothing, due to a mental disorder.</li> </ul>
<p><b>Emergency Services</b></p>	<p>The following services provided for an Emergency Medical Condition:</p> <ul style="list-style-type: none"> <li>• Medical screening, examination, and evaluation by a Physician and surgeon, or other appropriately licensed persons under the supervision of a Physician and surgeon, to determine if an Emergency Medical Condition or active labor exists and, if it does, the care, treatment, and surgery necessary to relieve or eliminate the Emergency Medical Condition, within the capability of the facility;</li> <li>• Additional screening, examination, and evaluation by a Physician, or other personnel within the scope of their licensure and clinical privileges, to determine if a psychiatric Emergency Medical Condition exists, and the care and treatment necessary to relieve or eliminate the psychiatric Emergency Medical Condition, within the capability of the facility; and</li> <li>• Care and treatment necessary to relieve or eliminate a psychiatric Emergency Medical Condition may include admission or transfer to a psychiatric unit within a</li> </ul>

	general acute care Hospital or to an acute psychiatric Hospital.
<b>Employee</b>	An individual who meets the eligibility requirements set forth in the Contract between Blue Shield and the Employer.
<b>Employer (Contractholder)</b>	Any person, firm, proprietary or non-profit corporation, partnership, public agency, or association that has at least 101 employees and that is actively engaged in business or service, in which a bona fide employer-employee relationship exists, in which the majority of employees were employed within this state, and which was not formed primarily for purposes of buying health care coverage or insurance.
<b>Experimental or Investigational</b>	<p>Any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies that are not recognized in accordance with generally accepted professional medical standards as being safe and effective for use in the treatment of the illness, injury, or condition at issue.</p> <p>Services that require approval by the Federal government or any agency thereof, or by any State government agency, prior to use and where such approval has not been granted at the time the services or supplies were rendered, shall be considered experimental or investigational in nature.</p> <p>Services or supplies that themselves are not approved or recognized in accordance with accepted professional medical standards, but nevertheless are authorized by law or by a government agency for use in testing, trials, or other studies on human patients, shall be considered experimental or investigational in nature.</p>
<b>Family</b>	The Subscriber and all enrolled Dependents.
<b>Group Health Service Contract (Contract)</b>	The contract for health coverage between Blue Shield and the Employer (Contractholder) that establishes the Benefits that Subscribers and Dependents are entitled to receive.
<b>Health Care Provider</b>	<p>An appropriately licensed or certified professional who provides health care services within the scope of that license, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Acupuncturist;</li> <li>• Audiologist;</li> <li>• Board certified behavior analyst (BCBA);</li> <li>• Certified nurse midwife;</li> <li>• Chiropractor;</li> <li>• Clinical nurse specialist;</li> <li>• Dentist;</li> <li>• Hearing aid supplier;</li> </ul>

	<ul style="list-style-type: none"> <li>• Licensed clinical social worker;</li> <li>• Licensed midwife;</li> <li>• Licensed professional clinical counselor (LPCC);</li> <li>• Licensed vocational nurse;</li> <li>• Marriage and family therapist;</li> <li>• Massage therapist;</li> <li>• Naturopath;</li> <li>• Nurse anesthetist (CRNA);</li> <li>• Nurse practitioner;</li> <li>• Occupational therapist;</li> <li>• Optician;</li> <li>• Optometrist;</li> <li>• Pharmacist;</li> <li>• Physical therapist;</li> <li>• Physician;</li> <li>• Physician assistant;</li> <li>• Podiatrist;</li> <li>• Psychiatric/mental health registered nurse;</li> <li>• Psychologist;</li> <li>• Registered dietician;</li> <li>• Registered nurse;</li> <li>• Registered respiratory therapist;</li> <li>• Speech and language pathologist.</li> </ul>
<p><b>Hemophilia Home Infusion Provider</b></p>	<p>A provider that furnishes blood factor replacement products and services for in-home treatment of blood disorders such as hemophilia.</p> <p>A Participating home infusion agency may not be a Participating Hemophilia Infusion Provider if it does not have an agreement with Blue Shield to furnish blood factor replacement products and services.</p>
<p><b>Home Health Aide</b></p>	<p>An individual who has successfully completed a state-approved training program, is employed by a home health agency or Hospice program, and provides personal care services in the home.</p>
<p><b>Hospital</b></p>	<p>An entity that meets one of the following criteria:</p> <ul style="list-style-type: none"> <li>• A licensed and accredited facility primarily engaged in providing medical, diagnostic, surgical, or psychiatric services for the care and treatment of sick and injured persons on an inpatient basis, under the supervision of an organized medical staff, and that provides 24-hour a day nursing service by registered nurses;</li> <li>• A psychiatric health care facility as defined in Section 1250.2 of the California Health and Safety Code.</li> <li>• A facility that is principally a rest home, nursing home, or home for the aged, is not included in this definition.</li> </ul>

<b>Host Blue</b>	The local Blue Cross and/or Blue Shield licensee in a geographic area outside of California, within the BlueCard® Service Area.
<b>Infertility</b>	<p>May be either of the following:</p> <ul style="list-style-type: none"> <li>• A demonstrated condition recognized by a licensed Physician or surgeon as a cause for Infertility; or</li> <li>• The inability to conceive a pregnancy or to carry a pregnancy to a live birth after a year of regular sexual relations without contraception.</li> </ul>
<b>Intensive Outpatient Program</b>	An outpatient treatment program for Mental Health Conditions or Substance Use Disorder Conditions that provides structure, monitoring, and medical/psychological intervention at least three hours per day, three times per week.
<b>Inter-Plan Arrangements</b>	Blue Shield's relationships with other Blue Cross and/or Blue Shield licensees, governed by the Blue Cross Blue Shield Association.
<b>Late Enrollee</b>	An eligible Employee or Dependent who declined enrollment in this coverage at the time of the initial enrollment period, and who subsequently requests enrollment for coverage, provided that the initial enrollment period was a period of at least 30 days. Coverage is effective for a Late Enrollee the earlier of 12 months from the date a written request for coverage is made or at the Employer's next open enrollment period.
<b>Medical Necessity (Medically Necessary)</b>	<p>Benefits are provided only for services that are Medically Necessary.</p> <p>Services that are Medically Necessary include only those which have been established as safe and effective, are furnished under generally accepted professional standards to treat illness, injury, or medical condition, and which, as determined by Blue Shield, are:</p> <ul style="list-style-type: none"> <li>• Consistent with Blue Shield medical policy;</li> <li>• Consistent with the symptoms or diagnosis;</li> <li>• Not furnished primarily for the convenience of the patient, the attending Physician or other provider;</li> <li>• Furnished at the most appropriate level that can be provided safely and effectively to the patient; and</li> <li>• 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 the Member's illness, injury, or disease.</li> </ul> <p>Hospital inpatient services that are Medically Necessary include only those services that satisfy the above requirements,</p>

	<p>require the acute bed-patient (overnight) setting, and could not have been provided in a Physician's office, the Outpatient Department of a Hospital, or in another lesser facility without adversely affecting the patient's condition or the quality of medical care rendered.</p> <p>Inpatient admission is not Medically Necessary for certain services, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Diagnostic studies that can be provided on an outpatient basis;</li> <li>• Medical observation or evaluation;</li> <li>• Personal comfort;</li> <li>• Pain management that can be provided on an outpatient basis; and</li> <li>• Inpatient rehabilitation that can be provided on an outpatient basis.</li> </ul> <p>Blue Shield reserves the right to review all services to determine whether they are Medically Necessary, and may use the services of Physician consultants, peer review committees of professional societies or Hospitals, and other consultants.</p>
<b>Member</b>	An individual who is enrolled and maintains coverage in the plan pursuant to the Contract as either a Subscriber or a Dependent. Use of "you" in this document refers to the Member.
<b>Mental Health Service Administrator (MHSA)</b>	The MHSA is a specialized health care service plan licensed by the California Department of Managed Health Care. Blue Shield contracts with the MHSA to administer Blue Shield's Mental Health and Substance Use Disorder Services through a separate network of MHSA Participating Providers.
<b>MHSA Non-Participating Provider</b>	A provider who does not have an agreement in effect with the MHSA for the provision of Mental Health Services or Substance Use Disorder Services.
<b>MHSA Participating Provider</b>	A provider who has an agreement in effect with the MHSA for the provision of Mental Health or Substance Use Disorder Services.
<b>Non-Participating (Non-Participating Provider)</b>	Any provider who does not participate in this plan's network and does not contract with Blue Shield to accept Blue Shield's payment, plus any applicable Member Cost Share, or amounts in excess of specified Benefit maximums, as payment in full for Covered Services. Also referred to as an out-of-network provider.

<b>Other Outpatient Mental Health and Substance Use Disorder Services</b>	<p>Outpatient Facility and professional services for the diagnosis and treatment of Mental Health and Substance Use Disorder Conditions, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Partial Hospitalization;</li> <li>• Intensive Outpatient Program;</li> <li>• Electroconvulsive therapy;</li> <li>• Office-based opioid treatment;</li> <li>• Transcranial magnetic stimulation;</li> <li>• Behavioral Health Treatment; and</li> <li>• Psychological Testing.</li> </ul> <p>These services may also be provided in the office, home, or other non-institutional setting.</p>
<b>Out-of-Area Covered Health Care Services</b>	<p>Medically Necessary Emergency Services, Urgent Services or Out-of-Area Follow-up Care provided outside the Plan Service Area.</p>
<b>Out-of-Area Follow-up Care</b>	<p>Non-emergent Medically Necessary services to evaluate your progress after Emergency or Urgent Services are provided outside the Plan Service Area.</p>
<b>Out-of-Pocket Maximum</b>	<p>The highest Deductible, Copayment, and Coinsurance amount an individual or Family is required to pay for designated Covered Services each year as indicated in the <a href="#">Summary of Benefits</a> section. Charges for services that are not covered, charges in excess of the Allowable Amount or contracted rate do not accrue to the Calendar Year Out-of-Pocket Maximum.</p>
<b>Outpatient Department of a Hospital</b>	<p>Any department or facility integrated with the Hospital that provides outpatient services under the Hospital's license, which may or may not be physically separate from the Hospital.</p>
<b>Outpatient Facility</b>	<p>A licensed facility that provides medical and/or surgical services on an outpatient basis but is not a Physician's office or a Hospital.</p>
<b>Partial Hospitalization Program (Day Treatment)</b>	<p>An outpatient treatment program that may be free-standing or Hospital-based and provides services at least five hours per day, four days per week. You may be admitted directly to this level of care or transferred from inpatient care following stabilization.</p>
<b>Participating Hospice or Participating Hospice Agency</b>	<p>An entity that has either contracted with Blue Shield or has received prior approval from Blue Shield to provide Hospice service Benefits.</p>



<b>Participating (Participating Provider)</b>	A provider who participates in this plan's network and contracts with Blue Shield to accept Blue Shield's payment, plus any applicable Member Cost Share, as payment in full for Covered Services. Also referred to as an in-network provider.
<b>Physician</b>	An individual licensed and authorized to engage in the practice of medicine.
<b>Plan Service Area</b>	A geographical area designated by the plan within which a plan shall provide health care services.
<b>Premium (Dues)</b>	The monthly prepayment amount made to Blue Shield on behalf of each Member by the Contractholder for coverage under the Contract.
<b>Preventive Health Services</b>	Preventive medical services for early detection of disease, including related laboratory services, as specifically described in the <a href="#">Preventive Health Services</a> section.
<b>Primary Care Physician (PCP)</b>	A general or family practitioner, internist, obstetrician/gynecologist, or pediatrician. Your PCP will be assigned to you at enrollment and can be your first point of contact when you need Covered Services.
<b>Provider Incentive</b>	An additional amount of compensation paid to a Health Care Provider by a Blue Cross and/or Blue Shield Plan, based on the provider's compliance with agreed-upon procedural and/or outcome measures for a particular group of covered persons.
<b>Qualifying Event</b>	A change in your life that can make you eligible for a special enrollment period to enroll in health coverage.
<b>Reasonable and Customary</b>	In California: the lower of the provider's billed charge or the amount established by Blue Shield pursuant to applicable state law to be the reasonable and customary value for the services rendered by a Non-Participating Provider.
<b>Reconstructive Surgery</b>	<p>Surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following:</p> <ul style="list-style-type: none"> <li>• Improve function; or</li> <li>• Create a normal appearance to the extent possible, including dental and orthodontic services that are an integral part of surgery for cleft palate procedures.</li> </ul>
<b>Serious Emotional Disturbances of a Child</b>	A minor under the age of 18 years who has one or more mental disorders in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (other than a

	<p>primary substance use disorder or developmental disorder), that results in behavior inappropriate for the child's age according to expected developmental norms.</p> <p>The child must meet the criteria in paragraph (2) of subdivision (a) of Section 5600.3 of the Welfare and Institutions Code. This section states that members of this population shall meet one or more of the following criteria:</p> <ul style="list-style-type: none"> <li>• As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: <ul style="list-style-type: none"> <li>○ Self-care;</li> <li>○ School functioning;</li> <li>○ Family relationships;</li> <li>○ Ability to function in the community; and</li> <li>○ Either the child is at risk of removal from home or has already been removed from the home or the mental disorder and impairments have been present for more than 6 months or are likely to continue for more than one year without treatment;</li> </ul> </li> <li>• The child displays one of the following: <ul style="list-style-type: none"> <li>○ Psychotic features;</li> <li>○ Risk of suicide; or</li> <li>○ Risk of violence due to a mental disorder;</li> </ul> </li> <li>• The child meets special education eligibility requirements under Chapter 26.5 (starting with Section 7570) of Division 7 of Title 1 of the Government Code.</li> </ul>
<p><b>Severe Mental Illnesses</b></p>	<p>Conditions with the following diagnoses:</p> <ul style="list-style-type: none"> <li>• Schizophrenia</li> <li>• Schizoaffective disorder</li> <li>• Bipolar disorder (manic depressive illness)</li> <li>• Major depressive disorders</li> <li>• Panic disorder</li> <li>• Obsessive-compulsive disorder</li> <li>• Pervasive developmental disorder or autism</li> <li>• Anorexia nervosa</li> <li>• Bulimia nervosa</li> </ul>
<p><b>Skilled Nursing</b></p>	<p>Services performed by a licensed nurse who is either a registered nurse or a licensed vocational nurse.</p>
<p><b>Skilled Nursing Facility (SNF)</b></p>	<p>A health facility or a distinct part of a Hospital with a valid license issued by the California Department of Public Health that provides continuous Skilled Nursing care to patients whose primary need is for availability of Skilled Nursing care on a 24-hour basis.</p>

<b>Specialist</b>	<p>Specialists include Physicians with a specialty as follows:</p> <ul style="list-style-type: none"> <li>• Allergy;</li> <li>• Anesthesiology;</li> <li>• Dermatology;</li> <li>• Cardiology and other internal medicine specialists;</li> <li>• Neonatology;</li> <li>• Neurology;</li> <li>• Oncology;</li> <li>• Ophthalmology;</li> <li>• Orthopedics;</li> <li>• Pathology;</li> <li>• Psychiatry;</li> <li>• Radiology;</li> <li>• Any surgical specialty;</li> <li>• Otolaryngology;</li> <li>• Urology; and</li> <li>• Other designated as appropriate.</li> </ul>
<b>Subacute Care</b>	<p>Skilled Nursing or skilled rehabilitation provided in a hospital or Skilled Nursing Facility to patients who require skilled care such as nursing services, physical, occupational or speech therapy, a coordinated program of multiple therapies or who have medical needs that require daily registered nurse monitoring. A facility that is primarily a rest-home, convalescent facility, or home for the aged is not included.</p>
<b>Subscriber</b>	<p>An eligible Employee who is enrolled and maintains coverage under the Contract.</p>
<b>Total Disability (Totally Disabled)</b>	<p>In the case of an Employee, or Member 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, in view of the individual's station in life and physical and mental capacity.</p> <p>In the case of a Dependent, 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, in view of the individual's station in life and physical and mental capacity.</p>
<b>Value-Based Program</b>	<p>An outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local providers that is evaluated against cost and quality metrics/factors and is reflected in Provider payment.</p>

**Urgent Services**

Those Covered Services rendered outside of the Plan Service Area (other than Emergency Services) which are Medically Necessary to prevent serious deterioration of your health resulting from unforeseen illness, injury or complications of an existing medical condition, for which treatment cannot reasonably be delayed until you return to the Plan Service Area.

## Notices about your plan

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**Notice about this group health plan:** Blue Shield makes this health plan available to Employees through a contract with the Employer. The Contract includes the terms in this Evidence of Coverage, as well as other terms. A copy of the Contract is available upon request. A Summary of Benefits is provided with, and is incorporated as part of, the Evidence of Coverage. The Summary of Benefits sets forth your Cost Share for Covered Services under this plan.

**Notice about plan Benefits:** Benefits are only available for services and supplies you receive while covered by this plan. You do not have the right to receive the Benefits of this plan after coverage ends, except as specifically provided under the [Extension of Benefits](#) section and, when applicable, the [Continuation of group coverage](#) section. Blue Shield may change Benefits during the term of coverage as specifically stated in this Evidence of Coverage. Benefit changes, including any reduction in Benefits or elimination of Benefits, apply to services or supplies you receive on or after the effective date of the change.

**Notice about Medical Necessity:** Benefits are only available for services and supplies that are Medically Necessary. Blue Shield reserves the right to review all claims to determine if a service or supply is Medically Necessary. A Physician or other Health Care Provider's decision to prescribe, order, recommend, or approve a service or supply does not, in itself, make it Medically Necessary.

**Notice about reproductive health services:** Some Hospitals and providers do not provide one or more of the following services that may be covered under your plan and that you or your family member might need:

- Family planning;
- Contraceptive services, including emergency contraception;
- Sterilization, including tubal ligation at the time of labor and delivery;
- Infertility treatments; or
- Abortion.

You should obtain more information before you enroll. Call your prospective doctor, medical group, independent practice association, or clinic, or contact Customer Service to ensure that you can obtain the health care services you need.

**Notice about Participating Providers:** Blue Shield contracts with Hospitals and Physicians to provide services to Members for specified rates. This contractual agreement may include incentives to manage all services for Members in an appropriate manner consistent with the Contract. To learn more about this payment system, contact Customer Service.

**Notice about Manifest MedEx participation:** Blue Shield participates in the Manifest MedEx health information exchange (HIE). Blue Shield makes its Members' health information available to Manifest MedEx for access by their authorized Health Care Providers. Manifest MedEx is an independent, not-for-profit organization that maintains a statewide database of electronic patient records that includes health information contributed by doctors, health care facilities, health care service plans, and health insurance companies. Authorized Health Care Providers may securely access their **Questions? Visit [blueshieldca.com](https://blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**

patients' health information through the Manifest MedEx HIE to support the provision of care.

Manifest MedEx respects Members' right to privacy and follows applicable state and federal privacy laws. Manifest MedEx uses advanced security systems and modern data encryption techniques to protect Members' privacy and the security of their personal information. The Manifest MedEx notice of privacy practices is posted on its website at [manifestmedex.org](http://manifestmedex.org).

You have the right to direct Manifest MedEx not to share your health information with your Health Care Providers. Although opting out of Manifest MedEx may limit your Health Care Provider's ability to quickly access important health care information about you, your Blue Shield coverage will not be affected by an election to opt-out of Manifest MedEx. No doctor or Hospital participating in Manifest MedEx will deny medical care to a patient who chooses not to participate in the Manifest MedEx HIE.

If you do not wish to have your health care information displayed in Manifest MedEx, you should fill out the online form at [manifestmedex.org/opt-out](http://manifestmedex.org/opt-out) or call Manifest MedEx at (888) 510-7142.

**Notice about organ and tissue donation:** More than 120,000 people in the United States need an organ or tissue transplant. Each person on the transplant waiting list faces death. One person on this list dies every three hours while waiting for an available organ or tissue.

Many Californians are eligible to become organ and tissue donors. To learn more about organ and tissue donation, or to register as a donor, visit Donor Network West ([donornetworkwest.org](http://donornetworkwest.org)) or Donate Life California ([donatelifecalifornia.org](http://donatelifecalifornia.org)). You may also call the nearest city's regional organ procurement agency for additional information.

**Notice about confidentiality of personal and health information:** Blue Shield protects the privacy of individually-identifiable personal information, including protected health information. Individually-identifiable personal information includes health, financial, and/or demographic information - such as name, address, and Social Security number. Blue Shield will not disclose this information without authorization, except as permitted or required by law.

A STATEMENT DESCRIBING BLUE SHIELD'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

Blue Shield's "Notice of Privacy Practices" can be obtained either by calling Customer Service or by visiting [blueshieldca.com](http://blueshieldca.com).

Members who are concerned that Blue Shield may have violated their privacy rights, or who disagree with a decision Blue Shield made about access to their individually-identifiable personal information, may contact Blue Shield at:

Blue Shield of California Privacy Office  
P.O. Box 272540  
Chico, CA 95927-2540

## Notice informing individuals about nondiscrimination and accessibility requirements

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### DISCRIMINATION IS AGAINST THE LAW

Blue Shield of California complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, ancestry, religion, age, disability, sex, marital status, gender, gender identity, or sexual orientation. Blue Shield of California does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Blue Shield of California:

- Provides aids and services at no cost to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (including large print, audio, accessible electronic formats and other formats)
- Provides language services at no cost to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact the Blue Shield of California Civil Rights Coordinator.

If you believe that Blue Shield of California has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with:

Blue Shield of California Civil Rights Coordinator  
P.O. Box 629007  
El Dorado Hills, CA 95762-9007

Phone: (844) 831-4133 (TTY: 711)

Fax: (916) 350-7405

Email: [BlueShieldCivilRightsCoordinator@blueshieldca.com](mailto:BlueShieldCivilRightsCoordinator@blueshieldca.com)

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, our Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue SW.  
Room 509F, HHH Building  
Washington, DC 20201  
(800) 368-1019; TTY: (800) 537-7697

Complaint forms are available at [www.hhs.gov/ocr/office/file/index.html](http://www.hhs.gov/ocr/office/file/index.html).

**Questions? Visit [blueshieldca.com](http://blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.**

Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.



## Language access services

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**IMPORTANT:** Can you read this letter? If not, we can have somebody help you read it. You may also be able to get this letter written in your language. For help at no cost, please call right away at the Member/Customer Service telephone number on the back of your Blue Shield ID card, or (866) 346-7198.

**IMPORTANTE:** ¿Puede leer esta carta? Si no, podemos hacer que alguien le ayude a leerla. También puede recibir esta carta en su idioma. Para ayuda sin cargo, por favor llame inmediatamente al teléfono de Servicios al miembro/cliente que se encuentra al reverso de su tarjeta de identificación de Blue Shield o al (866) 346-7198. (Spanish)

**重要通知：** 您能讀懂這封信嗎？如果不能，我們可以請人幫您閱讀。這封信也可以用您所講的語言書寫。如需免費幫助，請立即撥打登列在您的Blue Shield ID卡背面上的會員/客戶服務部的電話，或者撥打電話 (866) 346-7198。(Chinese)

**QUAN TRỌNG:** Quý vị có thể đọc lá thư này không? Nếu không, chúng tôi có thể nhờ người giúp quý vị đọc thư. Quý vị cũng có thể nhận lá thư này được viết bằng ngôn ngữ của quý vị. Để được hỗ trợ miễn phí, vui lòng gọi ngay đến Ban Dịch vụ Hội viên/Khách hàng theo số ở mặt sau thẻ ID Blue Shield của quý vị hoặc theo số (866) 346-7198. (Vietnamese)

**MAHALAGA:** Nababasa mo ba ang sulat na ito? Kung hindi, maari kaming kumuha ng isang tao upang matulungan ka upang mabasa ito. Maari ka ring makakuha ng sulat na ito na nakasulat sa iyong wika. Para sa libreng tulong, mangyaring tumawag kaagad sa numerong telepono ng Miyembro/Customer Service sa likod ng iyong Blue Shield ID kard, o (866) 346-7198. (Tagalog)

**Baa' ákohwiindzindooígí:** Díí naaltsoosish yíiniłta'go bíniíghah? Doo bíniíghahgóó éí, naaltsoos nich'í' yiidóolta'hígíí la' nihee hółó. Díí naaltsoos ałdó' t'áá Diné k'ehjí ádoolnííł nínízingo bííghah. Doo baqah ílinígó shiká' adoowoł nínízingó nihich'í' béesh bee hodiilnih dóó námboo éí díí Blue Shield bee néiho'díłzinígí bine'déé' bikáá' éí doodagó éí (866) 346-7198 jí' hodiilnih. (Navajo)

**중요:** 이 서신을 읽을 수 있으세요? 읽으실 수 경우, 도움을 드릴 수 있는 사람이 있습니다. 또한 다른 언어로 작성된 이 서신을 받으실 수도 있습니다. 무료로 도움을 받으시려면 Blue Shield ID 카드 뒷면의 회원/고객 서비스 전화번호 또는 (866) 346-7198로 지금 전환하세요. (Korean)

**ԿԱՐԵՎՈՐ Է:** Կարողանում ե՞ք կարդալ այս նամակը: Եթե ոչ, ապա մենք կօգնենք ձեզ: Դուք պետք է նաև կարողանաք ստանալ այս նամակը ձեր լեզվով: Օտարալոթյունն անվճար է: Խնդրում ենք անմիջապես զանգահարել Հաճախորդների սպասարկման բաժնի հեռախոսահամարով, որը նշված է ձեր Blue Shield ID քարտի ետևի մասում, կամ (866) 346-7198 համարով: (Armenian)

**ВАЖНО:** Не можете прочесть данное письмо? Мы поможем вам, если необходимо. Вы также можете получить это письмо написанное на вашем родном языке. Позвоните в Службу клиентской/членской поддержки прямо сейчас по телефону, указанному сзади идентификационной карты Blue Shield, или по телефону (866) 346-7198, и вам помогут совершенно бесплатно. (Russian)

**重要：** お客様は、この手紙を読むことができますか？もし読むことができない場合、弊社が、お客様をサポートする人物を手配いたします。また、お客様の母国語で書かれた手紙をお送りすることも可能です。無料のサポートを希望される場合は、Blue Shield IDカードの裏面に記載されている会員/お客様サービスの電話番号、または、(866) 346-7198にお電話をおかけください。(Japanese)

Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.

**مهم:** آیا می‌توانید این نامه را بخوانید؟ اگر پاسختان منفی است، می‌توانیم کسی را برای کمک به شما در اختیارتان قرار دهیم. حتی می‌توانید نسخه مکتوب این نامه را به زبان خودتان دریافت کنید. برای دریافت کمک رایگان، لطفاً بدون فوت وقت از طریق شماره تلفنی که در پشت کارت شناسی Blue Shield تان درج شده است و یا از طریق شماره تلفن 346-7198 (866) با خدمات اعضا/مشتری تماس بگیرید.  
(Persian)

**ਮੱਤਵਪੂਰਨ:** ਕੀ ਤੁਸੀਂ ਇਸ ਪੱਤਰ ਨੂੰ ਪੜ੍ਹ ਸਕਦੇ ਹੋ? ਜੇ ਨਹੀਂ ਤਾਂ ਇਸ ਨੂੰ ਪੜ੍ਹਨ ਵਿਚ ਮਦਦ ਲਈ ਅਸੀਂ ਕਿਸੇ ਵਿਅਕਤੀ ਦਾ ਪ੍ਰਬੰਧ ਕਰ ਸਕਦੇ ਹਾਂ। ਤੁਸੀਂ ਇਹ ਪੱਤਰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਲਿਖਿਆ ਹੋਇਆ ਵੀ ਪ੍ਰਾਪਤ ਕਰ ਸਕਦੇ ਹੋ। ਮੁਫਤ ਵਿਚ ਮਦਦ ਪ੍ਰਾਪਤ ਕਰਨ ਲਈ ਤੁਹਾਡੇ Blue Shield ID ਕਾਰਡ ਦੇ ਪਿੱਛੇ ਦਿੱਤੇ ਮੈਂਬਰ/ਕਸਟਮਰ ਸਰਵਿਸ ਟੈਲੀਫੋਨ ਨੰਬਰ ਤੇ, ਜਾਂ (866) 346-7198 ਤੇ ਕਾਲ ਕਰੋ। (Punjabi)

**ប្រការសំខាន់៖** តើអ្នកអាចលិខិតនេះ បានដែរឬទេ? បើមិនអាចទេ យើងអាចឲ្យគេជួយអ្នកក្នុងការអានលិខិតនេះ។ អ្នកក៏អាចទទួលបានលិខិតនេះជាភាសារបស់អ្នកផងដែរ។ សម្រាប់ជំនួយដោយឥតគិតថ្លៃ សូមហៅទូរស័ព្ទភ្លាមៗទៅកាន់លេខទូរស័ព្ទសេវាសមាជិក/អតិថិជនដែលមាននៅលើខ្ទងប័ណ្ណសម្គាល់ Blue Shield របស់អ្នក ឬតាមរយៈលេខ (866) 346-7198។ (Khmer)

**المهم:** هل تستطيع قراءة هذا الخطاب؟ أن لم تستطع قراءته، يمكننا إحضار شخص ما ليساعدك في قراءته. قد تحتاج أيضاً إلى الحصول على هذا الخطاب مكتوباً بلغتك. للحصول على المساعدة بدون تكلفة، يرجى الاتصال الآن على رقم هاتف خدمة العملاء/أحد الأعضاء المدون على الجانب الخلفي من بطاقة الهوية Blue Shield أو على الرقم (866) 346-7198. (Arabic).

**TSEEM CEEB:** Koj pos tuaj yeem nyeem tau tsab ntawv no? Yog hais tias nyeem tsis tau, peb tuaj yeem nrhiav ib tug neeg los pab nyeem nws rau koj. Tej zaum koj kuj yuav tau txais muab tsab ntawv no sau ua koj hom lus. Rau kev pab txhais dawb, thov hu kiag rau tus xov tooj Kev Pab Cuam Tub Koom Xeeb/Tub Lag Luam uas nyob rau sab nraum nrob qaum ntawm koj daim npav Blue Shield ID, los yog hu rau tus xov tooj (866) 346-7198. (Hmong)

**สำคัญ:** คุณอ่านจดหมายฉบับนี้ได้หรือไม่ หากไม่ได้ โปรดขอความช่วยเหลือจากผู้อ่านได้ คุณอาจได้รับจดหมายฉบับนี้เป็นภาษาของคุณ หากต้องการความช่วยเหลือโดยไม่มีค่าใช้จ่าย โปรดติดต่อฝ่ายบริการลูกค้า/สมาชิกทางเบอร์โทรศัพท์ในบัตรประจำตัว Blue Shield ของคุณ หรือโทร (866) 346-7198 (Thai)

**महत्वपूर्ण:** क्या आप इस पत्र को पढ़ सकते हैं? यदि नहीं, तो हम इसे पढ़ने में आपकी मदद के लिए किसी व्यक्ति का प्रबंध कर सकते हैं। आप इस पत्र को अपनी भाषा में भी प्राप्त कर सकते हैं। निःशुल्क मदद प्राप्त करने के लिए अपने Blue Shield ID कार्ड के पीछे दिए गये मंबर/कस्टमर सर्विस टेलीफोन नंबर, या (866) 346-7198 पर कॉल करें। (Hindi)

**ສິ່ງສໍາຄັນ:** ທ່ານສາມາດອ່ານຈົດໝາຍນີ້ໄດ້ບໍ່? ຖ້າອ່ານບໍ່ໄດ້, ພວກເຮົາສາມາດໃຫ້ບາງຄົນຊ່ວຍອ່ານໃຫ້ທ່ານໄດ້. ທ່ານຍັງສາມາດຂໍໃຫ້ແປຈົດໝາຍນີ້ເປັນພາສາຂອງທ່ານໄດ້. ສໍາລັບຄວາມຊ່ວຍເຫຼືອແບບບໍ່ເສຍຄ່າ, ກະລຸນາ ໂທຫາເບີໂທຂອງຝ່າຍບໍລິການສະມາຊິກ/ລູກຄ້າໃນທັນທີເບີໂທລະສັບຢູ່ດ້ານຫຼັງບັດສະມາຊິກ Blue Shield ຂອງທ່ານ, ຫຼືໂທໄປຫາເບີ(866) 346-7198. (Laotian)

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Questions? Visit [blueshieldca.com](https://www.blueshieldca.com), use the Blue Shield mobile app, or call Customer Service at 1-888-256-1915.