

# Preferred Plan

## **Benefit Booklet**

SISC

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Effective Date: October 1, 2013

An independent member of the Blue Shield Association



**PLEASE NOTE**

**Some hospitals and other 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 call the health Plan at the Customer Service telephone number listed at the back of this booklet to ensure that you can obtain the health care services that you need.**

# The Comprehensive Preferred Medical Plan

## Participant Bill of Rights

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As a Comprehensive Preferred Medical Plan Participant, you have the right to:

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 Preferred Medical Plan, the Services we offer you, the Physicians and other practitioners available to care for you.
5. Have reasonable access to appropriate medical services.
6. Participate actively with your Physician in decisions regarding your medical care. To the extent permitted by law, 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. Receive from your Physician an understanding of your medical condition and any proposed appropriate or Medically Necessary treatment alternatives, including available success/outcomes information, regardless of cost or benefit coverage, so you can make an informed decision before you receive treatment.
9. Receive preventive health Services.
10. Know and understand your medical condition, treatment plan, expected outcome, and the effects these have on your daily living.
11. Have confidential health records, except when disclosure is required by law or permitted in writing by you. 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.
14. Be fully informed about the Claims Administrator dispute procedure and understand how to use it without fear of interruption of health care.
15. Voice complaints or grievances about the Preferred Medical Plan or the care provided to you.
16. Make recommendations regarding the Claims Administrator's Member rights responsibilities policy.

# The Comprehensive Preferred Medical Plan

## Participant Responsibilities

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As a Comprehensive Preferred Medical Plan Participant, you have the responsibility to:

1. Carefully read all Claims Administrator Preferred Medical Plan materials immediately after you are enrolled so you understand how to use your Benefits and how to minimize your out of pocket costs. Ask questions when necessary. You have the responsibility to follow the provisions of your Claims Administrator Preferred Medical Plan as explained in this booklet.
2. Maintain your good health and prevent illness by making positive health choices and seeking appropriate care when it is needed.
3. Provide, to the extent possible, information that your Physician, and/or the Plan need to provide appropriate care for you.
4. Understand your health problems and take an active role in developing treatment goals with your medical provider, whenever possible.
5. Follow the treatment plans and instructions you and your Physician have agreed to and consider the potential consequences if you refuse to comply with treatment plans or recommendations.
6. Ask questions about your medical condition and make certain that you understand the explanations and instructions you are given.
7. Make and keep medical appointments and inform your Physician ahead of time when you must cancel.
8. Communicate openly with the Physician you choose so you can develop a strong partnership based on trust and cooperation.
9. Offer suggestions to improve the Claims Administrator Preferred Medical Plan.
10. Help the Claims Administrator to maintain accurate and current medical records by providing timely information regarding changes in address, family status and other health plan coverage.
11. Notify the Claims Administrator as soon as possible if you are billed inappropriately or if you have any complaints.
12. Treat all Plan personnel respectfully and courteously as partners in good health care.
13. Pay your fees, Copayments and charges for non-covered services on time.
14. Follow the provisions of the Claims Administrator's Benefits Management Program.

# TABLE OF CONTENTS

PREFERRED SUMMARY OF BENEFITS .....	7
INTRODUCTION .....	20
Preferred Providers .....	20
Continuity of Care by a Terminated Provider .....	21
Financial Responsibility for Continuity of Care Services .....	21
Submitting a Claim Form .....	21
ELIGIBILITY .....	21
EFFECTIVE DATE OF COVERAGE.....	22
RENEWAL OF PLAN DOCUMENT .....	23
SERVICES FOR EMERGENCY CARE.....	23
UTILIZATION REVIEW.....	23
SECOND MEDICAL OPINION POLICY .....	24
HEALTH EDUCATION AND HEALTH PROMOTION SERVICES .....	24
RETAIL-BASED HEALTH CLINICS .....	24
THE CLAIMS ADMINISTRATOR ONLINE .....	24
BENEFITS MANAGEMENT PROGRAM .....	24
Prior Authorization.....	24
Hospital and Skilled Nursing Facility Admissions.....	26
Emergency Admission Notification .....	27
Hospital Inpatient Review .....	27
Discharge Planning.....	27
Case Management .....	27
ADDITIONAL AND REDUCED PAYMENTS FOR FAILURE TO USE THE BENEFITS MANAGEMENT PROGRAM.....	27
DEDUCTIBLE.....	27
Calendar Year Deductible (Medical Plan Deductible) .....	27
Services Not Subject to the Deductible .....	28
Last Quarter Carry Over .....	28
NO MEMBER MAXIMUM LIFETIME BENEFITS .....	28
NO ANNUAL DOLLAR LIMIT ON ESSENTIAL BENEFITS .....	28
PAYMENT .....	28
Participant’s Maximum Calendar Year Copayment Responsibility.....	29
PRINCIPAL BENEFITS AND COVERAGES (COVERED SERVICES).....	30
Acupuncture Benefits .....	30
Allergy Testing and Treatment Benefits.....	30
Ambulance Benefits .....	30
Ambulatory Surgery Center Benefits .....	30
Bariatric Surgery Benefits for Residents of Designated Counties in California.....	31
Chiropractic Benefits.....	32
Clinical Trial for Cancer Benefits .....	32
Diabetes Care Benefits .....	32
Dialysis Centers Benefits .....	33
Durable Medical Equipment Benefits .....	33
Emergency Room Benefits.....	33
Family Planning Benefits .....	33
Hearing Aid Benefits.....	34
Home Health Care Benefits .....	34
Home Infusion/Home Injectable Therapy Benefits .....	35
Hospice Program Benefits.....	35
Hospital Benefits (Facility Services).....	37
Medical Treatment of the Teeth, Gums, Jaw Joints or Jaw Bones Benefits.....	39
Mental Health Benefits.....	39
Orthotics Benefits.....	40
Outpatient X-ray, Pathology and Laboratory Benefits .....	40
PKU Related Formulas and Special Food Products Benefits .....	40
Podiatric Benefits .....	41
Pregnancy and Maternity Care Benefits .....	41
Preventive Health Benefits .....	41
Professional (Physician) Benefits.....	41
Prosthetic Appliances Benefits.....	42

## TABLE OF CONTENTS

Radiological and Nuclear Imaging Benefits .....	42
Rehabilitation Benefits (Physical, Occupational and Respiratory Therapy) .....	42
Skilled Nursing Facility Benefits .....	43
Speech Therapy Benefits .....	43
Transplant Benefits – Cornea, Kidney or Skin .....	43
Transplant Benefits - Special.....	43
PRINCIPAL LIMITATIONS, EXCEPTIONS, EXCLUSIONS AND REDUCTIONS .....	44
General Exclusions and Limitations .....	44
Medical Necessity Exclusion.....	47
Limitations for Duplicate Coverage .....	47
Exception for Other Coverage .....	48
Claims Review .....	48
Reductions – Third Party Liability .....	49
Coordination of Benefits .....	50
TERMINATION OF BENEFITS.....	51
Extension of Benefits .....	51
GROUP CONTINUATION COVERAGE AND INDIVIDUAL PLAN.....	51
Continuation of Group Coverage .....	51
Continuation of Group Coverage for Members on Military Leave .....	53
Availability of the Claims Administrator’s Individual Plans .....	53
GENERAL PROVISIONS .....	53
Liability of Participants in the Event of Non-Payment by the Claims Administrator .....	53
Independent Contractors.....	53
Non-Assignability .....	54
Plan Interpretation .....	54
Confidentiality of Personal and Health Information.....	54
Access to Information.....	54
CUSTOMER SERVICE.....	54
SETTLEMENT OF DISPUTES .....	55
DEFINITIONS.....	55
Plan Provider Definitions .....	55
All Other Definitions .....	57
SUPPLEMENT A — SUBSTANCE ABUSE CONDITION BENEFITS .....	64
SISC PRIVACY NOTICE .....	66

**This booklet constitutes only a summary of the health Plan. The health Plan document must be consulted to determine the exact terms and conditions of coverage.**

The Plan Document is on file with your Employer and a copy will be furnished upon request.

This is a Preferred Medical Plan. Be sure you understand the Benefits of this Plan before Services are received.

**NOTICE**

Please read this Benefit Booklet carefully to be sure you understand the Benefits, exclusions and general provisions. It is your responsibility to keep informed about any changes in your health coverage.

Should you have any questions regarding your health Plan, see your Employer or contact any of the Claims Administrator offices listed on the last page of this booklet.

**IMPORTANT**

No Member has the right to receive the Benefits of this Plan for Services or supplies furnished following termination of coverage, except as specifically provided under the Extension of Benefits provision, and when applicable, the Group Continuation Coverage provision in this booklet.

Benefits of this Plan are available only for Services and supplies furnished during the term it is in effect and while the individual claiming Benefits is actually covered by this Plan.

Benefits may be modified during the term of this Plan as specifically provided under the terms of the plan document 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 modification. There is no vested right to receive the Benefits of this Plan.

Self-Insured Schools of California is the Plan Sponsor and Plan Administrator. Blue Shield of California has been appointed the Claims Administrator. Blue Shield of California processes and reviews the claims submitted under this Plan.

Blue Shield of California provides administrative claims payment services only and does not assume any financial risk or obligation with respect to claims.

**Note: The following Summary of Benefits contains the Benefits and applicable Co-payments of your Plan. The Summary of Benefits represents only a brief description of the Benefits. Please read this booklet carefully for a complete description of provisions, Benefits and exclusions of the Plan.**



## Preferred Summary of Benefits

Note: See the end of this Summary of Benefits for important benefit footnotes.

### Summary of Benefits

### Preferred Plan

Member Calendar Year Deductible <sup>1</sup> (Medical Plan Deductible)	Deductible Responsibility	
	Services by Preferred, Participating, and Other Providers	Services by Non-Preferred and Non-Participating Providers
Calendar Year Medical Deductible	\$500 per Member / \$1,000 per Family	

Member Maximum Calendar Year Copayment Responsibility <sup>2</sup>	Member Maximum Calendar Year Copayment <sup>2, 3</sup>	
	Services by Preferred, Participating, and Other Providers	Services by any combination of Preferred, Participating, Other Providers, Non-Preferred and Non-Participating Providers
Calendar Year Copayment Maximum	\$1,000 per Member / \$3,000 per Family	

Member Maximum Lifetime Benefits	Maximum Claims Administrator Payment	
	Services by Preferred, Participating, and Other Providers	Services by Non-Preferred and Non-Participating Providers
Lifetime Benefit Maximum	No maximum	

Additional Payment(s)
<b>Additional Payment(s) for Failure to Use the Benefits Management Program</b> Refer to the Benefits Management Program section for any additional payments which may apply.

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Acupuncture Benefits</b>		
Acupuncture Covered Services by Doctors of Medicine and certificated acupuncturists Up to a Benefit maximum of 12 visits per Member per Calendar Year. If your Plan has a Calendar Year medical Deductible, the number of visits start counting toward the maximum when Services are first provided even if the Calendar Year medical Deductible has not been met.	20% <sup>6</sup> Maximum Benefit payment up to \$50 per visit	50% Maximum Benefit payment up to \$25 per visit
<b>Allergy Testing and Treatment Benefits</b>		
Allergy serum purchased separately for treatment	20%	50%
Office visits (includes visits for allergy serum injections)	20%	50%
<b>Ambulance Benefits</b>		
Emergency or authorized transport	20% <sup>7</sup>	20% <sup>7</sup>
<b>Ambulatory Surgery Center Benefits</b> Note: Participating Ambulatory Surgery Centers may not be available in all areas. Outpatient ambulatory surgery Services may also be obtained from a Hospital or an ambulatory surgery center that is affiliated with a Hospital, and will be paid according to the Hospital Benefits (Facility Services) section of this Summary of Benefits.		
Ambulatory surgery center Outpatient surgery facility Services	20%	Maximum Benefit payment up to \$350 per day
Ambulatory surgery center Outpatient surgery Physician Services	20%	Maximum Benefit payment up to \$350 per day
<b>Bariatric Surgery Benefits</b> All bariatric surgery Services must be prior authorized, in writing, from the Claims Administrator's Medical Director. Prior authorization is required for all Members, whether residents of a designated or non-designated county.	<b>Services by Preferred and Participating Providers</b>	<b>Services by Non-Preferred and Non-Participating Providers<sup>5</sup></b>
<b>Bariatric Surgery Benefits for residents of designated counties in California</b> All bariatric surgery Services for residents of designated counties in California must be provided by a Preferred Bariatric Surgery Services Provider. Travel expenses may be covered under this Benefit for residents of designated counties in California. See the Bariatric Surgery Benefits section, the paragraphs under Bariatric Surgery Benefits for Residents of Designated Counties in California, in Principal Benefits and Coverages (Covered Services) for a description.		
Hospital Inpatient Services	20%	Not covered
Hospital Outpatient Services	20%	Not covered
Physician bariatric surgery Services	20%	Not covered
<b>Bariatric Surgery Benefits for residents of non-designated counties in California</b>		
Hospital Inpatient Services	20%	Maximum Benefit payment up to \$600 per day
Hospital Outpatient Services	20%	Maximum Benefit payment up to \$350 per day
Physician bariatric surgery Services	20%	50%

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Chiropractic Benefits</b>		
Chiropractic Services Covered Services rendered by a chiropractor Up to a Benefit maximum of 20 visits per Member per Calendar Year If your Plan has a Calendar Year medical Deductible, the number of visits start counting toward the maximum when Services are first provided even if the Calendar Year medical Deductible has not been met.	20%	50%
<b>Clinical Trial for Cancer Benefits</b>		
Clinical trial for cancer Services Covered Services for Members who have been accepted into an approved clinical trial for cancer when prior authorized by the Plan. Note: Services for routine patient care will be paid on the same basis and at the same Benefit levels as other covered Services shown in this Summary of Benefits.	You pay nothing	You pay nothing
<b>Diabetes Care Benefits</b>		
Devices, equipment and supplies	20% <sup>8</sup>	50%
Diabetes self-management training provided by a Physician in an office setting	\$30 per visit	50%
Diabetes self-management training provided by a registered dietitian or registered nurse that are certified diabetes educators	\$30 per visit	50%
<b>Dialysis Center Benefits</b>		
Dialysis Services Note: Dialysis Services may also be obtained from a Hospital. Dialysis Services obtained from a Hospital will be paid at the Preferred or Non-Preferred level as specified under Hospital Benefits (Facility Services) of this Summary of Benefits.	20%	50% Maximum Benefit payment up to \$300 per day
<b>Durable Medical Equipment Benefits</b>		
Breast pump	You pay nothing	Not covered
Other Durable Medical Equipment	20%	50%

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Emergency Room Benefits</b>		
Emergency room Physician Services Note: After Services have been provided, the Claims Administrator may conduct a retrospective review. If this review determines that Services were provided for a medical condition that a person would not have reasonably believed was an emergency medical condition, Benefits will be paid at the applicable Preferred and Non-Preferred Provider levels as specified under Outpatient Physician Services Benefit in the Professional (Physician) Benefits in this Summary of Benefits and will be subject to any Calendar Year medical Deductible.	20%	20%
Emergency room Services not resulting in admission Note: After Services have been provided, the Claims Administrator may conduct a retrospective review. If this review determines that Services were provided for a medical condition that a person would not have reasonably believed was an emergency medical condition, Benefits will be paid at the applicable Preferred and Non-Preferred Provider levels as specified under Hospital Benefits (Facility Services), Outpatient Services for treatment of illness or injury, radiation therapy, chemotherapy and necessary supplies in this Summary of Benefits and will be subject to any Calendar Year medical Deductible.	\$100 per visit plus 20%	\$100 per visit plus 20%
Emergency room Services resulting in admission (Billed as part of Inpatient Hospital Services)	20%	20% <sup>9</sup>
<b>Family Planning Benefits<sup>10</sup></b> Note: Copayments listed in this section are for Outpatient Physician Services only. If Services are performed at a facility (Hospital, ambulatory surgery center, etc.), the facility Copayment listed under the appropriate facility Benefit in this Summary of Benefits will also apply, except for insertion and/or removal of intrauterine device (IUD), intrauterine device (IUD), and tubal ligation.		
Counseling and consulting (Including Physician office visits for diaphragm fitting, injectable contraceptives, or implantable contraceptives)	You pay nothing	Not covered
Diaphragm fitting procedure	You pay nothing	Not covered
Elective abortion	20%	Not covered
Implantable contraceptives	You pay nothing	Not covered
Injectable contraceptives	You pay nothing	Not covered
Insertion and/or removal of intrauterine device (IUD)	You pay nothing	Not covered
Intrauterine device (IUD)	You pay nothing	Not covered
Tubal ligation	You pay nothing	Not covered
Vasectomy	20%	Not covered
<b>Hearing Aid Benefits</b>		
NOTE: Services covered under Hearing Aid Benefits are limited to a combined maximum of \$700 per Member during any 24 month consecutive period.	20%	20%

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Home Health Care Benefits</b>		
Home health care agency Services (including home visits by a nurse, home health aide, medical social worker, physical therapist, speech therapist, or occupational therapist) Up to a maximum of 100 visits per Calendar Year per Member by home health care agency providers If your Plan has a Calendar Year medical Deductible, the number of visits start counting toward the maximum when Services are first provided even if the Calendar Year medical Deductible has not been met.	20%	Not covered <sup>11</sup>
Medical supplies and laboratory Services	20%	Not covered <sup>11</sup>
<b>Home Infusion/Home Injectable Therapy Benefits</b>		
Hemophilia home infusion Services provided by a hemophilia infusion provider and prior authorized by the Plan	20%	Not covered
Home infusion/home intravenous injectable therapy provided by a Home Infusion Agency (Home infusion agency visits are not subject to the visit limitation under Home Health Care Benefits.) Note: Home non-intravenous self-administered injectable drugs are covered under the Outpatient Prescription Drug Benefit if selected as an optional Benefit by your Employer, and are described in a Supplement included with this booklet.	20%	Not covered <sup>11</sup>
Home visits by an infusion nurse Home infusion agency nursing visits are not subject to the Home Health Care Calendar Year visit limitation	20%	Not covered <sup>11</sup>
<b>Hospice Program Benefits</b>		
Covered Services for Members who have been accepted into an approved Hospice Program All Hospice Program Benefits must be prior authorized by the Plan and must be received from a Participating Hospice Agency.		
24-hour Continuous Home Care	20%	Not covered <sup>12</sup>
General Inpatient care	20%	Not covered <sup>12</sup>
Inpatient Respite Care	20%	Not covered <sup>12</sup>
Pre-hospice consultation	20%	Not covered <sup>12</sup>
Routine home care	20%	Not covered <sup>12</sup>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Hospital Benefits (Facility Services)</b>		
Inpatient Emergency Facility Services	20%	20% <sup>13</sup>
Inpatient non-Emergency Facility Services Semi-private room and board, and Medically Necessary Services and supplies, including Subacute Care. For bariatric surgery Services for residents of designated counties, see the Bariatric Surgery Benefits for Residents of Designated Counties in California section. Prior authorization required by the Plan. (See Non-Preferred payment example below) Example: 1 day in the Hospital, maximum benefit payment up to \$600 Allowable Amount. Participant contribution = all charges in excess of per day maximum payment.	20%	Maximum Benefit payment up to \$600 per day
Inpatient Medically Necessary skilled nursing Services including Subacute Care Up to a maximum of 100 days per Calendar Year per Member except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing services whether rendered in a Hospital or a free-standing Skilled Nursing Facility. If your Plan has a Calendar Year medical Deductible, the number of days start counting toward the maximum when Services are first provided even if the Calendar Year medical Deductible has not been met.	20%	Maximum Benefit payment up to \$600 per day
Inpatient Services to treat acute medical complications of detoxification	20%	Maximum Benefit payment up to \$600 per day
Outpatient diagnostic testing X-ray, diagnostic examination and clinical laboratory Services Note: These Benefits are for diagnostic, non-Preventive Health Services. For Benefits for Preventive Health Services, see the Preventive Health Benefits section of this Summary of Benefits. (See Non-Preferred payment example below) Example: 1 day in the Hospital, 50% of allowable amount up to maximum benefit payment up to \$350. Participant contribution = all charges in excess of per day maximum payment.	20%	50% <sup>13</sup> Maximum Benefit payment up to \$350 per day
Outpatient dialysis Services (See Non-Preferred payment example below) Example: 1 day in the Hospital, 50% of allowable amount up to maximum benefit payment up to \$300. Participant contribution = all charges in excess of per day maximum payment.	20%	50% <sup>13</sup> Maximum Benefit payment up to \$300 per day
Outpatient Services for surgery and necessary supplies (See Non-Preferred payment example below) Example: 1 day in the Hospital, maximum benefit payment up to \$350 Allowable Amount. Participant contribution = all charges in excess of per day maximum payment.	20%	Maximum Benefit payment up to \$350 per day <sup>13</sup>
Outpatient Services for treatment of illness or injury, radiation therapy, chemotherapy and necessary supplies	20%	50% <sup>13</sup>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Medical Treatment of the Teeth, Gums, Jaw Joints or Jaw Bones Benefits</b> Treatment of gum tumors, damaged natural teeth resulting from Accidental Injury, TMJ as specifically stated and orthognathic surgery for skeletal deformity (Be sure to read the Principal Benefits and Coverages (Covered Services) section for a complete description.)		
Inpatient Hospital Services	20%	Maximum Benefit payment up to \$600 per day <sup>13</sup>
Office location	\$30 per visit	50%
Outpatient department of a Hospital	20%	Maximum Benefit payment up to \$350 per day <sup>13</sup>
<b>Mental Health Benefits<sup>14</sup></b>	<b>Services by Participating Providers</b>	<b>Services by Non-Participating Providers<sup>15</sup></b>
Inpatient Hospital Services <sup>16</sup>	20%	Maximum Benefit payment up to \$600 per day <sup>17</sup>
Behavioral Health Treatment - home or other setting (non-institutional) <sup>16</sup>	20%	Not covered
Behavioral Health Treatment - office location <sup>16</sup>	20%	50%
Inpatient Professional (Physician) Services	20%	50%
Outpatient Mental Health Services, Intensive Outpatient Care and Outpatient electroconvulsive therapy (ECT) <sup>16</sup>	\$30 per visit <sup>18</sup>	50% <sup>18</sup>
Outpatient Partial Hospitalization <sup>16</sup>	20% per episode <sup>19</sup>	Maximum Benefit payment per episode up to \$350 per day <sup>19</sup>
Psychological testing	20%	50%

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Orthotics Benefits</b>		
Office visits	\$30 per visit	50%
Orthotic equipment and devices	20%	50%
<b>Outpatient X-ray, Pathology, and Laboratory Benefits</b> Note: Benefits in this section are for diagnostic, non-Preventive Health Services. For Benefits for Preventive Health Services, see the Preventive Health Benefits section of this Summary of Benefits. For Benefits for diagnostic radiological procedures such as CT scans, MRIs, MRAs, PET scans, etc. see the Radiological and Nuclear Imaging Benefits section of this Summary of Benefits. Outpatient diagnostic X-ray, pathology, diagnostic examination and clinical laboratory Services, including mammography and Papanicolaou test.		
Outpatient Laboratory Center or Outpatient Radiology Center Note: Preferred Laboratory Centers and Preferred Radiology Centers may not be available in all areas. Laboratory and radiology Services may also be obtained from a Hospital or from a laboratory and radiology center that is affiliated with a Hospital. Laboratory and radiology Services obtained from a Hospital or Hospital-affiliated laboratory and radiology center will be paid at the Preferred or Non-Preferred level as specified under Hospital Benefits (Facility Services) of this Summary of Benefits.	20% <sup>8, 20</sup>	50% <sup>8, 20</sup>
<b>PKU Related Formulas and Special Food Products Benefits</b>		
PKU Related Formulas and Special Food Products	20%	20%
<b>Podiatric Benefits</b>		
Podiatric Services provided by a licensed doctor of podiatric medicine	\$30 per visit	50%
<b>Pregnancy and Maternity Care Benefits</b> Note: Routine newborn circumcision is only covered as described in the Principal Benefits and Coverages (Covered Services) section. When covered, Services will pay as any other surgery as noted in this Summary of Benefits.		
All necessary Inpatient Hospital Services for normal delivery, Cesarean section, and complications of pregnancy	20%	Maximum Benefit payment up to \$600 per day <sup>13</sup>
Certified Nurse Midwives	20%	20%
Prenatal and postnatal Physician office visits (including prenatal diagnosis of genetic disorders of the fetus by means of diagnostic procedures in cases of high-risk pregnancy)	\$30 per visit	50%
<b>Preventive Health Benefits<sup>21</sup></b>		
Preventive Health Services See the description of Preventive Health Services in the Definitions section for more information.	You pay nothing	Not covered



Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Professional (Physician) Benefits</b>		
Inpatient Physician Services For bariatric surgery Services for residents of designated counties, see the Bariatric Surgery Benefits for Residents of Designated Counties in California section	20%	50%
Outpatient Physician Services, other than an office setting	20%	50%
Physician home visits	20%	50%
Physician office visits Note: For other Services with the office visit, you may incur an additional Benefit Copayment as listed for that Service within this Summary of Benefits. This additional Benefit Copayment may be subject to the Plan's medical Deductible. Additionally, certain Physician office visits may have a Copayment amount that is different from the one stated here. For those Physician office visits, the Copayment will be as stated elsewhere in this Summary of Benefits.	\$30 per visit	50%
<b>Prosthetic Appliances Benefits</b>		
Office visits	\$30 per visit	50%
Prosthetic equipment and devices	20%	50%
<b>Radiological and Nuclear Imaging Benefits</b>		
Note: Benefits in this section are for diagnostic, non-Preventive Health Services. For Benefits for Preventive Health Services, see the Preventive Health Benefits section of this Summary of Benefits. Outpatient non-emergency radiological and nuclear imaging procedures including CT scans, MRIs, MRAs, PET scans, and cardiac diagnostic procedures utilizing nuclear medicine. Prior authorization required by the Plan.		
Outpatient department of a Hospital Prior authorization required by the Plan.	20%	50% Maximum Benefit payment up to \$350 per day <sup>20</sup>
Radiology Center Note: Preferred Radiology Centers may not be available in all areas. Prior authorization required by the Plan.	20% <sup>20</sup>	50% <sup>20</sup>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Rehabilitation Benefits (Physical, Occupational and Respiratory Therapy)</b> Rehabilitation Services by a physical, occupational, or respiratory therapist in the following settings:		
Office location	20% <sup>8, 22</sup>	50%
Outpatient department of a Hospital	20% <sup>8, 22</sup>	50%
Rehabilitation unit of a Hospital for Medically Necessary days In an Inpatient facility, this Copayment is billed as part of Inpatient Hospital Services	20%	Maximum Benefit payment up to \$600 per day
Skilled Nursing Facility rehabilitation unit for Medically Necessary days. Up to a maximum of 100 days per Calendar Year per Member except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing services whether rendered in a Hospital or a free-standing Skilled Nursing Facility. If your Plan has a Calendar Year medical Deductible, the number of days start counting toward the maximum when Services are first provided even if the Calendar Year medical Deductible has not been met.	20% <sup>23</sup>	20% <sup>23</sup>
<b>Skilled Nursing Facility Benefits</b>		
Services by a free-standing Skilled Nursing Facility Up to a maximum of 100 days per Calendar Year per Member except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing services whether rendered in a Hospital or a free-standing Skilled Nursing Facility. If your Plan has a Calendar Year medical Deductible, the number of days start counting toward the maximum when Services are first provided even if the Calendar Year medical Deductible has not been met.	20% <sup>23</sup>	20% <sup>23</sup>
<b>Speech Therapy Benefits</b>		
Speech Therapy Services by a licensed speech pathologist or certified speech therapist in the following settings:		
Office location	20% <sup>8, 24</sup>	50%
Outpatient department of a Hospital	20% <sup>8, 24</sup>	50%
Rehabilitation unit of a Hospital for Medically Necessary days In an Inpatient facility, this Copayment is billed as part of Inpatient Hospital Services	20%	Maximum Benefit payment up to \$600 per day
Skilled Nursing Facility rehabilitation unit for Medically Necessary days. Up to a maximum of 100 days per Calendar Year per Member except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing services whether rendered in a Hospital or a free-standing Skilled Nursing Facility. If your Plan has a Calendar Year medical Deductible, the number of days start counting toward the maximum when Services are first provided even if the Calendar Year medical Deductible has not been met.	20% <sup>23</sup>	20% <sup>23</sup>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>4</sup>	Services by Non-Preferred and Non-Participating Providers <sup>5</sup>
<b>Transplant Benefits - Cornea, Kidney or Skin</b> Organ Transplant Benefits for transplant of a cornea, kidney or skin		
Hospital Services	20%	Maximum Benefit payment up to \$600 per day
Professional (Physician) Services	20%	50%
<b>Transplant Benefits - Special<sup>25</sup></b> Note: The Claims Administrator requires prior authorization from the Claims Administrator's Medical Director for all Special Transplant Services. Also, all Services must be provided at a Special Transplant Facility designated by the Claims Administrator. Special Transplant Benefits for transplant of human heart, lung, heart and lung in combination, human bone marrow transplants, pediatric human small bowel transplants, pediatric and adult human small bowel and liver transplants in combination.		
Facility Services in a Special Transplant Facility	20%	Not covered
Professional (Physician) Services	20%	Not covered
Custom Transplant Travel Benefit : Maximum payment will not exceed \$10,000 per transplant, (not per lifetime) Ground transportation to and from the Center of Excellence (COE) when the designated COE is 75 miles or more from the recipient's or donor's place of residence. Coach airfare to and from the COE when the designated COE is 300 miles or more from the recipient's or donor's residence.	You pay nothing Maximum benefit payment up to \$10,000 per transplant	Not covered

## Summary of Benefits

### Footnotes

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<sup>1</sup> The Calendar Year Deductible (Medical Plan Deductible) may include Services on both a dollar Copayment or Copayment percentage basis and applies to all applicable Services except the Services listed below.

Covered travel expenses for bariatric surgery Services;

Breast pump as listed under Durable Medical Equipment Benefits;

Preferred Physician office visits and diabetes self management training: However, covered Services received during or in connection with a Preferred Physician office or home visit are subject to the Calendar Year Deductible;

Preventive health Benefits provided by Preferred Providers.

<sup>2</sup> The following are not included in the maximum Calendar Year Copayment amount:

Preferred Physician office visit dollar Copayment. However, covered Services received during or in connection with the office visit, are included in the maximum Calendar Year Copayment;

Services by Non-Preferred /Non-Participating Providers; with the exception of ambulance services, emergency services, Behavioral Health Treatment in an office location; maternity midwife services, freestanding skilled nursing care facility services and hearing aid services; however not in excess of covered amounts;

Additional and reduced payments under the Benefits Management Program;

Charges by Non-Preferred Providers in excess of covered amounts;

Charges in excess of specified benefit maximums;

Covered travel expenses for bariatric surgery Services;

Covered custom travel expenses for Transplant Benefits – Special;

The Calendar Year Deductible.

Note: Copayments and charges for Services not accruing to the maximum Calendar Year Copayment responsibility continue to be the Member's responsibility after the Calendar Year Copayment maximum is reached.

<sup>3</sup> Unless otherwise specified, Copayments are calculated based on the Allowable Amount.

<sup>4</sup> Other Providers are not Preferred Providers and so for Services by Other Providers you are responsible for all charges above the Allowable Amount. Other Providers include acupuncturists, nursing homes and certain labs (for a complete list of Other Providers see the Definitions section).

<sup>5</sup> For Services by Non-Preferred and Non-Participating Providers you are responsible for all charges above the Allowable Amount. However, if the Non-Preferred/Non-Participating Provider is a Hospital based Physician performing Services at a Participating Provider (in-network) facility; or out of network lab services, when performed by an in-network (participating) provider, but sent to a non-participating provider for processing, the Claims Administrator's payment will be made at the Participating Provider copayment level.

Authorized Referrals For Services by Non-Preferred/Non-Participating Providers –

In some circumstances the Claims Administrator may authorize participating provider cost share amounts (Deductibles or Co-Payments, if applicable) to apply to a claim for a covered service you receive from a non-participating provider. In such circumstance, you or your physician must contact the Claims Administrator in advance of obtaining the covered service. It is your responsibility to ensure that the Claims Administrator has been contacted. If the Claims Administrator authorizes a participating provider cost share amount to apply to a covered service received from a non-participating provider, you also may still be liable for the difference between the maximum allowed amount and the non-participating provider's charge. Please call the customer service telephone number on the back of your ID card for authorized referral information or to request authorization.

Authorized referral occurs when you, because of your medical needs, are referred to a non-participating provider, but only when:

- a. There is no participating provider who practices in the appropriate specialty, which provides the required services, or which has the necessary facilities within a 50-mile radius of your residence;
- b. You are referred in writing to the non-participating provider by the physician who is a participating provider, and
- c. The referral has been authorized by the Claims Administrator before services are rendered. You or your physician must call the toll-free telephone number printed on the back of your identification card prior to scheduling an admission to, or receiving the services of, a non-participating provider. Such authorized referrals are not available for transplant and bariatric surgical services. These services are only covered when performed at a COE.

6 For Services by certificated acupuncturists which are Other Providers, you are responsible for all charges above the Allowable Amount.

7 The Copayment will be calculated based upon the provider's billed charges or the amount the provider has otherwise agreed to accept as payment in full from the Plan, whichever is less.

8 If billed by your provider, you will also be responsible for an office visit Copayment.

9 For emergency room Services directly resulting in admission as an Inpatient to a Non-Preferred Hospital which the Plan determines are not emergencies, your Copayment will be the Non-Preferred Hospital Inpatient Services Copayment.

10 No benefits are provided for Family Planning Services by Non-Preferred or Non-Participating Providers.

11 Services by Non-Participating Home Health Care/Home Infusion Agencies are not covered unless prior authorized by the Plan. When authorized by the Plan, these Non-Participating Agencies will be reimbursed at a rate determined by the Plan and the agency and your Copayment will be the Participating Agency Copayment.

12 Services by Non-Participating Hospice Agencies are not covered unless prior authorized by the Plan. When authorized by the Plan, these Non-Participating Agencies will be reimbursed at a rate determined by the Plan and the agency and your Copayment will be the Participating Agency Copayment.

13 For Emergency Services by Non-Preferred Providers, your Copayment will be the Preferred Provider Copayment.

14 Benefits are provided for Substance Abuse Conditions and are described in the supplement located at the back of the booklet. Note: Inpatient Services which are Medically Necessary to treat the acute medical complications of detoxification are covered as part of the medical Benefits and are not considered to be treatment of the Substance Abuse Condition itself.

15 For Services by Non-Participating Providers you are responsible for all charges above the Allowable Amount.

16 All Behavioral Health Treatment, Inpatient Mental Health Services, Outpatient Partial Hospitalization, Intensive Outpatient Care and Outpatient electroconvulsive therapy Services (except for Emergency Services) must be prior authorized by the Claims Administrator.

17 For Emergency Services by Non-Participating Hospitals your Copayment will be the Participating Hospital Copayment based on the Allowable Amount.

18 This Copayment includes both Outpatient facility and Professional (Physician) Services.

19 For Outpatient Partial Hospitalization Services, an episode of care is the date from which the patient is admitted to the Partial Hospitalization Program to the date the patient is discharged or leaves the Partial Hospitalization Program. Any Services received between these two dates would constitute the episode of care. If the patient needs to be readmitted at a later date, this would constitute another episode of care.

20 Your Copayment will be assessed per provider per date of service.

21 No benefits are provided for preventive health Benefits by Non-Preferred or Non-Participating Providers.

22 For Services by certified occupational therapists and certified respiratory therapists, which are Other Providers, you are responsible for all charges above the Allowable Amount.

23 For Services by free-standing Skilled Nursing Facilities (nursing homes), which are Other Providers, you are responsible for all charges above the Allowable Amount.

24 For Services by licensed speech therapists, which are Other Providers, you are responsible for all charges above the Allowable Amount.

25 Special Transplant Benefits are limited to the procedures listed in the Principal Benefits and Coverages (Covered Services) section. See the Transplant Benefits - Special Covered Services section for information on Services and requirements.

## INTRODUCTION

If you have questions about your Benefits, contact the Claims Administrator before Hospital or medical Services are received.

This Plan is designed to reduce the cost of health care to you, the Participant. In order to reduce your costs, much greater responsibility is placed on you.

You should read your Benefit Booklet carefully. Your booklet tells you which services are covered by your health Plan and which are excluded. It also lists your Copayment and Deductible responsibilities.

When you need health care, present your Claims Administrator ID card to your Physician, Hospital, or other licensed healthcare provider. Your ID card has your Participant and group numbers on it. Be sure to include these numbers on all claims you submit to the Claims Administrator.

In order to receive the highest level of Benefits, you should assure that your provider is a Preferred Provider (see the "Preferred Providers" section).

You are responsible for following the provisions shown in the "Benefits Management Program" section of this booklet, including:

1. You or your Physician must obtain the Claims Administrator approval at least 5 working days before Hospital or Skilled Nursing Facility admissions for all non-Emergency Inpatient Hospital or Skilled Nursing Facility Services. (See the "Preferred Providers" section for information.)
2. You or your Physician must notify the Claims Administrator within 24 hours or by the end of the first business day following emergency admissions, or as soon as it is reasonably possible to do so.
3. You or your Physician must obtain prior authorization in order to determine if contemplated services are covered. See "Prior Authorization" in the "Benefits Management Program" section for a listing of Services requiring prior authorization.

Failure to meet these responsibilities may result in your incurring a substantial financial liability. Some Services may not be covered unless prior review and other requirements are met.

Note: The Claims Administrator will render a decision on all requests for prior authorization within 5 business days from receipt of the request. The treating provider will be notified of the decision within 24 hours followed by written notice to the provider and Participant within 2 business days of the decision. For urgent services in situations in which the routine decision making process might seriously jeopardize the life or health of a Member or when the Member is experiencing severe pain, the Claims Administrator will respond as soon as possible to accommodate the Member's condition not to exceed 72 hours from receipt of the request.

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

## PREFERRED PROVIDERS

The Claims Administrator Preferred Plan is specifically designed for you to use the Claims Administrator Preferred Providers. Preferred Providers include certain Physicians, Hospitals, Alternate Care Services Providers, and other Providers. Preferred Providers are listed in the Preferred Provider Directories. All Claims Administrator Physician Members are Preferred Providers. So are selected Hospitals in your community. Many other healthcare professionals, including dentists, podiatrists, optometrists, audiologists, licensed clinical psychologists and licensed marriage and family therapists are also Preferred Providers. They are all listed in your Preferred Provider Directories.

To determine whether a provider is a Preferred Provider, consult the Preferred Provider Directory. You may also verify this information by accessing the Claims Administrator's Internet site located at <http://www.blueshieldca.com>, or by calling Customer Service at the telephone number shown on the last page of this booklet. Note: A Preferred Provider's status may change. It is your obligation to verify whether the Physician, Hospital or Alternate Care Services provider you choose is a Preferred Provider, in case there have been any changes since your Preferred Provider Directory was published.

Note: In some instances services are covered only if rendered by a Preferred Provider. Using a Non-Preferred Provider could result in lower or no payment by the Claims Administrator for services.

Preferred Providers agree to accept the Claims Administrator's payment, plus your payment of any applicable Deductibles, Copayments, or amounts in excess of specified Benefit maximums, as payment in full for covered Services, except for the Deductibles, Copayments, and amounts in excess of specified Benefit maximums, or as provided under the Exception for Other Coverage provision and the Reductions section regarding Third Party Liability. This is not true of non-Preferred Providers.

You are not responsible to Participating and Preferred Providers for payment for covered Services, except for the Deductibles, Copayments, and amounts in excess of specified Benefit maximums, and except as provided under the Exception for Other Coverage provision.

The Claims Administrator contracts with Hospitals and Physicians to provide Services to Members for specified rates. This contractual arrangement may include incentives to manage all services provided to Members in an appropriate manner consistent with the contract. If you want to know more about this payment system, contact Customer Service at the number provided on the back page of this booklet.

If you go to a Non-Preferred Provider, the Claims Administrator's payment for a Service by that Non-Preferred Provider

er may be substantially less than the amount billed. You are responsible for the difference between the amount the Claims Administrator pays and the amount billed by Non-Preferred Providers. It is therefore to your advantage to obtain medical and Hospital Services from Preferred Providers.

Payment for Emergency Services rendered by a Physician or Hospital who is not a Preferred Provider will be based on the Allowable Amount but will be paid at the Preferred level of benefits. You are responsible for notifying the Claims Administrator within 24 hours, or by the end of the first business day following emergency admission at a Non-Preferred Hospital, or as soon as it is reasonably possible to do so.

Directories of Preferred Providers located in your area have been provided to you. Extra copies are available from the Claims Administrator. If you do not have the directories, please contact the Claims Administrator immediately and request them at the telephone number listed on the last page of this booklet.

## **CONTINUITY OF CARE BY A TERMINATED PROVIDER**

Members who are being treated for acute conditions, serious chronic conditions, pregnancies (including immediate post-partum care), or terminal illness; or who are children from birth to 36 months of age; or who have received authorization from a now-terminated provider for surgery or another procedure as part of a documented course of treatment can request completion of care in certain situations with a provider who is leaving the Claims Administrator provider network. Contact Customer Service to receive information regarding eligibility criteria and the policy and procedure for requesting continuity of care from a terminated provider.

## **FINANCIAL RESPONSIBILITY FOR CONTINUITY OF CARE SERVICES**

If a Member is entitled to receive Services from a terminated provider under the preceding Continuity of Care provision, the responsibility of the Member to that provider for Services rendered under the Continuity of Care provisions shall be no greater than for the same Services rendered by a Preferred Provider in the same geographic area.

## **SUBMITTING A CLAIM FORM**

Preferred Providers submit claims for payment after their Services have been received. You or your Non-Preferred Providers also submit claims for payment after Services have been received.

You are paid directly by the Claims Administrator if Services are rendered by a Non-Preferred Provider. Payments to you for covered Services are in amounts identical to those made directly to providers. Requests for payment must be submitted to the Claims Administrator within 1 year after the month Services were provided. Special claim forms are not necessary, but each claim submission must contain your

name, home address, Plan number, Participant's number, a copy of the provider's billing showing the Services rendered, dates of treatment and the patient's name. The Claims Administrator will notify you of its determination within 30 days after receipt of the claim.

To submit a claim for payment, send a copy of your itemized bill, along with a completed Claims Administrator Participant's Statement of Claim form to the Claims Administrator service center listed on the last page of this booklet.

Claim forms are available on the Claims Administrator's Internet site located at <http://www.blueshieldca.com> or you may call Customer Service at the number listed on the last page of this booklet to ask for forms. If necessary, you may use a photocopy of the Claims Administrator claim form.

Be sure to send in a claim for all covered Services even if you have not yet met your Calendar Year Deductible. The Claims Administrator will keep track of the Deductible for you. The Claims Administrator uses an Explanation of Benefits to describe how your claim was processed and to inform you of your financial responsibility.

## **ELIGIBILITY**

1. To enroll and continue enrollment, a Member must meet all of the eligibility requirements of the Plan.

If you are an Employee, you are eligible for coverage as a Participant the day following the date you complete the waiting period established by your Employer. Your spouse or Domestic Partner and all your Dependent children are eligible at the same time.

When you decline coverage for yourself or your Dependents during the initial enrollment period and later request enrollment, you and your Dependents will be considered to be Late Enrollees. When Late Enrollees decline enrollment during the initial enrollment period, they will be eligible the earlier of 12 months from the date of the request for enrollment or at the Employer's next Open Enrollment Period. The Claims Administrator will not consider applications for earlier effective dates.

You and your Dependents will not be considered to be Late Enrollees if either you or your Dependents lose coverage under a previous employer's health plan and you apply for coverage under this Plan within 31 days of the date of loss of coverage. You will be required to furnish the Claims Administrator written proof of the loss of coverage.

Newborn infants of the Participant, spouse, or his or her Domestic Partner will be eligible immediately after birth for the first 31 days. A child placed for adoption will be eligible immediately upon the date SISC receives legal evidence of both: (i) the intent to adopt; and (ii) that the Participant, spouse or Domestic Partner have either (a) the right to control the child's health care; or (b) assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child's adoption. Evidence of such control includes a health facility minor release report, a medical

authorization form or a relinquishment form. In order to have coverage continue beyond the first 31 days without lapse, an application must be submitted to and received by the Claims Administrator within 31 days from the date of birth or placement for adoption of such Dependent.

A child acquired by legal guardianship will be eligible on the date of the court ordered guardianship, if an application is submitted within 31 days of becoming eligible.

You may add newly acquired Dependents and yourself to the Plan by submitting an application within 31 days from the date of acquisition of the Dependent:

- a. to continue coverage of a newborn or child placed for adoption;
- b. to add a spouse after marriage, or add a Domestic Partner after establishing a domestic partnership;
- c. to add yourself and spouse following the birth of a newborn or placement of a child for adoption;
- d. to add yourself and spouse after marriage;
- e. to add yourself and your newborn or child placed for adoption, following birth or placement for adoption.

A completed health statement may be required with the application. Coverage is never automatic; an application is always required.

If a husband and wife or both partners in a domestic partnership are both eligible to be covered as Participants, then they are both eligible for Dependent benefits.

If both partners in a marriage or domestic partnership are eligible to be Participants, children may be eligible and may be enrolled as a Dependent of both parents.

Enrolled Dependent children who would normally lose their eligibility under this Plan solely because of age, but who are incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness, or condition, may have their eligibility extended under the following conditions: (1) the child must be chiefly dependent for support and maintenance, and (2) the Employee must submit a Physician's written certification of such disabling condition. The Claims Administrator or the Employer will notify you at least 90 days prior to the date the Dependent child would otherwise lose eligibility. You must submit the Physician's written certification within 60 days of the request for such information by the Employer or by the Claims Administrator. Proof of continuing disability and dependency must be submitted by the Employee as requested by the Claims Administrator but not more frequently than 2 years after the initial certification and then annually thereafter.

Subject to the requirements described under the Continuation of Group Coverage provision in this booklet, if applicable, an Employee and his or her Dependents will be eligible to continue group coverage under this Plan when coverage would otherwise terminate.

2. If a Member commits any of the following acts, they will immediately lose eligibility to continue enrollment:
  - a. Abusive or disruptive behavior which:
    - (1) threatens the life or well-being of Plan personnel, or providers of services;
    - (2) substantially impairs the ability of the Claims Administrator to arrange for services to the Member; or
    - (3) substantially impairs the ability of providers of Services to furnish Services to the Member or to other patients.
  - b. Failure or refusal to provide the Claims Administrator access to documents and other information necessary to determine eligibility or to administer benefits under the Plan.
3. Employer eligibility – The Employer must meet specified Employer eligibility, participation and contribution requirements to be eligible for this group Plan. See your Employer for further information.

## EFFECTIVE DATE OF COVERAGE

Coverage will become effective for Employees and Dependents who enroll during the initial enrollment period at 12:01 a.m. Pacific Time on the eligibility date established by your Employer.

If, during the initial enrollment period, you have included your eligible Dependents on your application to the Claims Administrator, their coverage will be effective on the same date as yours. If application is made for Dependent coverage within 31 days after you become eligible, their effective date of coverage will be the same as yours.

If you or your Dependent is a Late Enrollee, your coverage will become effective the earlier of 12 months from the date you made a written request for coverage or at the Employer's next Open Enrollment Period. The Claims Administrator will not consider applications for earlier effective dates.

If you declined coverage for yourself and your Dependents during the initial enrollment period because you or your Dependents were covered under another employer health plan, and you or your Dependents subsequently lost coverage under that plan, you will not be considered a Late Enrollee. Coverage for you and your Dependents under this Plan will become effective on the date of loss of coverage, provided you enroll in this Plan within 31 days from the date of loss of coverage. You will be required to furnish the Claims Administrator written evidence of loss of coverage.

If you declined enrollment during the initial enrollment period and subsequently acquire Dependents as a result of marriage, establishment of domestic partnership, birth, or placement for adoption, you may request enrollment for yourself and your Dependents within 31 days. The effective date of enrollment for both you and your Dependents will depend on how you acquire your Dependent(s):



1. For marriage or domestic partnership, the effective date will be the first of the month following the date of marriage or establishment of domestic partnership;
2. For birth, the effective date will be the date of birth;
3. For a child placed for adoption, the effective date will be the date the Participant, spouse, or Domestic Partner has the right to control the child's health care.

Once each Calendar Year, your Employer may designate a time period as an annual Open Enrollment Period. During that time period, you and your Dependents may transfer from another health plan sponsored by your Employer to the Preferred Plan. A completed enrollment form must be forwarded to the Claims Administrator within the Open Enrollment Period. Enrollment becomes effective on the anniversary date of this Plan following the annual Open Enrollment Period.

Any individual who becomes eligible at a time other than during the annual Open Enrollment Period (e.g., newborn, child placed for adoption, child acquired by legal guardianship, new spouse or Domestic Partner, newly hired or newly transferred Employees) must complete an enrollment form within 31 days of becoming eligible.

Coverage for a newborn child will become effective on the date of birth. Coverage for a child placed for adoption will become effective on the date SISC receives legal evidence of both: (i) the intent to adopt; and (ii) that the Participant, spouse or domestic partner have either (a) the right to control the child's health care; or (b) assumed a legal obligation for full or partial financial responsibility for the child in anticipation of the child's adoption. Evidence of such control includes health facility minor release report, a medical authorization form or a relinquishment form. In order to have coverage continue beyond the first 31 days without lapse, a written application must be submitted to and received by the Claims Administrator within 31 days. A Dependent spouse becomes eligible on the first of the month following the date of marriage. A Domestic Partner becomes eligible on the first of the month following the date a domestic partnership is established as set forth in the Definitions section of this booklet. A child acquired by legal guardianship will be eligible on the date of the court ordered guardianship.

If a court has ordered that you provide coverage for your spouse, Domestic Partner or Dependent child under your health benefit Plan, their coverage will become effective within 31 days of presentation of a court order by the district attorney, or upon presentation of a court order or request by a custodial party, as described in Section 3751.5 of the Family Code.

If you or your Dependents voluntarily discontinued coverage under this Plan and later request reinstatement, you or your Dependents will be covered the earlier of 12 months from the date of request for reinstatement or at the Employer's next Open Enrollment Period.

If this Plan provides Benefits within 60 days of the date of discontinuance of the previous group health plan that was in effect with your Employer, you and all your Dependents who were validly covered under the previous group health plan on the date of discontinuance, will be eligible under this Plan.

## **RENEWAL OF PLAN DOCUMENT**

The Claims Administrator will offer to renew the Plan Document except in the following instances:

1. non-payment of fees (see "Termination of Benefits");
2. fraud, misrepresentations or omissions;
3. failure to comply with the Claims Administrator's applicable eligibility, participation or contribution rules;
4. termination of plan type by the Claims Administrator;
5. Employer relocates outside of California;
6. association membership ceases.

All groups will renew subject to the above.

## **SERVICES FOR EMERGENCY CARE**

The Benefits of this Plan will be provided for covered Services received anywhere in the world for the emergency care of an illness or injury.

Members who reasonably believe that they have an emergency medical condition which requires an emergency response are encouraged to appropriately use the "911" emergency response system where available.

Note: For the lowest out-of-pocket expenses, covered non-Emergency Services or emergency room follow-up Services (e.g., suture removal, wound check, etc.) should be received in a Participating Physician's office.

## **UTILIZATION REVIEW**

State law requires that health plans disclose to Participants and health plan providers the process used to authorize or deny health care services under the Plan.

The Claims Administrator has completed documentation of this process ("Utilization Review"), as required under Section 1363.5 of the California Health and Safety Code.

To request a copy of the document describing this Utilization Review process, call the Customer Service Department at the number listed on the last page of this booklet.

## **SECOND MEDICAL OPINION POLICY**

If you have a question about your diagnosis, or believe that additional information concerning your condition would be helpful in determining the most appropriate plan of treatment, you may make an appointment with another Physician for a second medical opinion. Your attending Physician may also offer to refer you to another Physician for a second opinion.

Remember that the second opinion visit is subject to all Plan Benefit limitations and exclusions.

## **HEALTH EDUCATION AND HEALTH PROMOTION SERVICES**

Health education and health promotion Services provided by the Claims Administrator's Center for Health and Wellness offer a variety of wellness resources including, but not limited to: a Participant newsletter and a prenatal health education program.

## **RETAIL-BASED HEALTH CLINICS**

Retail-based health clinics are Outpatient facilities, usually attached or adjacent to retail stores, pharmacies, etc., which provide limited, basic medical treatment for minor health issues. They are staffed by nurse practitioners under the direction of a Physician and offer services on a walk-in basis. Covered Services received from retail-based health clinics will be paid on the same basis and at the same Benefit levels as other covered Services shown in the Summary of Benefits. Retail-based health clinics may be found in the Preferred Provider Directory or the Online Physician Directory located at <http://www.blueshieldca.com>. See the Preferred Providers section for information on the advantages of choosing a Preferred Provider.

## **THE CLAIMS ADMINISTRATOR ONLINE**

The Claims Administrator's Internet site is located at <http://www.blueshieldca.com>. Members with Internet access and a Web browser may view and download healthcare information.

## **BENEFITS MANAGEMENT PROGRAM**

The Claims Administrator has established the Benefits Management Program to assist you, your Dependents, or provider in identifying the most appropriate and cost-effective course of treatment for which certain Benefits will be provided under this health Plan and for determining whether the services are Medically Necessary. However, you, your Dependents and provider make the final decision concerning treatment. The Benefits Management Program includes: prior authorization review for certain services; emergency admission notification; Hospital Inpatient review, discharge planning, and case management if determined to be applicable and appropriate by the Claims Administrator.

Certain portions of the Benefits Management Program also contain Additional and Reduced Payment requirements for either not contacting the Claims Administrator or not following the Claims Administrator's recommendations. Failure to contact the Plan for authorization of services listed in the sections below or failure to follow the Plan's recommendations may result in reduced payment or non-payment if the Claims Administrator determines the service was not a covered Service. Please read the following sections thoroughly so you understand your responsibilities in reference to the Benefits Management Program. Remember that all provisions of the Benefits Management Program also apply to your Dependents.

The Claims Administrator requires prior authorization for selected Inpatient and Outpatient services, supplies and Durable Medical Equipment; admission into an approved Hospice Program; and certain radiology procedures. Pre-admission review is required for all Inpatient Hospital and Skilled Nursing Facility services (except for Emergency Services\*).

\*See the paragraph entitled Emergency Admission Notification later in this section for notification requirements.

By obtaining prior authorization for certain services prior to receiving services, you and your provider can verify: (1) If the Claims Administrator considers the proposed treatment Medically Necessary, (2) if Plan Benefits will be provided for the proposed treatment, and (3) if the proposed setting is the most appropriate as determined by the Claims Administrator. You and your provider may be informed about Services that could be performed on an Outpatient basis in a Hospital or Outpatient Facility.

## **PRIOR AUTHORIZATION**

For services and supplies listed in the section below, you or your provider can determine before the service is provided whether a procedure or treatment program is a Covered Service and may also receive a recommendation for an alternative Service. Failure to contact the Claims Administrator as described below or failure to follow the recommendations of the Claims Administrator for Covered Services will result in a reduced payment per procedure as described in the section entitled Additional and Reduced Payments for Failure to Use the Benefits Management Program.

For Services other than those listed in the sections below, you, your Dependents or provider should consult the Principal Benefits and Coverages (Covered Services) section of this booklet to determine whether a service is covered.

You or your Physician must call the Customer Service telephone number indicated on the back of the Member's identification card for prior authorization for the services listed in this section except for the Outpatient radiological procedures described in item 10. below. For prior authorization for Outpatient radiological procedures, you or your Physician must call 1-888-642-2583.

You or your Physician must call the Customer Service telephone number indicated on the back of the Member's identification card for prior authorization of Outpatient Partial Hospitalization, Intensive Outpatient Care and Outpatient electroconvulsive therapy (ECT) Services for the treatment of Mental Health Conditions.

The Claims Administrator requires prior authorization for the following services:

1. Admission into an approved Hospice Program as specified under Hospice Program Benefits in the Covered Services section.
2. Clinical Trial for Cancer Benefits.

Members who have been accepted into an approved clinical trial for cancer as defined under the Covered Services section must obtain prior authorization from the Claims Administrator in order for the routine patient care delivered in a clinical trial to be covered.

Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for Hospice Program Benefits and Clinical Trial for Cancer Benefits above will result in non-payment of services by the Claims Administrator.

3. Select injectable drugs, except injectable contraceptives (prior authorization not required) administered in the Physician office setting.\*

\*Prior authorization is based on Medical Necessity, appropriateness of therapy, or when effective alternatives are available.

Note: Your Preferred or Non-Preferred Physician must obtain prior authorization for select injectable drugs administered in the Physician's office. Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for select injectable drugs may result in non-payment by the Claims Administrator if the service is determined not to be a covered Service; in that event you may be financially responsible for services rendered by a Non-Preferred Physician.

4. Home Health Care Benefits from Non-Preferred Providers.
5. Home Infusion/Home Injectable Therapy Benefits from Non-Preferred Providers.
6. Durable Medical Equipment Benefits, including but not limited to motorized wheelchairs, insulin infusion pumps, and Continuous Glucose Monitoring Systems (CGMS), except breast pumps (prior authorization not required).
7. Reconstructive Surgery.
8. Arthroscopic surgery of the temporomandibular joint (TMJ) Services.
9. Hemophilia home infusion products and Services.

Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for:

injectable drugs administered in the Physician office setting,

Home Health Care Benefits from Non-Preferred Providers,

Home Infusion/Home Injectable Therapy Benefits from Non-Preferred Providers,

Durable Medical Equipment Benefits,

Reconstructive Surgery,

arthroscopic surgery of the TMJ services,

and

hemophilia home infusion products and supplies

as described above may result in non-payment of services by the Claims Administrator.

10. The following radiological procedures when performed in an Outpatient setting on a non-emergency basis:

CT (Computerized Tomography) scans, MRIs (Magnetic Resonance Imaging), MRAs (Magnetic Resonance Angiography), PET (Positron Emission Tomography) scans, and any cardiac diagnostic procedure utilizing Nuclear Medicine.

Prior authorization is not required for these radiological services when obtained outside of California. See the "Out-Of-Area Program: The BlueCard Program" section of this booklet for an explanation of how payment is made for out of state services.

11. Special Transplant Benefits as specified under Transplant Benefits - Special in the Covered Services section.
12. All bariatric surgery.
13. Hospital and Skilled Nursing Facility admissions (see the subsequent Hospital and Skilled Nursing Facility Admissions section for more information).
14. Behavioral Health Treatment, Outpatient Partial Hospitalization, Intensive Outpatient Care and Outpatient ECT Services for the treatment of Mental Health Conditions.
15. Medically Necessary dental and orthodontic Services that are an integral part of Reconstructive Surgery for cleft palate procedures.

Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for:

Outpatient radiological procedures as specified above,

Special Transplant Benefits,

all bariatric surgery,

Hospital and Skilled Nursing Facility admissions,

Behavioral Health Treatment, Outpatient psychiatric Partial Hospitalization, Intensive Outpatient Care and Outpatient ECT Services, and dental and orthodontic Services that are an integral part of Reconstructive Surgery for cleft palate procedures.

as described above will result in a reduced payment as described in the Additional and Reduced Payments for Failure to Use the Benefits Management Program section or may result in non-payment if the Claims Administrator determines that the service is not a covered Service.

Other specific services and procedures may require prior authorization as determined by the Claims Administrator. A list of services and procedures requiring prior authorization can be obtained by your provider by going to <http://www.blueshieldca.com> or by calling the Customer Service telephone number indicated on the back of the Member's identification card.

## **HOSPITAL AND SKILLED NURSING FACILITY ADMISSIONS**

Prior authorization must be obtained from the Claims Administrator for all Hospital and Skilled Nursing Facility admissions (except for admissions required for Emergency Services). Included are hospitalizations for continuing Inpatient Rehabilitation and skilled nursing care, transplants, bariatric surgery, and Inpatient Mental Health Services if this health plan provides these benefits.

### **Prior Authorization for Other than Mental Health Admissions**

Whenever a Hospital or Skilled Nursing Facility admission is recommended by your Physician, you or your Physician must contact the Claims Administrator at the Customer Service telephone number indicated on the back of the Member's identification card at least 5 business days prior to the admission. However, in case of an admission for Emergency Services, the Claims Administrator should receive emergency admission notification within 24 hours or by the end of the first business day following the admission, or as soon as it is reasonably possible to do so. The Claims Administrator will discuss the Benefits available, review the medical information provided and may recommend that to obtain the full Benefits of this health Plan that the Services be performed on an Outpatient basis.

Examples of procedures that may be recommended to be performed on an Outpatient basis if medical conditions do not indicate Inpatient care include:

1. Biopsy of lymph node, deep axillary;
2. Hernia repair, inguinal;
3. Esophagogastroduodenoscopy with biopsy;
4. Excision of ganglion;
5. Repair of tendon;
6. Heart catheterization;

7. Diagnostic bronchoscopy;
8. Creation of arterial venous shunts (for hemodialysis).

Failure to contact the Claims Administrator as described or failure to follow the recommendations of the Claims Administrator will result in an additional payment per admission as described in the Additional and Reduced Payments for Failure to Use the Benefits Management Program section or may result in reduction or non-payment by the Claims Administrator if it is determined that the admission is not a covered Service.\*

\*Note: For admissions for special transplant Benefits and for bariatric Services for residents of designated counties, failure to receive prior authorization in writing and/or failure to have the procedure performed at the Claims Administrator designated facility will result in non-payment of services by the Claims Administrator. See Transplant Benefits and Bariatric Surgery Benefits for Residents of Designated Counties in California under the Covered Services section for details.

### **Prior Authorization for Inpatient Mental Health Services, Outpatient Partial Hospitalization, Intensive Outpatient Care and Outpatient ECT Services**

All Inpatient Mental Health Services, Outpatient Partial Hospitalization, Intensive Outpatient Care and Outpatient ECT Services, except for Emergency Services, must be prior authorized by the Claims Administrator.

For an admission for Emergency Mental Health Services, the Claims Administrator should receive emergency admission notification within 24 hours or by the end of the first business day following the admission, or as soon as it is reasonably possible to do so, or the Participant may be responsible for the additional payment as described below.

For prior authorization of Inpatient Mental Health Services, Intensive Outpatient Care, Outpatient Partial Hospitalization and Outpatient ECT Services, call the Customer Service telephone number indicated on the back of the Member's identification card.

Failure to contact the Claims Administrator as described above or failure to follow the recommendations of the Claims Administrator will result in an additional payment per admission as described in the Additional and Reduced Payments for Failure to Use the Benefits Management Program section or may result in reduction or non-payment by the Claims Administrator if it is determined that the admission is not a covered Service. For Outpatient Partial Hospitalization, Intensive Outpatient Care and Outpatient ECT Services, failure to contact the Claims Administrator as described above or failure to follow the recommendations of the Claims Administrator will result in non-payment of services by the Claims Administrator.

Note: The Claims Administrator will render a decision on all requests for prior authorization within 5 business days from receipt of the request. The treating provider will be

notified of the decision within 24 hours followed by written notice to the provider and Participant within 2 business days of the decision. For urgent services in situations in which the routine decision making process might seriously jeopardize the life or health of a Member or when the Member is experiencing severe pain, the Claims Administrator will respond as soon as possible to accommodate the Member's condition not to exceed 72 hours from receipt of the request.

### **EMERGENCY ADMISSION NOTIFICATION**

If you are admitted for Emergency Services, the Claims Administrator should receive emergency admission notification within 24 hours or by the end of the first business day following the admission, or as soon as it is reasonably possible to do so, or you may be responsible for the additional payment as described under the Additional and Reduced Payments for Failure to Use the Benefits Management Program section.

### **HOSPITAL INPATIENT REVIEW**

The Claims Administrator monitors Inpatient stays. The stay may be extended or reduced as warranted by your condition, except in situations of maternity admissions for which the length of stay is 48 hours or less for a normal, vaginal delivery or 96 hours or less for a Cesarean section unless the attending Physician, in consultation with the mother, determines a shorter Hospital length of stay is adequate. Also, for mastectomies or mastectomies with lymph node dissections, the length of Hospital stays will be determined solely by your Physician in consultation with you. When a determination is made that the Member no longer requires the level of care available only in an Acute Care Hospital, written notification is given to you and your Doctor of Medicine. You will be responsible for any Hospital charges Incurred beyond 24 hours of receipt of notification.

### **DISCHARGE PLANNING**

If further care at home or in another facility is appropriate following discharge from the Hospital, the Claims Administrator may work with you, your Physician and the Hospital discharge planners to determine whether benefits are available under this Plan to cover such care.

### **CASE MANAGEMENT**

The Benefits Management Program may also include case management, which provides assistance in making the most efficient use of Plan Benefits. Individual case management may also arrange for alternative care benefits in place of prolonged or repeated hospitalizations, when it is determined to be appropriate through the Claims Administrator review. Such alternative care benefits will be available only by mutual consent of all parties and, if approved, will not exceed the Benefit to which you would otherwise have been entitled under this Plan. The Claims Administrator is not obligated to provide the same or similar alternative care benefits to any other person in any other instance. The approval of alternative benefits will be for a specific period of

time and will not be construed as a waiver of the Claims Administrator's right to thereafter administer this health Plan in strict accordance with its express terms.

## **ADDITIONAL AND REDUCED PAYMENTS FOR FAILURE TO USE THE BENEFITS MANAGEMENT PROGRAM**

For non-Emergency Services, additional payments may be required, or payments may be reduced, as described below, when a Participant or Dependent fails to follow the procedures described under the Prior Authorization and Skilled Nursing Facility Admissions sections of the Benefits Management Program. These additional payments will be required in addition to any applicable Calendar Year Deductible, Copayment and amounts in excess of Benefit dollar maximums specified and will not be included in the calculation of the Participant's maximum Calendar Year Copayment responsibility.

1. Failure to contact the Claims Administrator as described under the Prior Authorization of the Benefits Management Program or failure to follow the recommendations of the Claims Administrator will result in an additional payment per Hospital or Skilled Nursing Facility admission as described below or may result in reduction or non-payment by the Claims Administrator if it is determined that the admission is not a covered Service.
2. Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for Outpatient Partial Hospitalization, Intensive Outpatient Care and Outpatient ECT Services, will result in non-payment of services by the Claims Administrator.
3. Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for covered, Medically Necessary enteral formulas will result in a 50% reduction in the amount payable by the Claims Administrator after the calculation of the Deductible and any applicable Copayments required by this Plan. You will be responsible for the applicable Deductibles and/or Copayments and the additional 50% of the charges that are payable under this Plan.
4. Failure to receive prior authorization for the radiological procedures listed in the Benefits Management Program section under Prior Authorization or to follow the recommendations of the Claims Administrator will result in non-payment for procedures which are determined not to be covered Services.

## **DEDUCTIBLE**

### **CALENDAR YEAR DEDUCTIBLE (MEDICAL PLAN DEDUCTIBLE)**

The Calendar Year per Member and per Family Deductible amounts are shown on the Summary of Benefits. After the

Calendar Year Deductible is satisfied for those Services to which it applies, Benefits will be provided for covered Services. This Deductible must be made up of charges covered by the Plan. Charges in excess of the Allowable Amount do not apply toward the Deductible. The Deductible must be satisfied once during each Calendar Year by or on behalf of each Member separately, except that the Deductible shall be deemed satisfied with respect to the Participant and all of his covered Dependents collectively after the Family Deductible amount has been satisfied. Note: The Deductible also applies to a newborn child or a child placed for adoption, who is covered for the first 31 days even if application is not made to add the child as a Dependent on the Plan. The Calendar Year Deductible does not count toward the maximum Calendar Year Copayment responsibility.

## **SERVICES NOT SUBJECT TO THE DEDUCTIBLE**

The Calendar Year Deductible applies to all covered Services Incurred during a Calendar Year except for certain Services as listed in the Summary of Benefits.

## **LAST QUARTER CARRY OVER**

If charges for covered Services received during the last 3 months of the Calendar Year are applied to the Deductible, the Deductible for the next Calendar Year will be reduced by that amount.

## **NO MEMBER MAXIMUM LIFETIME BENEFITS**

There is no maximum limit on the aggregate payments by the Plan for covered Services provided under the Plan.

## **NO ANNUAL DOLLAR LIMIT ON ESSENTIAL BENEFITS**

This Plan contains no annual dollar limits on essential benefits as defined by federal law.

## **PAYMENT**

The Participant Copayment amounts, applicable Deductibles, and Copayment maximum amounts for covered Services are shown in the Summary of Benefits. The Summary of Benefits also contains information on Benefit and Copayment maximums and restrictions.

Complete benefit descriptions may be found in the Principal Benefits and Coverages (Covered Services) section. Plan exclusions and limitations may be found in the Principal Limitations, Exceptions, Exclusions and Reductions section.

## **Out-of-Area Programs**

Benefits will be provided for Covered Services received outside of California within the United States, Puerto Rico, and U.S. Virgin Islands. The Claims Administrator calculates the Participant's Copayment either as a percentage of

the Allowable Amount or a dollar Copayment, as defined in this booklet. When Covered Services are received in another state, the Participant's Copayment will be based on the local Blue Cross and/or Blue Shield plan's arrangement with its providers. See the BlueCard Program section in this booklet.

The Claims Administrator has a variety of relationships with other Blue Cross and/or Blue Shield Plans and their Licensed Controlled Affiliates ("Licensees") referred to generally as "Inter-Plan Programs." Whenever you obtain healthcare services outside of California, the claims for these services may be processed through one of these Inter-Plan Programs, which includes the BlueCard Program.

When you access Covered Services outside of California you may obtain care from healthcare providers that have a contractual agreement (i.e., are "participating providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Plan"). In some instances, you may obtain care from non-participating healthcare providers. The Claims Administrator's payment practices in both instances are described in this booklet.

If you do not see a Participating Provider through the BlueCard Program, you will have to pay for the entire bill for your medical care and submit a claim form to the local Blue Cross and/or Blue Shield plan or to the Claims Administrator for payment. The Claims Administrator will notify you of its determination within 30 days after receipt of the claim. The Claims Administrator will pay you at the Non-Preferred Provider Benefit level. Remember, your Copayment is higher when you see a Non-Preferred Provider. You will be responsible for paying the entire difference between the amount paid by the Claims Administrator and the amount billed.

Charges for Services which are not covered, and charges by Non-Preferred Providers in excess of the amount covered by the Plan, are the Participant's responsibility and are not included in Copayment calculations.

To receive the maximum Benefits of your Plan, please follow the procedure below.

When you require Covered Services while traveling outside of California:

1. call *BlueCard Access*<sup>®</sup> at 1-800-810-BLUE (2583) to locate Physicians and Hospitals that participate with the local Blue Cross and/or Blue Shield plan, or go on-line at <http://www.bcbs.com> and select the "Find a Doctor or Hospital" tab; and,
2. visit the Participating Physician or Hospital and present your membership card.

The Participating Physician or Hospital will verify your eligibility and coverage information by calling *BlueCard Eligibility* at 1-800-676-BLUE. Once verified and after Services are provided, a claim is submitted electronically and the Participating Physician or Hospital is paid directly. You

may be asked to pay for your applicable Copayment and Plan Deductible at the time you receive the service.

You will receive an Explanation of Benefits which will show your payment responsibility. You are responsible for the Copayment and Plan Deductible amounts shown in the Explanation of Benefits.

Prior authorization is required for all Inpatient Hospital Services and notification is required for Inpatient Emergency Services. Prior authorization is required for selected Inpatient and Outpatient Services, supplies and Durable Medical Equipment. To receive prior authorization from the Claims Administrator, the out-of-area provider should call the customer service number noted on the back of your identification card.

If you need Emergency Services, you should seek immediate care from the nearest medical facility. The Benefits of this Plan will be provided for Covered Services received anywhere in the world for emergency care of an illness or injury.

### **Care for Covered Urgent Care and Emergency Services Outside the United States**

Benefits will also be provided for covered urgent and emergency services received outside of the United States, Puerto Rico, and U.S. Virgin Islands. If you need urgent care while out of the country, call the BlueCard Worldwide Service Center either at the toll-free BlueCard Access number (1-800-810-2583) or collect (1-804-673-1177), 24 hours a day, 7 days a week. In an emergency, go directly to the nearest Hospital. If your coverage requires precertification or prior authorization, you should also call the Claims Administrator at the customer service number noted on the back of your identification card. For Inpatient Hospital care, contact the BlueCard Worldwide Service Center to arrange cashless access. If cashless access is arranged, you are responsible for the usual out-of-pocket expenses (non-covered charges, Deductibles, and Copayments). If cashless access is not arranged, you will have to pay the entire bill for your medical care and submit a claim to the BlueCard Worldwide Service Center.

When you receive services from a Physician, you will have to pay the doctor and then submit a claim.

Before traveling abroad, call your local Customer Service office for the most current listing of providers world-wide or you can go on-line at <http://www.bcbs.com> and select "Find a Doctor or Hospital" and "BlueCard Worldwide."

### **BlueCard Program**

Under the BlueCard® Program, when you obtain Covered Services within the geographic area served by a Host Plan, the Plan will remain responsible for any payment due, excluding the Participant's liability (e.g., Copayment and Plan Deductible amounts shown in this booklet). However the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare providers.

The BlueCard Program enables you to obtain Covered Services outside of California, as defined, from a healthcare provider participating with a Host Plan, where available. The participating healthcare provider will automatically file a claim for the Covered Services provided to you, so there are no claim forms for you to fill out. You will be responsible for the member Copayment and Deductible amounts, if any, as stated in this booklet.

Whenever you access Covered Services outside of California and the claim is processed through the BlueCard Program, the amount you pay for Covered Services, if not a flat dollar copayment, is calculated based on the lower of:

1. The billed covered charges for your Covered Services; or
2. The negotiated price that the Host Plan makes available to the Claims Administrator.

Often, this "negotiated price" will be a simple discount that reflects an actual price that the Host Plan 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 under-estimation of modifications of past pricing for the types of transaction modifications noted above. However, such adjustments will not affect the price the Claims Administrator uses for your claim because they will not be applied retroactively to claims already paid.

Laws in a small number of states may require the Host Plan to add a surcharge to your calculation. If any state laws mandate other liability calculation methods, including a surcharge, we would then calculate your liability for any Covered Services according to applicable law.

Claims for Covered Services are paid based on the Allowable Amount as defined in this booklet.

### **PARTICIPANT'S MAXIMUM CALENDAR YEAR COPAYMENT RESPONSIBILITY**

The per Member and per Family maximum Copayment responsibility each Calendar Year for covered Services rendered by any combination of Preferred Providers, Non-Preferred Providers and Other Providers is shown on the Summary of Benefits.

Once a Member's maximum responsibility has been met\*, the Plan will pay 100% of the Allowable Amount for that Member's covered Services for the remainder of that Calendar Year, except as described below. Once the Family maximum responsibility has been met\*, the Plan will pay

100% of the Allowable Amount for the Participant's and all covered Dependents' covered Services for the remainder of that Calendar Year, except as described below.

Charges for Services which are not covered, charges above the Allowable Amount, charges in excess of the amount covered by the Plan, and reduced payments Incurred under the Benefits Management Program are the Participant's responsibility and are not included in the maximum Calendar Year Copayment responsibility.

\*Note: Certain Services and amounts are not included in the calculation of the maximum Calendar Year Copayment. These items are shown on the Summary of Benefits.

Charges for these items may cause a Participant's payment responsibility to exceed the maximums.

Copayments and charges for Services not accruing to the Participant's maximum Calendar Year Copayment responsibility continue to be the Participant's responsibility after the Calendar Year Copayment maximum is reached.

## **PRINCIPAL BENEFITS AND COVERAGES (COVERED SERVICES)**

Benefits are provided for the following Medically Necessary covered Services, subject to applicable Deductibles, Copayments and charges in excess of Benefit maximums, Preferred Provider provisions and Benefits Management Program provisions. Coverage for these Services is subject to all terms, conditions, limitations and exclusions of the Plan, to any conditions or limitations set forth in the benefit descriptions below, and to the Principal Limitations, Exceptions, Exclusions and Reductions listed in this booklet. If there are two or more Medically Necessary services that may be provided for the illness, injury or medical condition, the Claims Administrator will provide Benefits based on the most cost-effective service.

The Copayments for covered Services, if applicable, are shown on the Summary of Benefits.

Note: Except as may be specifically indicated, for Services received from Non-Preferred and Non-Participating Providers Participants will be responsible for all charges above the Allowable Amount in addition to the indicated dollar or percentage Participant Copayment.

Except as specifically provided herein, Services are covered only when rendered by an individual or entity that is licensed or certified by the state to provide health care services and is operating within the scope of that license or certification.

### **ACUPUNCTURE BENEFITS**

Benefits are provided for acupuncture evaluation and treatment by a Doctor of Medicine (M.D.) or a certificated acupuncturist up to a per Member per Calendar Year Benefit maximum as shown on the Summary of Benefits.

## **ALLERGY TESTING AND TREATMENT BENEFITS**

Benefits are provided for allergy testing and treatment.

### **AMBULANCE BENEFITS**

Benefits are provided for (1) Medically Necessary ambulance Services (surface and air) when used to transport a Member from place of illness or injury to the closest medical facility where appropriate treatment can be received, or (2) Medically Necessary ambulance transportation from one medical facility to another.

### **AMBULATORY SURGERY CENTER BENEFITS**

Ambulatory surgery Services means surgery which does not require admission to a Hospital (or similar facility) as a registered bed patient.

Outpatient routine newborn circumcisions are covered when performed in an ambulatory surgery center. For the purposes of this Benefit, routine newborn circumcisions are circumcisions performed within 18 months of birth.

Outpatient Services including general anesthesia and associated facility charges in connection with dental procedures are covered when performed in an ambulatory surgery center because of an underlying medical condition or clinical status and the Member is under the age of seven or developmentally disabled regardless of age or when the Member's health is compromised and for whom general anesthesia is Medically Necessary regardless of age. This benefit excludes dental procedures and services of a dentist or oral surgeon.

Note: Reconstructive Surgery is only covered when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in appearance. In accordance with the Women's Health & Cancer Rights Act, Reconstructive Surgery is covered on either breast to restore and achieve symmetry incident to a mastectomy including treatment of physical complications of a mastectomy and lymphedemas. For coverage of prosthetic devices incident to a mastectomy, see Reconstructive Surgery under Professional (Physician) Benefits. Benefits will be provided in accordance with guidelines established by the Claims Administrator and developed in conjunction with plastic and reconstructive surgeons.

No benefits will be provided for the following surgeries or procedures unless for Reconstructive Surgery:

- Surgery to excise, enlarge, reduce, or change the appearance of any part of the body;
- Surgery to reform or reshape skin or bone;
- Surgery to excise or reduce skin or connective tissue that is loose, wrinkled, sagging, or excessive on any part of the body;
- Hair transplantation; and



- Upper eyelid blepharoplasty without documented significant visual impairment or symptomatology.

This limitation shall not apply to breast reconstruction when performed subsequent to a mastectomy, including surgery on either breast to achieve or restore symmetry.

### **BARIATRIC SURGERY BENEFITS FOR RESIDENTS OF DESIGNATED COUNTIES IN CALIFORNIA**

Benefits are provided for Hospital and professional Services in connection with Medically Necessary bariatric surgery to treat morbid or clinically severe obesity as described below.

All bariatric surgery Services must be prior authorized, in writing, from the Claims Administrator's Medical Director. Prior authorization is required for all Members, whether residents of a designated or non-designated county.

#### **Services for Residents of Designated Counties in California**

For Members who reside in a California county designated as having facilities contracting with the Claims Administrator to provide bariatric Services\*, the Claims Administrator will provide Benefits for certain Medically Necessary bariatric surgery procedures only if:

1. performed at a Preferred bariatric surgery Services Hospital or Ambulatory Surgery Center and by a Preferred bariatric surgery Services Physician that have contracted with the Claims Administrator to provide the procedure; and,
2. they are consistent with the Claims Administrator's medical policy; and,
3. prior authorization is obtained, in writing, from the Claims Administrator's Medical Director.

\*See the list of designated counties below.

The Claims Administrator reserves the right to review all requests for prior authorization for these bariatric Benefits and to make a decision regarding benefits based on a) the medical circumstances of each patient, and b) consistency between the treatment proposed and the Claims Administrator medical policy.

For Members who reside in a designated county, failure to obtain prior written authorization as described above and/or failure to have the procedure performed at a Preferred bariatric surgery Services Hospital by a Preferred bariatric surgery Services Physician will result in denial of claims for this benefit.

Note: Services for follow-up bariatric surgery procedures, such as lap-band adjustments, must be provided by a Preferred Bariatric Surgery Services Physician, whether performed in a Preferred Bariatric Surgery Services Hospital, a qualified Ambulatory Surgery Center, or the Preferred Bariatric Surgery Services Physician's office.

The following are designated counties in which the Claims Administrator has contracted with facilities and physicians to provide bariatric Services:

Imperial	San Bernardino
Kern	San Diego
Los Angeles	Santa Barbara
Orange	Ventura
Riverside	

#### **Bariatric Travel Expense Reimbursement for Residents of Designated Counties in California**

Members who reside in designated counties and who have obtained written authorization from the Claims Administrator to receive bariatric Services at a Preferred bariatric surgery Services Hospital may be eligible to receive reimbursement for associated travel expenses.

To be eligible to receive travel expense reimbursement, the Member's home must be 50 or more miles from the nearest Preferred bariatric surgery Services Hospital. All requests for travel expense reimbursement must be prior approved by the Claims Administrator. Approved travel-related expenses will be reimbursed as follows:

1. Transportation to and from the facility up to a maximum of \$130 per trip:
  - a. for the Member for a maximum of 3 trips:
    - 1 trip for a pre-surgical visit,
    - 1 trip for the surgery, and
    - 1 trip for a follow-up visit.
  - b. for one companion for a maximum of 2 trips:
    - 1 trip for the surgery, and
    - 1 trip for a follow-up visit.
2. Hotel accommodations not to exceed \$100 per day:
  - a. for the Member and one companion for a maximum of 2 days per trip:
    - 1 trip for a pre-surgical visit, and
    - 1 trip for a follow-up visit.
  - b. for one companion for a maximum of 4 days for the duration of the surgery admission.
 

All hotel accommodation is limited to one, double-occupancy room. Expenses for in-room and other hotel services are specifically excluded.
3. Related expenses judged reasonable by the Claims Administrator not to exceed \$25 per day per Member up to a maximum of 4 days per trip. Expenses for tobacco, alcohol, drugs, telephone, television, delivery, and recreation are specifically excluded.

Submission of adequate documentation including receipts is required before reimbursement will be made.

Covered bariatric travel expenses are not subject to the Calendar Year Deductible and do not accrue to the Participant's maximum Calendar Year Copayment responsibility.

Note: Bariatric surgery Services for residents of non-designated counties will be paid as any other surgery as described in the Summary of Benefits when:

1. Services are consistent with the Claims Administrator's medical policy; and,
2. prior authorization is obtained, in writing, from the Claims Administrator's Medical Director.

For Members who reside in non-designated counties, travel expenses associated with bariatric surgery Services are not covered.

## **CHIROPRACTIC BENEFITS**

Benefits are provided for Medically Necessary Chiropractic Services rendered by a chiropractor. The chiropractic Benefit includes the initial and subsequent office visits, an initial examination, adjustments, conjunctive therapy, and X-ray Services up to the Benefit maximum.

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

Covered X-ray Services provided in conjunction with this Benefit have an additional Copayment as shown under the Outpatient X-ray, Pathology and Laboratory Benefits section.

## **CLINICAL TRIAL FOR CANCER BENEFITS**

Benefits are provided for routine patient care for Members who have been accepted into an approved clinical trial for cancer when prior authorized by the Claims Administrator, and:

1. the clinical trial has a therapeutic intent and the Member's treating Physician determines that participation in the clinical trial has a meaningful potential to benefit the Member with a therapeutic intent; and
2. the Member's treating Physician recommends participation in the clinical trial; and
3. the Hospital and/or Physician conducting the clinical trial is a Participating Provider, unless the protocol for the trial is not available through a Participating Provider.

Services for routine patient care will be paid on the same basis and at the same Benefit levels as other covered Services shown in the Summary of Benefits.

Routine patient care consists of those Services that would otherwise be covered by the Plan if those Services were not provided in connection with an approved clinical trial, but does not include:

1. Drugs or devices that have not been approved by the federal Food and Drug Administration (FDA);

2. Services other than health care services, such as travel, housing, companion expenses and other non-clinical expenses;
3. Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the patient;
4. Services that, except for the fact that they are being provided in a clinical trial, are specifically excluded under the Plan;
5. Services customarily provided by the research sponsor free of charge for any enrollee in the trial.

An approved clinical trial is limited to a trial that is:

1. Approved by one of the following:
  - a. one of the National Institutes of Health;
  - b. the federal Food and Drug Administration, in the form of an investigational new drug application;
  - c. the United States Department of Defense;
  - d. the United States Veterans Administration; or
2. Involves a drug that is exempt under federal regulations from a new drug application.

## **DIABETES CARE BENEFITS**

### **Diabetes Equipment**

Benefits are provided for the following devices and equipment, including replacement after the expected life of the item and when Medically Necessary, for the management and treatment of diabetes when Medically Necessary:

- a. blood glucose monitors, including those designed to assist the visually impaired;
- b. insulin pumps and all related necessary supplies;
- c. podiatric devices to prevent or treat diabetes-related complications, including extra-depth orthopedic shoes;
- d. visual aids, excluding eyewear and/or video-assisting devices, designed to assist the visually impaired with proper dosing of Insulin.

For coverage of diabetic testing supplies including blood and urine testing strips and test tablets, lancets and lancet puncture devices and pen delivery systems for the administration of insulin, refer to the Outpatient Prescription Drug Benefit section if your Employer provides benefits for outpatient prescription drugs.

### **Diabetes Outpatient Self-Management Training**

Benefits are provided for diabetes Outpatient self-management training, education and medical nutrition therapy that is Medically Necessary to enable a Participant to properly use the devices, equipment and supplies, and any additional Outpatient self-management training, education and medical nutrition therapy when directed or prescribed by the Member's Physician. These benefits shall include, but not be limited to, instruction that will enable diabetic

patients and their families to gain an understanding of the diabetic disease process, and the daily management of diabetic therapy, in order to thereby avoid frequent hospitalizations and complications. Services will be covered when provided by Physicians, registered dietitians or registered nurses who are certified diabetes educators.

### **DIALYSIS CENTERS BENEFITS**

Benefits are provided for Medically Necessary dialysis Services, including renal dialysis, hemodialysis, peritoneal dialysis and other related procedures.

Included in this Benefit are Medically Necessary dialysis related laboratory tests, equipment, medications, supplies and dialysis self-management training for home dialysis.

### **DURABLE MEDICAL EQUIPMENT BENEFITS**

Medically necessary Durable Medical Equipment for Activities of Daily Living, supplies needed to operate Durable Medical Equipment, oxygen and its administration, and ostomy and medical supplies to support and maintain gastrointestinal, bladder or respiratory function are covered. Other covered items include peak flow monitors for self-management of asthma, the glucose monitor for self-management of diabetes, apnea monitors for management of newborn apnea, breast pump and the home prothrombin monitor for specific conditions as determined by the Claims Administrator. Benefits are provided at the most cost-effective level of care that is consistent with professionally recognized standards of practice. If there are two or more professionally recognized appliances equally appropriate for a condition, Benefits will be based on the most cost-effective appliance.

Medically necessary Durable Medical Equipment for Activities of Daily Living, including repairs, is covered as described in this section, except as noted below:

1. No benefits are provided for rental charges in excess of the purchase cost;
2. Replacement of Durable Medical Equipment is covered only when it no longer meets the clinical needs of the patient or has exceeded the expected lifetime of the item\*

\*This does not apply to the Medically Necessary replacement of nebulizers, face masks and tubing, and peak flow monitors for the management and treatment of asthma. (Note: See the Outpatient Prescription Drug Benefit for benefits for asthma inhalers and inhaler spacers, if your Employer provides benefits for outpatient prescription drugs.);

3. Breast pump rental or purchase is only covered if obtained from a designated Participating Provider in accordance with the Claims Administrator medical policy. For further information call Customer Service or go to <http://www.blueshieldca.com>.

No benefits are provided for environmental control equipment, generators, self-help/educational devices, air conditioners, humidifiers, dehumidifiers, air purifiers, exercise equipment, or any other equipment not primarily medical in nature. No benefits are provided for backup or alternate items.

Note: See the Diabetes Care Benefits section for devices, equipment and supplies for the management and treatment of diabetes.

For Members in a Hospice Program through a Participating Hospice Agency, medical equipment and supplies that are reasonable and necessary for the palliation and management of Terminal Illness and related conditions are provided by the Hospice Agency.

### **EMERGENCY ROOM BENEFITS**

Benefits are provided for Medically Necessary Services provided in the Emergency Room of a Hospital. For the lowest out-of-pocket expenses you should obtain Services that are not emergencies such as Emergency Room follow-up Services (e.g., suture removal, wound check, etc.) in a Participating Physician's office.

Emergency Services are Services provided for an unexpected medical condition, including a psychiatric emergency medical condition, manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following: (1) placing the Member's health in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part.

Note: Emergency Room Services resulting in an admission to a Non-Preferred Hospital which the Claims Administrator determines is not an emergency will be paid as part of the Inpatient Hospital Services. The Participant Copayment for non-emergency Inpatient Hospital Services from a Non-Preferred Hospital is shown on the Summary of Benefits.

For Emergency Room Services directly resulting in an admission to a different Hospital, the Participant is responsible for the Emergency Room Participant Copayment plus the appropriate Admitting Hospital Services Participant Copayment as shown on the Summary of Benefits.

### **FAMILY PLANNING BENEFITS**

Benefits are provided for the following Family Planning Services without illness or injury being present.

For Family Planning Services, for Plans with a Calendar Year Deductible for Services by Preferred Providers, the Calendar Year Deductible only applies to male sterilizations and to abortions.

Note: No benefits are provided for Family Planning Services from Non-Preferred Providers. No benefits are provided for IUDs when used for non-contraceptive reasons

except the removal to treat Medically Necessary Services related to complications.

1. Family planning counseling and consultation Services, including Physician office visits for diaphragm fitting or injectable contraceptives;
2. Intrauterine devices (IUDs), including insertion and/or removal;
3. Implantable contraceptives;
4. Injectable contraceptives when administered by a Physician;
5. Voluntary sterilization (tubal ligation and vasectomy) and elective abortions;
6. Diaphragm fitting procedure.

## HEARING AID BENEFITS

Your Plan provides coverage for hearing aid Services, subject to the conditions and limitations listed below.

The hearing aid Services Benefit provides a \$700 combined maximum allowance every 24 months towards covered hearing aids and Services as specified below. The hearing aid Services Benefit is separate and apart from the other Benefits described in your Summary of Benefits. You are not required to use the Claims Administrator Preferred Provider to obtain these services as the Claims Administrator does not maintain a network of contracted providers for these services. You may obtain these services from any provider of your choosing and submit a claim to the Claims Administrator for reimbursement for covered Services up to the combined maximum allowance. For information on submitting a claim, see the "Submitting a Claim Form" paragraphs in the Introduction section of your Summary of Benefits.

### Hearing Aids and Ancillary Equipment

The Benefit allowance is provided for hearing aids and ancillary equipment up to a maximum of \$700 per Member in any 24-month period. You are responsible for the cost of any hearing aid Services which are in excess of this Benefit allowance.

The hearing aid Benefit includes: a hearing aid instrument, monaural or binaural including ear mold(s), the initial battery, cords and other ancillary equipment. The Benefit also includes visits for fitting, counseling and adjustments.

The following services and supplies are not covered:

1. Purchase of batteries or other ancillary equipment, except those covered under the terms of the initial hearing aid purchase;
2. Charges for a hearing aid which exceed specifications prescribed for correction of a hearing loss;
3. Replacement parts for hearing aids, repair of hearing aids after the covered warranty period and replacement of hearing aids more than once in any 24-month period;

4. Surgically implanted hearing devices.

## HOME HEALTH CARE BENEFITS

Benefits are provided for home health care Services when the Services are Medically Necessary, ordered by the attending Physician, and included in a written treatment plan.

Services by a Non-Participating Home Health Care Agency, shift care, private duty nursing and stand-alone health aide services must be prior authorized by the Claims Administrator.

Covered Services are subject to any applicable Deductibles and Copayments. Visits by home health care agency providers will be payable up to a combined per Person per Calendar Year visit maximum as shown on the Summary of Benefits.

Intermittent and part-time visits by a home health agency to provide Skilled Nursing and other skilled Services are covered up to 4 visits per day, 2 hours per visit not to exceed 8 hours per day by any of the following professional providers:

1. Registered nurse;
2. Licensed vocational nurse;
3. Physical therapist, occupational therapist, or speech therapist;
4. Certified home health aide in conjunction with the Services of 1., 2. or 3. above;
5. Medical social worker.

For the purpose of this Benefit, visits from home health aides of 4 hours or less shall be considered as one visit.

In conjunction with professional Services rendered by a home health agency, medical supplies used during a covered visit by the home health agency necessary for the home health care treatment plan and related laboratory Services are covered to the extent the Benefits would have been provided had the Member remained in the Hospital or Skilled Nursing Facility.

This Benefit does not include medications, drugs or injectables covered under the Home Infusion/Home Injectable Therapy Benefits or under the supplemental Benefit for Outpatient Prescription Drugs, if your Employer provides benefits for outpatient prescription drugs.

Skilled Nursing Services are defined as a level of care that includes Services that can only be performed safely and correctly by a licensed nurse (either a registered nurse or a licensed vocational nurse).

Note: See the Hospice Program Services section for information about when a Member is admitted into a Hospice Program and a specialized description of Skilled Nursing Services for hospice care.

Note: For information concerning diabetes self-management training, see the Diabetes Care Benefits section.

## **HOME INFUSION/HOME INJECTABLE THERAPY BENEFITS**

Benefits are provided for home infusion and intravenous (IV) injectable therapy, except for Services related to hemophilia which are described below. Services include home infusion agency skilled nursing visits, parenteral nutrition Services, enteral nutritional Services and associated supplements, medical supplies used during a covered visit, pharmaceuticals administered intravenously, related laboratory Services, and for Medically Necessary FDA approved injectable medications when prescribed by a Doctor of Medicine and provided by a home infusion agency. Services from Non-Participating Home Infusion Agencies, shift care and private duty nursing must be prior authorized by the Claims Administrator.

This Benefit does not include medications, drugs, Insulin, Insulin syringes, certain Specialty Drugs covered under the Outpatient Prescription Drug Benefits Supplement, if your Employer provides benefits for outpatient prescription drugs and Services related to hemophilia which are described below.

Skilled Nursing Services are defined as a level of care that includes services that can only be performed safely and correctly by a licensed nurse (either a registered nurse or a licensed vocational nurse).

Note: Benefits are also provided for infusion therapy provided in infusion suites associated with a Participating Home Infusion Agency.

Note: Services rendered by Non-Participating Home Health Care and Home Infusion Agencies must be prior authorized by the Claims Administrator.

### **Hemophilia home infusion products and Services**

Benefits are provided for home infusion products for the treatment of hemophilia and other bleeding disorders. All Services must be prior authorized by the Claims Administrator (see the Benefits Management Program section for specific prior authorization requirements), and must be provided by a Preferred Hemophilia Infusion Provider. (Note: Most Participating Home Health Care and Home Infusion Agencies are not Preferred Hemophilia Infusion Providers.) To find a Preferred Hemophilia Infusion Provider, consult the Preferred Provider Directory. You may also verify this information by calling Customer Service at the telephone number shown on the last page of this booklet.

Hemophilia Infusion Providers offer 24-hour service and provide prompt home delivery of hemophilia infusion products.

Following evaluation by your Physician, a prescription for a blood factor product must be submitted to and approved by the Claims Administrator. Once prior authorized by the Claims Administrator, the blood factor product is covered on a regularly scheduled basis (routine prophylaxis) or when a non-emergency injury or bleeding episode occurs.

(Emergencies will be covered as described in the Emergency Room Benefits section.)

Included in this Benefit is the blood factor product for in-home infusion use by the Member, necessary supplies such as ports and syringes, and necessary nursing visits. Services for the treatment of hemophilia outside the home, except for Services in infusion suites managed by a Preferred Hemophilia Infusion Provider, and Medically Necessary Services to treat complications of hemophilia replacement therapy are not covered under this Benefit but may be covered under other medical benefits described elsewhere in this Principal Benefits and Coverages (Covered Services) section.

This Benefit does not include:

1. physical therapy, gene therapy or medications including antifibrinolytic and hormone medications\*;
2. services from a hemophilia treatment center or any Non-Preferred Hemophilia Infusion Provider; or,
3. self-infusion training programs, other than nursing visits to assist in administration of the product.

\*Services may be covered under the Rehabilitation Benefits (Physical, Occupational and Respiratory Therapy), Outpatient Prescription Drug Benefits, if your Employer provides benefits for outpatient prescription drugs, or as described elsewhere in this Principal Benefits and Coverages (Covered Services) section.

## **HOSPICE PROGRAM BENEFITS**

Benefits are provided for the following Services through a Participating Hospice Agency when an eligible Member requests admission to and is formally admitted to an approved Hospice Program. The Member must have a Terminal Illness as determined by their Physician's certification and the admission must receive prior approval from the Claims Administrator. (Note: Members with a Terminal Illness who have not elected to enroll in a Hospice Program can receive a pre-hospice consultative visit from a Participating Hospice Agency.) Covered Services are available on a 24-hour basis to the extent necessary to meet the needs of individuals for care that is reasonable and necessary for the palliation and management of Terminal Illness and related conditions. Members can continue to receive covered Services that are not related to the palliation and management of the Terminal Illness from the appropriate provider. Note: Hospice services provided by a Non-Participating hospice agency are not covered except in certain circumstances in counties in California in which there are no Participating Hospice Agencies and only when prior authorized by the Claims Administrator.

All of the Services listed below must be received through the Participating Hospice Agency.

1. Pre-hospice consultative visit regarding pain and symptom management, hospice and other care options including care planning (Members do not have to be enrolled in the Hospice Program to receive this Benefit).

2. Interdisciplinary Team care with development and maintenance of an appropriate Plan of Care and management of Terminal Illness and related conditions.
3. Skilled Nursing Services, certified health aide Services and homemaker Services under the supervision of a qualified registered nurse.
4. Bereavement Services.
5. Social Services/Counseling Services with medical social Services provided by a qualified social worker. Dietary counseling, by a qualified provider, shall also be provided when needed.
6. Medical Direction with the medical director being also responsible for meeting the general medical needs for the Terminal Illness of the Member to the extent that these needs are not met by the Member's other providers.
7. Volunteer Services.
8. Short-term Inpatient care arrangements.
9. Pharmaceuticals, medical equipment, and supplies that are reasonable and necessary for the palliation and management of Terminal Illness and related conditions.
10. Physical therapy, occupational therapy, and speech-language pathology Services for purposes of symptom control, or to enable the enrollee to maintain activities of daily living and basic functional skills.
11. Nursing care Services are covered on a continuous basis for as much as 24 hours a day during Periods of Crisis as necessary to maintain a Member at home. Hospitalization is covered when the Interdisciplinary Team makes the determination that skilled nursing care is required at a level that can't be provided in the home. Either Homemaker Services or Home Health Aide Services or both may be covered on a 24 hour continuous basis during Periods of Crisis but the care provided during these periods must be predominantly nursing care.
12. Respite Care Services are limited to an occasional basis and to no more than five consecutive days at a time.

Members are allowed to change their Participating Hospice Agency only once during each Period of Care. Members can receive care for two 90-day periods followed by an unlimited number of 60-day periods. The care continues through another Period of Care if the Participating Provider recertifies that the Member is Terminally ill.

## DEFINITIONS

**Bereavement Services** - services available to the immediate surviving family members for a period of at least one year after the death of the Member. These services shall include an assessment of the needs of the bereaved family and the development of a care plan that meets these needs, both prior to, and following the death of the Member.

**Continuous Home Care** - home care provided during a Period of Crisis. A minimum of 8 hours of continuous care, during a 24-hour day, beginning and ending at midnight is required. This care could be 4 hours in the morning and another 4 hours in the evening. Nursing care must be provided for more than half of the period of care and must be provided by either a registered nurse or licensed practical nurse. Homemaker Services or Home Health Aide Services may be provided to supplement the nursing care. When fewer than 8 hours of nursing care are required, the services are covered as routine home care rather than Continuous Home Care.

**Home Health Aide Services** - services providing for the personal care of the Terminally Ill Member and the performance of related tasks in the Member's home in accordance with the Plan of Care in order to increase the level of comfort and to maintain personal hygiene and a safe, healthy environment for the patient. Home Health Aide Services shall be provided by a person who is certified by the state Department of Health Services as a home health aide pursuant to Chapter 8 of Division 2 of the Health and Safety Code.

**Homemaker Services** - services that assist in the maintenance of a safe and healthy environment and services to enable the Member to carry out the treatment plan.

**Hospice Service or Hospice Program** - a specialized form of interdisciplinary health care that is designed to provide palliative care, alleviate the physical, emotional, social and spiritual discomforts of a Member who is experiencing the last phases of life due to the existence of a Terminal Disease, to provide supportive care to the primary caregiver and the family of the hospice patient, and which meets all of the following criteria:

1. Considers the Member and the Member's family in addition to the Member, as the unit of care.
2. Utilizes an Interdisciplinary Team to assess the physical, medical, psychological, social and spiritual needs of the Member and their family.
3. Requires the interdisciplinary team to develop an overall Plan of Care and to provide coordinated care which emphasizes supportive Services, including, but not limited to, home care, pain control, and short-term Inpatient Services. Short-term Inpatient Services are intended to ensure both continuity of care and appropriateness of services for those Members who cannot be managed at home because of acute complications or the temporary absence of a capable primary caregiver.
4. Provides for the palliative medical treatment of pain and other symptoms associated with a Terminal Disease, but does not provide for efforts to cure the disease.
5. Provides for Bereavement Services following the Member's death to assist the family to cope with social and emotional needs associated with the death.

6. Actively utilizes volunteers in the delivery of Hospice Services.
7. Provides Services in the Member's home or primary place of residence to the extent appropriate based on the medical needs of the Member.
8. Is provided through a Participating Hospice.

**Interdisciplinary Team** - the hospice care team that includes, but is not limited to, the Member and their family, a physician and surgeon, a registered nurse, a social worker, a volunteer, and a spiritual caregiver.

**Medical Direction** - Services provided by a licensed physician and surgeon who is charged with the responsibility of acting as a consultant to the Interdisciplinary Team, a consultant to the Member's Participating Provider, as requested, with regard to pain and symptom management, and liaison with physicians and surgeons in the community. For purposes of this section, the person providing these Services shall be referred to as the "medical director".

**Period of Care** - the time when the Participating Provider recertifies that the Member still needs and remains eligible for hospice care even if the Member lives longer than one year. A Period of Care starts the day the Member begins to receive hospice care and ends when the 90 or 60- day period has ended.

**Period of Crisis** - a period in which the Member requires continuous care to achieve palliation or management of acute medical symptoms.

**Plan of Care** - a written plan developed by the attending physician and surgeon, the "medical director" (as defined under "Medical Direction") or physician and surgeon designee, and the Interdisciplinary Team that addresses the needs of a Member and family admitted to the Hospice Program. The Hospice shall retain overall responsibility for the development and maintenance of the Plan of Care and quality of Services delivered.

**Respite Care Services** – short-term Inpatient care provided to the Member only when necessary to relieve the family members or other persons caring for the Member.

**Skilled Nursing Services** - nursing Services provided by or under the supervision of a registered nurse under a Plan of Care developed by the Interdisciplinary Team and the Member's provider to the Member and his family that pertain to the palliative, supportive services required by the Member with a Terminal Illness. Skilled Nursing Services include, but are not limited to, Participant or Dependent assessment, evaluation, and case management of the medical nursing needs of the Member, the performance of prescribed medical treatment for pain and symptom control, the provision of emotional support to both the Member and his family, and the instruction of caregivers in providing personal care to the enrollee. Skilled Nursing Services provide for the continuity of Services for the Member and his family and are available on a 24-hour on-call basis.

**Social Service/Counseling Services** - those counseling and spiritual Services that assist the Member and his family to minimize stresses and problems that arise from social, economic, psychological, or spiritual needs by utilizing appropriate community resources, and maximize positive aspects and opportunities for growth.

**Terminal Disease or Terminal Illness** - a medical condition resulting in a prognosis of life of one year or less, if the disease follows its natural course.

**Volunteer Services** - Services provided by trained hospice volunteers who have agreed to provide service under the direction of a hospice staff member who has been designated by the Hospice to provide direction to hospice volunteers. Hospice volunteers may provide support and companionship to the Member and his family during the remaining days of the Member's life and to the surviving family following the Member's death.

**HOSPITAL BENEFITS (FACILITY SERVICES)**  
**(Other than Mental Health Benefits, Hospice Program Benefits, Skilled Nursing Facility Benefits, Dialysis Center Benefits, and Bariatric Surgery Benefits for Residents of Designated Counties in California which are described elsewhere under Covered Services)**

**Inpatient Services for Treatment of Illness or Injury**

1. Any accommodation up to the Hospital's established semi-private room rate, or, if Medically Necessary as certified by a Doctor of Medicine, the intensive care unit.
2. Use of operating room and specialized treatment rooms.
3. In conjunction with a covered delivery, routine nursery care for a newborn of the Participant, covered spouse or Domestic Partner.
4. Reconstructive Surgery is covered when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in appearance. In accordance with the Women's Health & Cancer Rights Act, Reconstructive Surgery is covered on either breast to restore and achieve symmetry incident to a mastectomy including treatment of physical complications of a mastectomy and lymphedemas. For coverage of prosthetic devices incident to a mastectomy, see Reconstructive Surgery under Professional (Physician) Benefits. Benefits will be provided in accordance with guidelines established by the Claims Administrator and developed in conjunction with plastic and reconstructive surgeons.

No benefits will be provided for the following surgeries or procedures unless for Reconstructive Surgery:

- Surgery to excise, enlarge, reduce, or change the appearance of any part of the body;

- Surgery to reform or reshape skin or bone;
- Surgery to excise or reduce skin or connective tissue that is loose, wrinkled, sagging, or excessive on any part of the body;
- Hair transplantation; and
- Upper eyelid blepharoplasty without documented significant visual impairment or symptomatology.

This limitation shall not apply to breast reconstruction when performed subsequent to a mastectomy, including surgery on either breast to achieve or restore symmetry.

5. Surgical supplies, dressings and cast materials, and anesthetic supplies furnished by the Hospital.
6. Rehabilitation when furnished by the Hospital and approved in advance by the Claims Administrator under its Benefits Management Program.
7. Drugs and oxygen.
8. Administration of blood and blood plasma, including the cost of blood, blood plasma and blood processing.
9. X-ray examination and laboratory tests.
10. Radiation therapy, chemotherapy for cancer including catheterization, infusion devices, and associated drugs and supplies.
11. Use of medical appliances and equipment.
12. Subacute Care.
13. Inpatient Services including general anesthesia and associated facility charges in connection with dental procedures when hospitalization is required because of an underlying medical condition or clinical status and the Member is under the age of seven or developmentally disabled regardless of age or when the Member's health is compromised and for whom general anesthesia is Medically Necessary regardless of age. Excludes dental procedures and services of a dentist or oral surgeon.
14. Medically Necessary Inpatient detoxification Services required to treat potentially life-threatening symptoms of acute toxicity or acute withdrawal are covered when a covered Member is admitted through the emergency room, or when Medically Necessary Inpatient detoxification is prior authorized by the Plan.

### **Outpatient Services for Treatment of Illness or Injury**

1. Medically necessary Services provided in the Outpatient Facility of a Hospital.
2. Outpatient care provided by the admitting Hospital within 24 hours before admission, when care is related to the condition for which Inpatient admission was made.

3. Radiation therapy, chemotherapy for cancer, including catheterization, infusion devices, and associated drugs and supplies.
4. Reconstructive Surgery is covered when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in appearance. In accordance with the Women's Health & Cancer Rights Act, Reconstructive Surgery is covered on either breast to restore and achieve symmetry incident to a mastectomy including treatment of physical complications of a mastectomy and lymphedemas. For coverage of prosthetic devices incident to a mastectomy, see Reconstructive Surgery under Professional (Physician) Benefits. Benefits will be provided in accordance with guidelines established by the Claims Administrator and developed in conjunction with plastic and reconstructive surgeons.

No benefits will be provided for the following surgeries or procedures unless for Reconstructive Surgery:

- Surgery to excise, enlarge, reduce, or change the appearance of any part of the body;
- Surgery to reform or reshape skin or bone;
- Surgery to excise or reduce skin or connective tissue that is loose, wrinkled, sagging, or excessive on any part of the body;
- Hair transplantation; and
- Upper eyelid blepharoplasty without documented significant visual impairment or symptomatology.

This limitation shall not apply to breast reconstruction when performed subsequent to a mastectomy, including surgery on either breast to achieve or restore symmetry.

5. Outpatient Services including general anesthesia and associated facility charges in connection with dental procedures when performed in the Outpatient Facility of a Hospital because of an underlying medical condition or clinical status and the Member is under the age of seven or developmentally disabled regardless of age or when the Member's health is compromised and for whom general anesthesia is Medically Necessary regardless of age. Excludes dental procedures and services of a dentist or oral surgeon.
6. Outpatient routine newborn circumcisions.\*

\*For the purposes of this Benefit, routine newborn circumcisions are circumcisions performed within 18 months of birth.

Covered Physical Therapy and Speech Therapy Services provided in an Outpatient Hospital setting are described under the Rehabilitation (Physical, Occupational and Respiratory Therapy) Benefits and Speech Therapy Benefits sections.



## **MEDICAL TREATMENT OF THE TEETH, GUMS, JAW JOINTS OR JAW BONES BENEFITS**

Benefits are provided for Hospital and professional Services provided for conditions of the teeth, gums or jaw joints and jaw bones, including adjacent tissues, only to the extent that they are provided for:

1. the treatment of tumors of the gums;
2. the treatment of damage to natural teeth caused solely by an Accidental Injury is limited to Medically Necessary Services until the Services result in initial, palliative stabilization of the Member as determined by the Plan;  
  
Note: Dental services provided after initial medical stabilization, prosthodontics, orthodontia and cosmetic services are not covered. This Benefit does not include damage to the natural teeth that is not accidental, e.g., resulting from chewing or biting.
3. Medically Necessary non-surgical treatment (e.g., splint and Physical Therapy) of Temporomandibular Joint Syndrome (TMJ);
4. surgical and arthroscopic treatment of TMJ if prior history shows conservative medical treatment has failed;
5. Medically Necessary treatment of maxilla and mandible (jaw joints and jaw bones); or
6. orthognathic surgery (surgery to reposition the upper and/or lower jaw) which is Medically Necessary to correct a skeletal deformity; or
7. dental and orthodontic Services that are an integral part of Reconstructive Surgery for cleft palate repair.

No benefits are provided for:

1. services performed on the teeth, gums (other than for tumors and dental and orthodontic services that are an integral part of Reconstructive Surgery for cleft palate repair) and associated periodontal structures, routine care of teeth and gums, diagnostic services, preventive or periodontic services, dental orthoses and prostheses, including hospitalization incident thereto;
2. orthodontia (dental services to correct irregularities or malocclusion of the teeth) for any reason (except for orthodontic services that are an integral part of Reconstructive Surgery for cleft palate repair), including treatment to alleviate TMJ;
3. dental implants (endosteal, subperiosteal or transosteal);
4. any procedure (e.g., vestibuloplasty) intended to prepare the mouth for dentures or for the more comfortable use of dentures;
5. 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;

6. fluoride treatments except when used with radiation therapy to the oral cavity.

See Principal Limitations, Exceptions, Exclusions and Reductions, General Exclusions for additional services that are not covered.

## **MENTAL HEALTH BENEFITS**

All non-Emergency Inpatient Mental Health Services and Outpatient Partial Hospitalization, Behavioral Health Treatment, Intensive Outpatient Care, and Outpatient ECT Services must be prior authorized by the Claims Administrator including those obtained outside of California. See the "Out-Of-Area Program: The BlueCard Program" section of this booklet for an explanation of how payment is made for out of state Services. For prior authorization, Participants should call the Customer Service telephone number indicated on the back of the Member's identification card. (See the Benefits Management Program section for complete information.)

Benefits are provided, as described below, for the diagnosis and treatment of Mental Health Conditions. All non-Emergency Inpatient Mental Health Services, Behavioral Health Treatment, Intensive Outpatient Care, all Outpatient Partial Hospitalization and Outpatient ECT Services must be prior authorized by the Claims Administrator.

The Copayments for covered Mental Health Services, if applicable, are shown on the Summary of Benefits.

Note: For all Inpatient Hospital care, except for Emergency Services, failure to contact the Claims Administrator prior to obtaining Services will result in the Participant being responsible for an Additional Payment, as outlined in the "Hospital and Skilled Nursing Facility Admissions" paragraphs of the Benefits Management Program section. For Outpatient Partial Hospitalization, Behavioral Health Treatment, Intensive Outpatient Care and Outpatient ECT Services, failure to contact the Claims Administrator as described above or failure to follow the recommendations of the Claims Administrator will result in non-payment of services by the Claims Administrator.

No benefits are provided for Substance Abuse Conditions, unless substance abuse coverage has been selected as an optional Benefit by your Employer, in which case an accompanying supplement provides the Benefit description, limitations and Copayments. Note: Inpatient Services which are Medically Necessary to treat the acute medical complications of detoxification are covered as part of the medical Benefits and are not considered to be treatment of the Substance Abuse Condition itself.

Benefits are provided for diagnosis and treatment by Hospitals, Doctors of Medicine, or Other Providers, subject to the following conditions and limitations:

1. Inpatient Care

All Inpatient Hospital care or psychiatric day care must be approved by the Claims Administrator, except for emergen-

cy care, as outlined in “Hospital and Skilled Nursing Facility Admissions” of the Benefits Management Program section. Residential care is not covered.

Note: See Hospital Benefits (Facility Services), Inpatient Services for Treatment of Illness or Injury for information on Medically Necessary Inpatient detoxification.

## 2. Outpatient Facility and office care

Benefits are provided for Outpatient facility and office visits for Mental Health Conditions.

Benefits are provided for Services of licensed marriage and family therapists subject to these limitations and only upon referral by a Doctor of Medicine.

## 3. Outpatient Hospital Partial Hospitalization, Intensive Outpatient Care and Outpatient ECT Services

Benefits are provided for Hospital and professional Services in connection with Partial Hospitalization, Intensive Outpatient Care and ECT for the treatment of Mental Health Conditions.

## 4. Psychological testing

Psychological testing is a covered Benefit when provided to diagnose a Mental Health Condition.

The Copayments for covered Mental Health Services are shown on the Summary of Benefits.

## 5. Behavioral Health Treatment

Behavioral Health Treatment is covered when prescribed by a Physician or licensed psychologist and treatment is provided under a treatment plan approved by the Claims Administrator. Behavioral Health Treatment must be prior authorized by the Claims Administrator and Behavioral Health Treatment delivered in the home or other non-institutional setting must be obtained from Participating Providers.

Behavioral Health Treatment used for the purposes of providing respite, day care, or educational services, or to reimburse a parent for participation in the treatment is not covered.

## **ORTHOTICS BENEFITS**

Benefits are provided for orthotic appliances, including:

1. shoes only when permanently attached to such appliances;
2. special footwear required for foot disfigurement which includes, but is not limited to, foot disfigurement from cerebral palsy, arthritis, polio, spina bifida, and foot disfigurement caused by accident or developmental disability;
3. Medically Necessary knee braces for post-operative rehabilitation following ligament surgery, instability due to injury, and to reduce pain and instability for patients with osteoarthritis;

4. Medically Necessary functional foot orthoses that are custom made rigid inserts for shoes, 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;

5. initial fitting and replacement after the expected life of the orthosis is covered.

Benefits are provided for orthotic devices for maintaining normal Activities of Daily Living only. No benefits are provided for orthotic devices such as knee braces intended to provide additional support for recreational or sports activities or for orthopedic shoes and other supportive devices for the feet. No benefits are provided for backup or alternate items.

Note: See the Diabetes Care Benefits section for devices, equipment, and supplies for the management and treatment of diabetes.

## **OUTPATIENT X-RAY, PATHOLOGY AND LABORATORY BENEFITS**

Benefits are provided for diagnostic X-ray Services, diagnostic examinations, clinical pathology, and laboratory Services, when provided to diagnose illness or injury. Routine laboratory Services performed as part of a preventive health screening are covered under the Preventive Health Benefits section.

Benefits are provided for genetic testing for certain conditions when the Member has risk factors such as family history or specific symptoms. The testing must be expected to lead to increased or altered monitoring for early detection of disease, a treatment plan or other therapeutic intervention and determined to be Medically Necessary and appropriate in accordance with the Claims Administrator medical policy. (Note: See the section on Pregnancy and Maternity Care Benefits for genetic testing for prenatal diagnosis of genetic disorders of the fetus).

See the section on Radiological and Nuclear Imaging Benefits and the Benefits Management Program section for radiological procedures which require prior authorization by the Claims Administrator.

## **PKU RELATED FORMULAS AND SPECIAL FOOD PRODUCTS BENEFITS**

Benefits are provided for enteral formulas, related medical supplies, and Special Food Products that are Medically Necessary for the treatment of phenylketonuria (PKU) to avert the development of serious physical or mental disabilities or to promote normal development or function as a consequence of PKU. All Benefits must be prescribed and/or ordered by the appropriate health care professional.

## **PODIATRIC BENEFITS**

Podiatric Services include office visits and other covered Services customarily provided by a licensed doctor of podiatric medicine. Covered surgical procedures provided in conjunction with this Benefit are described under the Professional (Physician) Benefits section. Covered lab and X-ray Services provided in conjunction with this Benefit are described under the Outpatient X-ray, Pathology and Laboratory Benefits section.

## **PREGNANCY AND MATERNITY CARE BENEFITS**

Benefits are provided for maternity Services, which include prenatal care, prenatal diagnosis of genetic disorders of the fetus by means of diagnostic procedures in case of high-risk pregnancy, Outpatient maternity Services, involuntary complications of pregnancy, and Inpatient Hospital maternity care including labor, delivery and post-delivery care. Involuntary complications of pregnancy include puerperal infection, eclampsia, cesarean section delivery, ectopic pregnancy, and toxemia. (Note: See the section on Outpatient X-ray, Pathology and Laboratory Benefits for information on coverage of other genetic testing and diagnostic procedures.) No benefits are provided for services after termination of coverage under this Plan unless the Member qualifies for an extension of Benefits as described elsewhere in this booklet.

For Outpatient routine newborn circumcisions, for the purposes of this Benefit, routine newborn circumcisions are circumcisions performed within 18 months of birth.

Note: The Newborns' and Mothers' Health Protection Act requires group 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 unless the attending Physician, in consultation with the mother, determines a shorter Hospital length of stay is adequate.

If the Hospital stay is less than 48 hours after a normal, vaginal delivery or less than 96 hours after a C-section, a follow-up visit for the mother and newborn within 48 hours of discharge is covered when prescribed by the treating Physician. This visit shall be provided by a licensed health care provider whose scope of practice includes postpartum and newborn care. The treating Physician, in consultation with the mother, shall determine whether this visit shall occur at home, the contracted facility, or the Physician's office.

## **PREVENTIVE HEALTH BENEFITS**

Preventive Health Services, as defined, are covered when rendered by Preferred Providers only.

## **PROFESSIONAL (PHYSICIAN) BENEFITS**

**(Other than Preventive Health Benefit, Mental Health Benefits, Hospice Program Benefits, Dialysis Center Benefits, and Bariatric Surgery Benefits for Residents of Designated Counties in California which are described elsewhere under Covered Services.)**

Professional Services by providers other than Physicians are described elsewhere under Covered Services.

Covered lab and X-ray Services provided in conjunction with these Professional Services listed below, are described under the Outpatient X-ray, Pathology and Laboratory Benefits section.

Note: A Preferred Physician may offer extended hour and urgent care Services on a walk-in basis in a non-hospital setting such as the Physician's office or an urgent care center. Services received from a Preferred Physician at an extended hours facility will be reimbursed as Physician office visits. A list of urgent care providers may be found in the Preferred Provider Directory or the Online Physician Directory located at <http://www.blueshieldca.com>.

Benefits are provided for Services of Physicians for treatment of illness or injury, and for treatment of physical complications of a mastectomy, including lymphedemas, as indicated below.

1. Visits to the office, beginning with the first visit;
2. Services of consultants, including those for second medical opinion consultations;
3. Mammography and Papanicolaou tests or other FDA (Food and Drug Administration) approved cervical cancer screening tests.
4. Asthma self-management training and education to enable a Member to properly use asthma-related medication and equipment such as inhalers, spacers, nebulizers and peak flow monitors.
5. Visits to the home, Hospital, Skilled Nursing Facility and Emergency Room;
6. Routine newborn care in the Hospital including physical examination of the baby and counseling with the mother concerning the baby during the Hospital stay;
7. Surgical procedures. When multiple surgical procedures are performed during the same operation, benefits for the secondary procedure(s) will be determined based on the Claims Administrator Medical Policy. No benefits are provided for secondary procedures which are incidental to, or an integral part of, the primary procedure;
8. Reconstructive Surgery is covered when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in appearance. In accordance with the Women's Health & Cancer Rights Act, Reconstructive Surgery and surgically implanted and non-surgically implanted prosthetic

devices (including prosthetic bras), are covered on either breast to restore and achieve symmetry incident to a mastectomy, and treatment of physical complications of a mastectomy, including lymphedemas. Benefits will be provided in accordance with guidelines established by the Claims Administrator and developed in conjunction with plastic and reconstructive surgeons.

No benefits will be provided for the following surgeries or procedures unless for Reconstructive Surgery:

- Surgery to excise, enlarge, reduce, or change the appearance of any part of the body;
- Surgery to reform or reshape skin or bone;
- Surgery to excise or reduce skin or connective tissue that is loose, wrinkled, sagging, or excessive on any part of the body;
- Hair transplantation; and
- Upper eyelid blepharoplasty without documented significant visual impairment or symptomatology.

This limitation shall not apply to breast reconstruction when performed subsequent to a mastectomy, including surgery on either breast to achieve or restore symmetry;

9. Chemotherapy for cancer, including catheterization, and associated drugs and supplies;
10. Extra time spent when a Physician is detained to treat a Member in critical condition;
11. Necessary preoperative treatment;
12. Treatment of burns;
13. Outpatient routine newborn circumcisions.\*  
\*For the purposes of this Benefit, routine newborn circumcisions are circumcisions performed within 18 months of birth;
14. Diagnostic audiometry examination.

## **PROSTHETIC APPLIANCES BENEFITS**

Medically Necessary Prostheses for Activities of Daily Living are covered. Benefits are provided at the most cost-effective level of care that is consistent with professionally recognized standards of practice. If there are two or more professionally recognized appliances equally appropriate for a condition, Benefits will be based on the most cost-effective appliance. See General Exclusions under the Principal Limitations, Exceptions, Exclusions and Reductions section for a listing of excluded speech and language assistance devices.

Benefits are provided for Medically Necessary Prostheses for Activities of Daily Living, including the following:

1. Surgically implanted prostheses including, but not limited to, Blom-Singer and artificial larynx prostheses for speech following a laryngectomy;

2. Artificial limbs and eyes;
3. Supplies necessary for the operation of Prostheses;
4. Initial fitting and replacement after the expected life of the item;
5. Repairs, even if due to damage.

No benefits are provided for wigs for any reason or any type of speech or language assistance devices (except as specifically provided). No benefits are provided for backup or alternate items.

Benefits are provided for contact lenses, if Medically Necessary to treat eye conditions such as keratoconus, keratitis sicca or aphakia following cataract surgery when no intra-ocular lens has been implanted. Note: These contact lenses will not be covered under your Plan if your Employer provides supplemental Benefits for vision care that cover contact lenses through a vision plan purchased through the Claims Administrator. There is no coordination of benefits between the health Plan and the vision plan for these Benefits.

For surgically implanted and other prosthetic devices (including prosthetic bras) provided to restore and achieve symmetry incident to a mastectomy, see Reconstructive Surgery under Professional (Physician) Benefits. Surgically implanted prostheses including, but not limited to, Blom-Singer and artificial larynx prostheses for speech following a laryngectomy are covered as a surgical professional benefit.

## **RADIOLOGICAL AND NUCLEAR IMAGING BENEFITS**

The following radiological procedures, when performed on an Outpatient, non-emergency basis, require prior authorization by the Claims Administrator under the Benefits Management Program. Failure to obtain this authorization will result in non-payment for procedures which are determined not to be covered Services.

See the Benefits Management Program section for complete information.

1. CT (Computerized Tomography) scans;
2. MRIs (Magnetic Resonance Imaging);
3. MRAs (Magnetic Resonance Angiography);
4. PET (Positron Emission Tomography) scans; and
5. any cardiac diagnostic procedure utilizing Nuclear Medicine.

## **REHABILITATION BENEFITS (PHYSICAL, OCCUPATIONAL AND RESPIRATORY THERAPY)**

Benefits are provided for Outpatient Physical, Occupational, and/or Respiratory Therapy pursuant to a written treatment plan and when rendered in the provider's office or Outpatient department of a Hospital. Benefits for Speech Therapy

are described in the section on Speech Therapy Benefits. The Claims Administrator reserves the right to periodically review the provider's treatment plan and records. If the Claims Administrator determines that continued treatment is not Medically Necessary and not provided with the expectation that the patient has restorative potential pursuant to the treatment plan, the Claims Administrator will notify the Participant of this determination and benefits will not be provided for services rendered after the date of the written notification.

Services provided by a chiropractor are not included in this Rehabilitation Benefit. See the section on Chiropractic Benefits.

Note: See the Home Health Care Benefits and Hospice Program Benefits sections for information on coverage for Rehabilitation Services rendered in the home.

Note: Covered lab and X-ray Services provided in conjunction with this Benefit are paid as shown under the Outpatient X-ray, Pathology and Laboratory Benefits section.

### **SKILLED NURSING FACILITY BENEFITS (Other than Hospice Program Benefits which are described elsewhere under Covered Services.)**

Benefits are provided for Medically Necessary Services provided by a Skilled Nursing Facility Unit of a Hospital or by a free-standing Skilled Nursing Facility.

Benefits are provided for confinement in a Skilled Nursing Facility or Skilled Nursing Facility Unit of a Hospital up to the Benefit maximum as shown on the Summary of Benefits. The Benefit maximum is per Member per Calendar Year, except that room and board charges in excess of the facility's established semi-private room rate are excluded.

### **SPEECH THERAPY BENEFITS**

Outpatient Benefits for Speech Therapy Services are covered when diagnosed and ordered by a Physician and provided by an appropriately licensed speech therapist, pursuant to a written treatment plan for an appropriate time to: (1) correct or improve the speech abnormality, or (2) to evaluate the effectiveness of treatment, and when rendered in the provider's office or Outpatient department of a Hospital.

Services are provided for the correction of, or clinically significant improvement of, speech abnormalities that are the likely result of a diagnosed and identifiable medical condition, illness, or injury to the nervous system or to the vocal, swallowing, or auditory organs.

Continued Outpatient Benefits will be provided for Medically Necessary Services as long as continued treatment is Medically Necessary, pursuant to the treatment plan, and likely to result in clinically significant progress as measured by objective and standardized tests. The provider's treatment plan and records will be reviewed periodically. When continued treatment is not Medically Necessary pursuant to the treatment plan, not likely to result in additional clinically significant improvement, or no longer requires skilled

services of a licensed speech therapist, the Member will be notified of this determination and benefits will not be provided for services rendered after the date of written notification.

Except as specified above and as stated under the Home Health Care Benefits and the Hospice Program Benefits sections, no Outpatient benefits are provided for Speech Therapy, speech correction, or speech pathology services.

Note: See the Home Health Care Benefits section for information on coverage for Speech Therapy Services rendered in the home. See the Inpatient Services for Treatment of Illness or Injury section for information on Inpatient Benefits and the Hospice Program Benefits section.

### **TRANSPLANT BENEFITS – CORNEA, KIDNEY OR SKIN**

Benefits are provided for Hospital and professional Services provided in connection with human organ transplants only to the extent that:

1. they are provided in connection with the transplant of a cornea, kidney, or skin; and
2. the recipient of such transplant is a Participant or Dependent.

Benefits are provided for Services incident to obtaining the human organ transplant material from a living donor or an organ transplant bank.

### **TRANSPLANT BENEFITS - SPECIAL**

Benefits are provided for certain procedures, listed below, only if (1) performed at a Special Transplant Facility contracting with the Claims Administrator to provide the procedure, or in the case of Members accessing this Benefit outside of California, the procedure is performed at a transplant facility designated by the Claims Administrator, (2) prior authorization is obtained, in writing, from the Claims Administrator's Medical Director and (3) the recipient of the transplant is a Participant or Dependent.

The Claims Administrator reserves the right to review all requests for prior authorization for these Special Transplant Benefits, and to make a decision regarding benefits based on (1) the medical circumstances of each Member, and (2) consistency between the treatment proposed and the Claims Administrator medical policy. Failure to obtain prior written authorization as described above and/or failure to have the procedure performed at a contracting Special Transplant Facility will result in denial of claims for this Benefit.

The following procedures are eligible for coverage under this provision:

1. Human heart transplants;
2. Human lung transplants;
3. Human heart and lung transplants in combination;
4. Human liver transplants;

5. Human kidney and pancreas transplants in combination;
6. 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;
7. Pediatric human small bowel transplants;
8. Pediatric and adult human small bowel and liver transplants in combination.

Benefits are provided for Services incident to obtaining the transplant material from a living donor or an organ transplant bank.

In addition to the above procedures, custom transplant travel benefits are provided. All requests for travel expense reimbursement must be prior approved by the Claims Administrator. Approved travel-related expenses will be reimbursed for the following services:

1. Ground transportation to and from the Center of Excellence (COE) when the designated COE is 75 miles or more from the recipient's or donor's place of residence.
2. Coach airfare to and from the COE when the designated COE is 300 miles or more from the recipient's or donor's residence.
3. Lodging, limited to one room, double occupancy.
4. Other reasonable expenses. Tobacco, alcohol, drug and meal expenses are excluded.

Benefits will be charged against the maximum aggregate payment amount not to exceed \$10,000 per transplant, (not per lifetime).

## **PRINCIPAL LIMITATIONS, EXCEPTIONS, EXCLUSIONS AND REDUCTIONS**

### **GENERAL EXCLUSIONS AND LIMITATIONS**

Unless exceptions to the following exclusions are specifically made elsewhere in this booklet, no benefits are provided for the following services or supplies which are:

1. for or incident to hospitalization or confinement in a pain management center to treat or cure chronic pain, except as may be provided through a Participating Hospice Agency and except as Medically Necessary;
2. for Rehabilitation Services, except as specifically provided in the Inpatient Services for Treatment of Illness or Injury, Home Health Care Benefits, Rehabilitation Benefits (Physi-

cal, Occupational, and Respiratory Therapy) and Hospice Program Benefits sections;

3. for or incident to services rendered in the home or hospitalization or confinement in a health facility primarily for rest, Custodial, Maintenance, Domiciliary Care, or Residential Care except as provided under Hospice Program Benefits (see Hospice Program Benefits for exception);
4. performed in a Hospital by house officers, residents, interns and others in training;
5. performed by a Close Relative or by a person who ordinarily resides in the covered Member's home;
6. for any services relating to the diagnosis or treatment of any mental or emotional illness or disorder that is not a Mental Health Condition;
7. for any services whatsoever relating to the diagnosis or treatment of any Substance Abuse Condition, unless your Employer has purchased substance abuse coverage as an optional Benefit, in which case an accompanying insert provides the Benefit description, limitations and Copayments;
8. for hearing aids, except as specifically listed;
9. for mammographies, Papanicolaou tests or other FDA (Food and Drug Administration) approved cervical cancer screening tests, family planning and consultation services, colorectal cancer screenings, Annual Health Appraisal Exams by Non-Preferred Providers;
10. for eye refractions, surgery to correct refractive error (such as but not limited to radial keratotomy, refractive keratoplasty), lenses and frames for eyeglasses, and contact lenses except as specifically listed under Prosthetic Appliances Benefits, and video-assisted visual aids or video magnification equipment for any purpose;
11. for any type of communicator, voice enhancer, voice prosthesis, electronic voice producing machine, or any other language assistive devices, except as specifically listed under Prosthetic Appliances Benefits;

12. for routine physical examinations, except as specifically listed under Preventive Health Benefits, or for immunizations and vaccinations by any mode of administration (oral, injection or otherwise) solely for the purpose of travel, or for examinations required for licensure, employment, or insurance unless the examination is substituted for the Annual Health Appraisal Exam;
13. for or incident to acupuncture, except as may be provided under Acupuncture Benefits;
14. for or incident to Speech Therapy, speech correction or speech pathology or speech abnormalities that are not likely the result of a diagnosed, identifiable medical condition, injury or illness except as specifically listed under Home Health Care Benefits, Speech Therapy Benefits and Hospice Program Benefits;
15. for drugs and medicines which cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (the FDA); however, drugs and medicines which 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 & Safety Code, Section 1367.21 have been met;
16. for or incident to vocational, educational, recreational, art, dance, music or reading therapy; weight control programs; exercise programs; or nutritional counseling except as specifically provided for under Diabetes Care Benefits This exclusion shall not apply to Medically Necessary Services which the Claims Administrator is required by law to cover for Severe Mental Illnesses or Serious Emotional Disturbances of a Child;
17. for transgender or gender dysphoria conditions, including but not limited to, intersex surgery (transsexual operations), or any related services, or any resulting medical complications, except for treatment of medical complications that is Medically Necessary;
18. for sexual dysfunctions and sexual inadequacies, except as provided for treatment of organically based conditions;
19. for or incident to the treatment of Infertility, including the cause of Infertility, or any form of assisted reproductive technology, including but not limited to reversal of surgical sterilization, or any resulting complications, except for Medically Necessary treatment of medical complications;
20. for callus, corn paring or excision and toenail trimming except as may be provided through a Participating Hospice Agency; treatment (other than surgery) of chronic conditions of the foot, e.g., weak or fallen arches; flat or pronated foot; pain or cramp of the foot; for special footwear required for foot disfigurement (e.g., non-custom made or over-the-counter shoe inserts or arch supports), except as specifically listed under Orthotics Benefits and Diabetes Care Benefits; bunions; or muscle trauma due to exertion; or any type of massage procedure on the foot;
21. which are Experimental or Investigational in nature, except for Services for Members who have been accepted into an approved clinical trial for cancer as provided under Clinical Trial for Cancer Benefits;
22. for learning disabilities or behavioral problems or social skills training/therapy, or for testing for intelligence or learning disabilities. This exclusion shall not apply to Medically Necessary Services which the Claims Administrator is required by law to cover for Severe Mental Illnesses or Serious Emotional Disturbances of a Child;
23. hospitalization primarily for X-ray, laboratory or any other diagnostic studies or medical observation;
24. for dental care or services incident to the treatment, prevention or relief of pain or dysfunction of the Temporomandibular Joint and/or muscles of mastication, except as specifically provided under Medical Treatment of Teeth, Gums, Jaw Joints or Jaw Bones Benefits and Hospital Benefits (Facility Services);

25. for or incident to services and supplies for treatment of the teeth and gums (except for tumors and dental and orthodontic services that are an integral part of Reconstructive Surgery for cleft palate procedures) and associated periodontal structures, including but not limited to diagnostic, preventive, orthodontic and other services such as dental cleaning, tooth whitening, X-rays, topical fluoride treatment except when used with radiation therapy to the oral cavity, fillings, and root canal treatment; treatment of periodontal disease or periodontal surgery for inflammatory conditions; tooth extraction; dental implants, braces, crowns, dental orthoses and prostheses; except as specifically provided under Medical Treatment of Teeth, Gums, Jaw Joints or Jaw Bones Benefits and Hospital Benefits (Facility Services);
26. incident to organ transplant, except as explicitly listed under Transplant Benefits;
27. for Cosmetic Surgery or any resulting complications, except that Benefits are provided for Medically Necessary Services to treat complications of cosmetic surgery (e.g., infections or hemorrhages), when reviewed and approved by the Claims Administrator consultant. Without limiting the foregoing, no benefits will be provided for the following surgeries or procedures:
- Lower eyelid blepharoplasty;
  - Spider veins;
  - Services and procedures to smooth the skin (e.g., chemical face peels, laser resurfacing, and abrasive procedures);
  - Hair removal by electrolysis or other means; and
  - Reimplantation of breast implants originally provided for cosmetic augmentation;
28. for Reconstructive Surgery and procedures where there is another more appropriate covered surgical procedure, or when the surgery or procedure offers only a minimal improvement in the appearance of the enrollee (e.g., spider veins). In addition, no benefits will be provided for the following surgeries or procedures unless for Reconstructive Surgery:
- Surgery to excise, enlarge, reduce, or change the appearance of any part of the body.
  - Surgery to reform or reshape skin or bone.
  - Surgery to excise or reduce skin or connective tissue that is loose, wrinkled, sagging, or excessive on any part of the body.
  - Hair transplantation.
  - Upper eyelid blepharoplasty without documented significant visual impairment or symptomatology.
- This limitation shall not apply to breast reconstruction when performed subsequent to a mastectomy, including surgery on either breast to achieve or restore symmetry;
29. for penile implant devices and surgery, and any related services, except for any resulting complications and Medically Necessary Services;
30. for patient convenience items such as telephone, television, guest trays, and personal hygiene items;
31. for which the Member is not legally obligated to pay, or for services for which no charge is made;
32. incident to any injury or disease arising out of, or in the course of, any employment for salary, wage or profit if such injury or disease is covered by any workers' compensation law, occupational disease law or similar legislation. However, if the Claims Administrator provides payment for such services, it will be entitled to establish a lien upon such other benefits up to the amount paid by the Claims Administrator for the treatment of such injury or disease;
33. in connection with private duty nursing, except as provided under Home Health Care Benefits, Home Infusion/Home Injectable Therapy Benefits, and except as provided through a Participating Hospice Agency;



34. for prescription and non-prescription food and nutritional supplements, except as provided under Home Infusion/Home Injectable Therapy Benefits, and PKU Related Formulas and Special Food Products Benefit and except as provided through a Participating Hospice Agency;
35. for home testing devices and monitoring equipment except as specifically provided under Durable Medical Equipment Benefits;
36. for genetic testing except as described under Outpatient X-ray, Pathology and Laboratory Benefits and Pregnancy and Maternity Care Benefits;
37. for non-prescription (over-the-counter) medical equipment or supplies such as oxygen saturation monitors, prophylactic knee braces, and bath chairs that can be purchased without a licensed provider's prescription order, even if a licensed provider writes a prescription order for a non-prescription item, except as specifically provided under Home Health Care Benefits, Home Infusion/Home Injectable Therapy Benefits, Hospice Program Benefits, Diabetes Care Benefits, Durable Medical Equipment Benefits, and Prosthetic Appliances Benefits;
38. incident to bariatric surgery Services, except as specifically provided under Bariatric Surgery Benefits for Residents of Designated Counties in California;
39. for any services related to assisted reproductive technology, including but not limited to the harvesting or stimulation of the human ovum, in vitro fertilization, Gamete Intrafallopian Transfer (GIFT) procedure, artificial insemination (including related medications, laboratory, and radiology services), services or medications to treat low sperm count, or services incident to or resulting from procedures for a surrogate mother who is otherwise not eligible for covered Pregnancy Benefits under the Claims Administrator health plan;
40. for services provided by an individual or entity that is not licensed, certified, or otherwise

authorized by the state to provide health care services, or is not operating within the scope of such license, certification, or state authorization, except as specifically stated herein;

41. for outpatient prescription drugs. Note: Your benefits for outpatient prescription drugs are administered by Medco Health through a separate agreement. For further information, contact Medco Health at 1-800-987-5241.
42. for massage therapy performed by a massage therapist;
43. not specifically listed as a Benefit.

### **MEDICAL NECESSITY EXCLUSION**

The Benefits of this Plan are intended only for Services that are Medically Necessary. Because a Physician or other provider may prescribe, order, recommend, or approve a service or supply does not, in itself, make it medically necessary even though it is not specifically listed as an exclusion or limitation. The Claims Administrator reserves the right to review all claims to determine if a service or supply is medically necessary. The Claims Administrator may use the services of Doctor of Medicine consultants, peer review committees of professional societies or Hospitals and other consultants to evaluate claims. The Claims Administrator may limit or exclude benefits for services which are not necessary.

### **LIMITATIONS FOR DUPLICATE COVERAGE**

#### **When you are eligible for Medicare**

1. Your Claims Administrator group plan will provide benefits before Medicare in the following situations:
  - a. When you are eligible for Medicare due to age, if the Participant is actively working for a group that employs 20 or more employees (as defined by Medicare Secondary Payer laws).
  - b. When you are eligible for Medicare due to disability, if the Participant is covered by a group that employs 100 or more employees (as defined by Medicare Secondary Payer laws).

- c. When you are eligible for Medicare solely due to end-stage renal disease during the first 30 months that you are eligible to receive benefits for end-stage renal disease from Medicare. If a covered Person is entitled to Medicare solely because of end-stage renal disease, he is required to purchase Medicare Part B. If such Person does not purchase Medicare Part B, the benefits for services that would have been covered under Medicare will be reduced by the amount Medicare would have paid for those services.
2. Your Claims Administrator group plan will provide benefits after Medicare in the following situations:
- a. When you are eligible for Medicare due to age, if the Participant is actively working for a group that employs less than 20 employees (as defined by Medicare Secondary Payer laws).
  - b. When you are eligible for Medicare due to disability, if the Participant is covered by a group that employs less than 100 employees (as defined by Medicare Secondary Payer laws).
  - c. When you are eligible for Medicare solely due to end-stage renal disease after the first 30 months that you are eligible to receive benefits for end-stage renal disease from Medicare. If a covered Person is entitled to Medicare solely because of end-stage renal disease, he is required to purchase Medicare Part B. If such Person does not purchase Medicare Part B, the benefits for services that would have been covered under Medicare will be reduced by the amount Medicare would have paid for those services.
  - d. When you are retired and age 65 years or older.

When your Claims Administrator group plan provides benefits after Medicare, the combined benefits from Medicare and your Claims Administrator group plan may be lower but will not exceed the Medicare allowed amount.

Your Claims Administrator group plan Deductible and Copayments will be waived.

### **When you are eligible for Medi-Cal**

Medi-Cal always provides benefits last.

### **When you are a qualified veteran**

If you are a qualified veteran your Claims Administrator group plan will pay the reasonable value or the Claims Administrator's Allowable Amount for covered Services provided to you 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, your Claims Administrator group plan will pay the reasonable value or the Claims Administrator's Allowable Amount for covered Services provided to you at a Department of Defense facility, even if provided for conditions related to military service.

### **When you are covered by another government agency**

If you are also entitled to benefits under any other federal or state governmental agency, or by any municipality, county or other political subdivision, the combined benefits from that coverage and your Claims Administrator group plan will equal, but not exceed, what the Claims Administrator would have paid if you were not eligible to receive benefits under that coverage (based on the reasonable value or the Claims Administrator's Allowable Amount).

Contact the Customer Service department at the telephone number shown at the end of this document if you have any questions about how the Claims Administrator coordinates your group plan benefits in the above situations.

### **EXCEPTION FOR OTHER COVERAGE**

Participating Providers and Preferred Providers may seek reimbursement from other third party payers for the balance of their reasonable charges for Services rendered under this Plan.

### **CLAIMS REVIEW**

The Claims Administrator reserves the right to review all claims to determine if any exclusions or other limitations apply. The Claims Administrator may use the services of Physician consultants,

peer review committees of professional societies or Hospitals and other consultants to evaluate claims.

### **REDUCTIONS – THIRD PARTY LIABILITY**

If a Member's injury or illness was, in any way, caused by a third party who may be legally liable or responsible for the injury or illness, no benefits will be payable or paid under the Plan unless the Member agrees in writing, in a form satisfactory to the Plan Administrator, to do all of the following:

1. Provide the Plan Administrator with a written notice of any claim made against the third party for damages as a result of the injury or illness;
2. Agree in writing to reimburse the Plan Administrator for Benefits paid by the Claims Administrator from any Recovery (defined below) when the Recovery is obtained from or on behalf of the third party or the insurer of the third party, or from the Member's own uninsured or underinsured motorist coverage;
3. Execute a lien in favor of the Plan Administrator for the full amount of Benefits paid by the Claims Administrator;
4. Ensure that any Recovery is kept separate from and not commingled with any other funds and agree in writing that the portion of any Recovery required to satisfy the lien of the Plan Administrator is held in trust for the sole benefit of the Plan Administrator until such time it is conveyed to the Plan Administrator;
5. Periodically respond to information requests regarding the claim against the third party, and notify the Plan Administrator, in writing, within 10 days after any Recovery has been obtained;
6. Direct any legal counsel retained by the Member or any other person acting on behalf of the Member to hold that portion of the Recovery to which the Plan Administrator is entitled in trust for the sole benefit of the Plan Administrator and to comply with and facilitate the reimbursement to the Plan Administrator of the monies owed it.

If a Member fails to comply with the above requirements, no benefits will be paid with respect to the injury or illness. If Benefits have been paid, they may be recouped by the Plan Administrator, through deductions from future benefit payments to the Member or others enrolled through the Member in the Plan.

“Recovery” includes any amount awarded to or received by way of court judgment, arbitration award, settlement or any other arrangement, from any third party or third party insurer, or from your uninsured or underinsured motorist coverage, related to the illness or injury, without reduction for any attorneys' fees paid or owed by the Member or on the Member's behalf, and without regard to whether the Member has been “made whole” by the Recovery. Recovery does not include monies received from any insurance policy or certificate issued in the name of the Member, except for uninsured or underinsured motorist coverage. The Recovery includes all monies received, regardless of how held, and includes monies directly received as well as any monies held in any account or trust on behalf of the Member, such as an attorney-client trust account.

The Member shall pay to the Plan Administrator from the Recovery an amount equal to the Benefits actually paid by the Claims Administrator in connection with the illness or injury. If the Benefits paid by the Claims Administrator in connection with the illness or injury exceed the amount of the Recovery, the Member shall not be responsible to reimburse the Plan Administrator for the Benefits paid in connection with the illness or injury in excess of the Recovery.

The Member's acceptance of Benefits from the Claims Administrator for illness or injury caused by a third party shall act as a waiver of any defense to full reimbursement of the Plan from the Recovery, including any defense that the injured individual has not been “made whole” by the Recovery or that the individual's attorneys fees and costs, in whole or in part, are required to be paid or are payable from the Recovery, or that the Plan Administrator should pay a portion of the attorneys fees and costs incurred in connection with the claims against the third party.

If the Member receives Services from a Participating Hospital for injuries or illness, the Hospital has the right to collect from the Member the difference between the amount paid by the Claims Administrator and the Hospital's reasonable and necessary charges for such Services when payment or reimbursement is received by the Member for medical expenses. The Hospital's right to collect shall be in accordance with California Civil Code Section 3045.1.

## COORDINATION OF BENEFITS

When a Member who is covered under this group Plan is also covered under another group plan, or selected group, or blanket disability insurance contract, or any other contractual arrangement or any portion of any such arrangement whereby the members of a group are entitled to payment of or reimbursement for Hospital or medical expenses, such Member will not be permitted to make a "profit" on a disability by collecting benefits in excess of actual cost during any Calendar Year. Instead, payments will be coordinated between the plans in order to provide for "allowable expenses" (these are the expenses that are Incurred for services and supplies covered under at least one of the plans involved) up to the maximum benefit amount payable by each plan separately.

If the covered Member is also entitled to benefits under any of the conditions as outlined under the "Limitations for Duplicate Coverage" provision, benefits received under any such condition will not be coordinated with the benefits of this Plan.

The following rules determine the order of benefit payments:

When the other plan does not have a coordination of benefits provision it will always provide its benefits first. Otherwise, the plan covering the Member as an Employee will provide its benefits before the plan covering the Member as a Dependent.

Except for cases of claims for a Dependent child whose parents are separated or divorced, the plan which covers the Dependent child of a Member whose date of birth (excluding year of birth), occurs earlier in a Calendar Year, will determine its benefits before a plan which covers the Dependent child of a Member whose date of birth (excluding year of birth), occurs later in a Calendar Year. If either plan does not have the provisions of this paragraph regarding Dependents, which results either in each plan determining its benefits before the other or in each plan determining its benefits after the other, the provisions of this paragraph will not apply, and the rule set forth in the plan which does not have the provisions of this paragraph will determine the order of benefits.

1. In the case of a claim involving expenses for a Dependent child whose parents are separated or divorced, plans covering the child as a Dependent will determine their

respective benefits in the following order: First, the plan of the parent with custody of the child; then, if that parent has remarried, the plan of the stepparent with custody of the child; and finally the plan(s) of the parent(s) without custody of the child.

2. Regardless of (1.) above, if there is a court decree which otherwise establishes financial responsibility for the medical, dental or other health care expenses of the child, then the plan which covers the child as a Dependent of that parent will determine its benefits before any other plan which covers the child as a Dependent child.
3. If the above rules do not apply, the plan which has covered the Member for the longer period of time will determine its benefits first, provided that:
  - a. a plan covering a Member as a laid-off or retired Employee, or as a Dependent of that Member will determine its benefits after any other plan covering that Member as an Employee, other than a laid-off or retired Employee, or such Dependent; and
  - b. if either plan does not have a provision regarding laid-off or retired Employees, which results in each plan determining its benefits after the other, then paragraph (a.) above will not apply.

If this Plan is the primary carrier in the case of a covered Member, then this Plan will provide its Benefits without making any reduction because of benefits available from any other plan, except that Physician Members and other Participating Providers may collect any difference between their billed charges and this Plan's payment, from the secondary carrier(s).

If this Plan is the secondary carrier in the order of payments, and the Claims Administrator is notified that there is a dispute as to which plan is primary, or that the primary plan has not paid within a reasonable period of time, this Plan will pay the benefits that would be due as if it were the primary plan, provided that the covered Member (1) assigns to the Claims Administrator the right to receive benefits from the other plan to the extent of the difference between the benefits which the Claims Administrator actually pays and the amount that the Claims Administrator would have been obligated to pay as the secondary plan, (2) agrees to cooperate fully with the Claims Administrator in obtaining payment of benefits from the other plan, and (3) allows the Claims Administrator to obtain confirmation from the other plan that the benefits which are claimed have not previously been paid.

If payments which should have been made under this Plan in accordance with these provisions have been made by another plan, the Claims Administrator may pay to the other plan the amount necessary to satisfy the intent of these provisions. This amount shall be considered as Benefits paid under this Plan. The Claims Administrator shall be fully discharged from liability under this Plan to the extent of these payments.

If payments have been made by the Claims Administrator in excess of the maximum amount of payment necessary to satisfy these provisions, the Claims Administrator shall have the right to recover the excess from any person or other entity to or with respect to whom such payments were made.

The Claims Administrator may release to or obtain from any organization or person any information which the Claims Administrator considers necessary for the purpose of determining the applicability of and implementing the terms of these provisions or any provisions of similar purpose of any other plan. Any person claiming Benefits under this Plan shall furnish the Claims Administrator with such information as may be necessary to implement these provisions.

## **TERMINATION OF BENEFITS**

Except as specifically provided under the Extension of Benefits provision, and, if applicable, the Continuation of Group Coverage provision, there is no right to receive benefits for services provided following termination of this health Plan.

Coverage for you or your Dependents terminates at 11:59 p.m. Pacific Time on the earliest of these dates: (1) the date the Plan is discontinued, (2) the last day of the month in which the Participant's employment terminates, unless a different date has been agreed to between the Claims Administrator and your Employer, (3) the date as indicated in the Notice Confirming Termination of Coverage that is sent to the Employer; or (4) the last day of the month in which you or your Dependents become ineligible. A spouse also becomes ineligible following legal separation from the Participant, entry of a final decree of divorce, annulment or dissolution of marriage from the Participant. A Domestic Partner becomes ineligible upon termination of the domestic partnership.

If you cease work because of retirement, disability, leave of absence, temporary layoff, or termination, see your Employer about possibly continuing group coverage. Also see the Individual Plan provision, and, if applicable, the Continuation of Group Coverage provision in this booklet for information on continuation of coverage.

If your 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 under the terms of such Act(s), your payment of fees will keep your coverage in force for such period of time as specified in such Act(s). Your Employer is solely responsible for notifying you of the availability and duration of family leaves.

The Claims Administrator may terminate your and your Dependent's coverage for cause immediately upon written notice to you and your Employer for the following:

1. Material information that is false, or misrepresented information provided on the enrollment application or given to your Employer or the Claims Administrator;

2. Permitting use of your Participant identification card by someone other than yourself or your Dependents to obtain Services; or
3. Obtaining or attempting to obtain Services under the Plan Document by means of false, materially misleading, or fraudulent information, acts or omissions.

If a written application for the addition of a newborn or a child placed for adoption is not submitted to and received by the Claims Administrator within the 31 days following that Dependent's effective date of coverage, Benefits under this Plan will be terminated on the 31<sup>st</sup> day at 11:59 p.m. Pacific Time.

## **EXTENSION OF BENEFITS**

If a Member becomes Totally Disabled while validly covered under this Plan and continues to be Totally Disabled on the date the Plan terminates, the Claims Administrator will extend the Benefits of this Plan, subject to all limitations and restrictions, for covered Services and supplies directly related to the condition, illness, or injury causing such Total Disability until the first to occur of the following: (1) 12 months from the date coverage terminated; (2) the date the covered Member is no longer Totally Disabled; (3) the date on which the covered Member's maximum Benefits are reached; (4) the date on which a replacement carrier provides coverage to the Member that is not subject to a pre-existing condition exclusion. The time the Member was covered under this Plan will apply toward the replacement plan's pre-existing condition exclusion.

No extension will be granted unless the Claims Administrator receives written certification of such Total Disability from a licensed Doctor of Medicine (M.D.) within 90 days of the date on which coverage was terminated, and thereafter at such reasonable intervals as determined by the Claims Administrator.

## **GROUP CONTINUATION COVERAGE AND INDIVIDUAL PLAN**

### **CONTINUATION OF GROUP COVERAGE**

Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in a higher premium or you could be denied coverage entirely.

Applicable to Members when the Participant's Employer is subject to Title X of the Consolidated Omnibus Budget Reconciliation Act (COBRA) as amended.

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) as amended, a Member will be entitled to elect to continue group coverage under this Plan if the Member would otherwise lose coverage because of a Qualifying Event that occurs while the Employer is subject to the continuation of group coverage provisions of CO-

BRA. The benefits under the group continuation of coverage will be identical to the benefits that would be provided to the Member if the Qualifying Event had not occurred (including any changes in such coverage).

Under COBRA, a Member is entitled to benefits if at the time of the qualifying event such Member is entitled to Medicare or has coverage under another group health plan. However, if Medicare entitlement or coverage under another group health plan arises after COBRA coverage begins, it will cease.

### **Qualifying Event**

A Qualifying Event is defined as a loss of coverage as a result of any one of the following occurrences.

1. With respect to the Participant:
  - a. the termination of employment (other than by reason of gross misconduct); or
  - b. the reduction of hours of employment to less than the number of hours required for eligibility.
2. With respect to the Dependent spouse or Dependent Domestic Partner and Dependent children (children born to or placed for adoption with the Participant or Domestic Partner during a COBRA continuation period may be immediately added as Dependents, provided the Employer is properly notified of the birth or placement for adoption, and such children are enrolled within 30 days of the birth or placement for adoption):
  - a. the death of the Participant; or
  - b. the termination of the Participant's employment (other than by reason of such Participant's gross misconduct); or
  - c. the reduction of the Participant's hours of employment to less than the number of hours required for eligibility; or
  - d. the divorce or legal separation of the Participant from the Dependent spouse or termination of the domestic partnership; or
  - e. the Participant's entitlement to benefits under Title XVIII of the Social Security Act ("Medicare"); or
  - f. a Dependent child's loss of Dependent status under this Plan.
3. With respect to a Participant who is covered as a retiree, that retiree's Dependent spouse and Dependent children, the Employer's filing for reorganization under Title XI, United States Code, commencing on or after July 1, 1986.
4. With respect to any of the above, such other Qualifying Event as may be added to Title X of COBRA.

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

The Member is responsible for notifying the Employer of divorce, legal separation, or a child's loss of Dependent

status under this Plan, within 60 days of the date of the later of the Qualifying Event or the date on which coverage would otherwise terminate under this Plan because of a Qualifying Event.

The Employer is responsible for notifying its COBRA administrator (or Plan administrator if the Employer does not have a COBRA administrator) of the Participant's death, termination, or reduction of hours of employment, the Participant's Medicare entitlement or the Employer's filing for reorganization under Title XI, United States Code.

When the COBRA administrator is notified that a Qualifying Event has occurred, the COBRA administrator will, within 14 days, provide written notice to the Member by first class mail of the Member's right to continue group coverage under this Plan. The Member must then notify the COBRA administrator within 60 days of the later of (1) the date of the notice of the Member's right to continue group coverage or (2) the date coverage terminates due to the Qualifying Event.

If the Member does not notify the COBRA administrator within 60 days, the Member's coverage will terminate on the date the Member would have lost coverage because of the Qualifying Event.

### **Duration and Extension of Continuation of Group Coverage**

In no event will continuation of group coverage under COBRA be extended for more than 3 years from the date the Qualifying Event has occurred which originally entitled the Member to continue group coverage under this Plan.

### **Payment of Dues**

Dues for the Member continuing coverage shall be 102 percent of the applicable group dues rate, except for the Member who is eligible to continue group coverage to 29 months because of a Social Security disability determination, in which case, the dues for months 19 through 29 shall be 150 percent of the applicable group dues rate.

If the Member is contributing to the cost of coverage, the Employer shall be responsible for collecting and submitting all dues contributions to the Claims Administrator in the manner and for the period established under this Plan.

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

The continuation of coverage will begin on the date the Member's coverage under this Plan would otherwise terminate due to the occurrence of a Qualifying Event and it will continue for up to the applicable period, provided that coverage is timely elected and so long as dues are timely paid.

### **Termination of Continuation of Group 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:

1. discontinuance of this group health plan (if the Employer continues to provide any group benefit plan for

- employees, the Member may be able to continue coverage with another plan);
2. failure to timely and fully pay the amount of required dues to the COBRA administrator or the Employer or to the Claims Administrator as applicable. Coverage will end as of the end of the period for which dues were paid;
  3. the Member becomes covered under another group health plan that does not include a pre-existing condition exclusion or limitation provision that applies to the Member;
  4. the Member becomes entitled to Medicare;
  5. the Member commits fraud or deception in the use of the Services of this Plan.

Continuation of group coverage in accordance with COBRA will not be terminated except as described in this provision.

### **CONTINUATION OF GROUP COVERAGE FOR MEMBERS ON MILITARY LEAVE**

Continuation of group coverage is available for Members on military leave if the Member's Employer is subject to the Uniformed Services Employment and Re-employment Rights Act (USERRA). Members who are planning to enter the Armed Forces should contact their Employer for information about their rights under the USERRA. Employers are responsible to ensure compliance with this act and other state and federal laws regarding leaves of absence including the California Family Rights Act, the Family and Medical Leave Act, and Labor Code requirements for Medical Disability.

### **AVAILABILITY OF THE CLAIMS ADMINISTRATOR'S INDIVIDUAL PLANS**

The Claims Administrator's individual plans described below may be available to Members whose group coverage is terminated or expires.

#### **Guaranteed Issue Individual Coverage**

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and under California law, you may be entitled to apply for certain of the Claims Administrator's individual health plans on a guaranteed issue basis (which means that you will not be rejected for underwriting reasons if you meet certain eligibility requirements, you live or work in the Claims Administrator's service area and you agree to pay all required dues). You may also be eligible to purchase similar coverage on a guaranteed issue basis from any other health plan that sells individual coverage for hospital, medical or surgical benefits. Not all of the Claims Administrator's individual plans are available on a guaranteed issue basis under HIPAA. To be eligible, you must meet the following requirements:

- You must have at least 18 or more months of creditable coverage.

- Your most recent coverage must have been group coverage (COBRA is considered group coverage for these purposes).
- You must have elected and exhausted all COBRA coverage that is available to you.
- You must not be eligible for nor have any other health insurance coverage, including a group health plan, Medicare or Medi-Cal.
- You must make application to the Claims Administrator for guaranteed issue coverage within 63 days of the date of termination from the group plan.

For more information, contact the Claims Administrator's Customer Service representative at the telephone number noted on your ID Card.

## **GENERAL PROVISIONS**

### **LIABILITY OF PARTICIPANTS IN THE EVENT OF NON-PAYMENT BY THE CLAIMS ADMINISTRATOR**

In accordance with the Claims Administrator's established policies, and by statute, every contract between the Claims Administrator and its Participating Providers and Preferred Providers stipulates that the Participant shall not be responsible to the Participating Provider or Preferred Provider for compensation for any Services to the extent that they are provided in the Participant's Plan. Participating Providers and Preferred Providers have agreed to accept the Plan's payment as payment-in-full for covered Services, except for the Deductibles, Copayments, amounts in excess of specified Benefit maximums, or as provided under the Exception for Other Coverage provision and the Reductions section regarding Third Party Liability.

If Services are provided by a Non-Preferred Provider, the Participant is responsible for all amounts the Claims Administrator does not pay.

When a Benefit specifies a Benefit maximum and that Benefit maximum has been reached, the Participant is responsible for any charges above the Benefit maximums.

### **INDEPENDENT CONTRACTORS**

Providers are neither agents nor employees of the Plan but are independent contractors. In no instance shall the Plan be liable for the negligence, wrongful acts, or omissions of any person receiving or providing Services, including any Physician, Hospital, or other provider or their employees.

## **NON-ASSIGNABILITY**

Coverage or any Benefits of this Plan may not be assigned without the written consent of the Claims Administrator. Possession of an ID card confers no right to Services or other Benefits of this Plan. To be entitled to Services, the Member must be a Participant who has been accepted by the Employer and enrolled by the Claims Administrator and who has maintained enrollment under the terms of this Plan.

Participating Providers and Preferred Providers are paid directly by the Claims Administrator. The Member or the provider of Service may not request that payment be made directly to any other party.

If the Member receives Services from a Non-Preferred Provider, payment will be made directly to the Participant, and the Participant is responsible for payment to the Non-Preferred Provider. The Member or the provider of Service may not request that the payment be made directly to the provider of Service.

## **PLAN INTERPRETATION**

The Claims Administrator shall have the power and discretionary authority to construe and interpret the provisions of this Plan, to determine the Benefits of this Plan and determine eligibility to receive Benefits under this Plan. The Claims Administrator shall exercise this authority for the benefit of all Members entitled to receive Benefits under this Plan.

## **CONFIDENTIALITY OF PERSONAL AND HEALTH INFORMATION**

The Claims Administrator protects the confidentiality/privacy of your personal and health information. Personal and health information includes both medical information and individually identifiable information, such as your name, address, telephone number, or social security number. The Claims Administrator will not disclose this information without your authorization, except as permitted by law.

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

The Claims Administrator's policies and procedures regarding our confidentiality/privacy practices are contained in the "Notice of Privacy Practices", which you may obtain either by calling the Customer Service Department at the number listed on the back of this booklet, or by accessing the Claims Administrator's internet site located at <http://www.blueshieldca.com> and printing a copy.

If you are concerned that the Claims Administrator may have violated your confidentiality/privacy rights, or you

disagree with a decision we made about access to your personal and health information, you may contact us at:

### **Correspondence Address:**

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

### **Toll-Free Telephone:**

1-888-266-8080

### **Email Address:**

[blueshieldca\\_privacy@blueshieldca.com](mailto:blueshieldca_privacy@blueshieldca.com)

## **ACCESS TO INFORMATION**

The Claims Administrator may need information from medical providers, from other carriers or other entities, or from you, in order to administer benefits and eligibility provisions of this Plan. You agree that any provider or entity can disclose to the Claims Administrator that information that is reasonably needed by the Claims Administrator. You agree to assist the Claims Administrator in obtaining this information, if needed, (including signing any necessary authorizations) and to cooperate by providing the Claims Administrator with information in your possession. Failure to assist the Claims Administrator 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 the Claims Administrator will be maintained as confidential and will not be disclosed without your consent, except as otherwise permitted by law.

## **CUSTOMER SERVICE**

If you have a question about Services, providers, Benefits, how to use this Plan, or concerns regarding the quality of care or access to care that you have experienced, you may contact the Customer Service Department as noted on the last page of this booklet.

The hearing impaired may contact the Customer Service Department through the Claims Administrator's toll-free TTY number, 1-800-241-1823.

Customer Service can answer many questions over the telephone.

Note: The Claims Administrator has established a procedure for our Participants and Dependents to request an expedited decision. A Member, Physician, or representative of a Member may request an expedited decision when the routine decision making process might seriously jeopardize the life or health of a Member, or when the Member is experiencing severe pain. The Claims Administrator shall make a decision and notify the Member and Physician as soon as possible to accommodate the Member's condition not to exceed 72 hours following the receipt of the request. An expedited decision may involve admissions, continued stay or other healthcare Services. If you would like additional



information regarding the expedited decision process, or if you believe your particular situation qualifies for an expedited decision, please contact our Customer Service Department at the number provided on the last page of this booklet.

## SETTLEMENT OF DISPUTES

### INTERNAL APPEALS

#### Initial Appeal

If a claim has been denied in whole or in part by the Claims Administrator, you, a designated representative, a provider or an attorney on your behalf may request that the Claims Administrator give further consideration to the claim by contacting the Customer Service Department via telephone or in writing including any additional information that would affect the processing of the claim. The Claims Administrator will acknowledge receipt of an appeal within 5 calendar days. Written requests for initial internal appeal may be submitted to the following address:

Blue Shield of California  
Attn: Initial Appeals  
P.O. Box 5588  
El Dorado Hills, CA 95762-0011

Appeals must be filed within 180 days after you receive notice of an adverse benefit decision. Appeals are resolved in writing within 30 days from the date of receipt to the Claims Administrator.

#### Expedited Initial Appeal

You have the right to an expedited decision when the routine decision-making process might pose an imminent or serious threat to your health, including but not limited to severe pain or potential loss of life, limb or major bodily function. The Claims Administrator will evaluate your request and medical condition to determine if it qualifies for an expedited decision, which will be processed as soon as possible to accommodate your condition, not to exceed 72 hours. To request an expedited decision, you, a designated representative, a provider or an attorney on your behalf may call or write as instructed under the Initial Appeal section outlined above. Specifically state that you want an expedited decision and that waiting for the standard processing might seriously jeopardize your health.

#### Final Appeal

If you are dissatisfied with the initial internal appeal determination by the Claims Administrator, the determination may be appealed in writing to SISC within one (1) year after the date of the initial appeal determination and will be subject to binding arbitration through Judicial Arbitration and Mediation Services (JAMS). Such written request shall contain any additional information that you wish to be considered. SISC shall notify you in writing of the results of its review and the specific basis therefore. In the event JAMS finds all or part of the appeal to be valid, SISC shall direct

the Claims Administrator to reimburse you for those expenses which were allowed as a result of its' review of the appeal. JAMS' determination shall be final and binding on all parties. Written requests for final internal appeal may be submitted to the following address:

SISC III  
P.O. Box 1847  
Bakersfield, CA 93303-1847

Any demand for arbitration must be made within one (1) year after notice of the administrative review determination by the Claims Administrator. In cases the amount in controversy is within the jurisdiction of small claims court, suit must be filed within one (1) year after notice of the administrative review determination by the Claims Administrator. Failure to demand arbitration or file in small claims court within one (1) year after notice of the administrative review determination by the Claims Administrator shall result in the forfeiture of any right to arbitration or to take any other legal action.

#### Expedited Final Appeal

You have the right to an expedited decision when the routine decision-making process might pose an imminent or serious threat to your health, including but not limited to severe pain or potential loss of life, limb or major bodily function. SISC will evaluate your request and medical condition to determine if it qualifies for an expedited decision, which will be processed as soon as possible to accommodate your condition, not to exceed 72 hours. To request an expedited decision, you, a designated representative, a provider or an attorney on your behalf may appeal by writing to SISC III, P.O. Box 1847, Bakersfield, CA 93303-1847. Specifically state that you want an expedited decision and that waiting for the standard processing might seriously jeopardize your health. SISC shall notify you in writing of the results of its review and the specific basis therefore. In the event that all or part of the appeal is found to be valid, SISC shall direct the Claims Administrator to reimburse you for those expenses which were allowed as a result of its' review of the appeal. This determination shall be final and binding on all parties.

#### Other Resources to Help You

For questions about your appeal rights, or for assistance, you may contact the Employee Benefits Security Administration at 1-866-444-EBSA (3272).

## DEFINITIONS

### PLAN PROVIDER DEFINITIONS

Whenever any of the following terms are capitalized in this booklet, they will have the meaning stated below:

**Alternate Care Services Providers** — Durable Medical Equipment suppliers, individual certified orthotists, prosthetists and prosthetist-orthotists.

**Doctor of Medicine** — a licensed Medical Doctor (M.D.) or Doctor of Osteopathic Medicine (D.O.).

**Hospice or Hospice Agency** — an entity which provides Hospice services to Terminally Ill persons and holds a license, currently in effect as a Hospice pursuant to Health and Safety Code Section 1747, or a home health agency licensed pursuant to Health and Safety Code Sections 1726 and 1747.1 which has Medicare certification.

**Hospital** —

1. a licensed institution primarily engaged in providing, for compensation from patients, medical, diagnostic and surgical facilities for care and treatment of sick and injured persons on an Inpatient basis, under the supervision of an organized medical staff, and which provides 24 hour a day nursing service by registered nurses. A facility which is principally a rest home or nursing home or home for the aged is not included.
2. a psychiatric Hospital accredited by the Joint Commission on Accreditation of Healthcare Organizations; or
3. a psychiatric healthcare facility as defined in Section 1250.2 of the Health and Safety Code.

**Non-Participating Home Health Care and Home Infusion Agency** — an agency which has not contracted with the Claims Administrator and whose services are not covered unless prior authorized by the Claims Administrator.

**Non-Participating/Non-Preferred Providers** — any provider who has not contracted with the Claims Administrator to accept the Claims Administrator's payment, plus any applicable Deductible, Copayment or amounts in excess of specified Benefit maximums, as payment-in-full for covered Services. Certain services of this Plan are not covered or benefits are reduced if the service is provided by a Non-Participating/Non-Preferred Provider.

**Non-Preferred Bariatric Surgery Services Providers** — any provider that has not contracted with the Claims Administrator to furnish bariatric surgery Services and accept reimbursement at negotiated rates, and that has not been designated as a contracted bariatric surgery Services provider by the Claims Administrator. Non-Preferred bariatric surgery Services Providers may include the Claims Administrator Preferred/Participating Providers if the provider does not also have an agreement with the Claims Administrator to provide bariatric surgery Services.

Note: Bariatric surgery services are not covered for Members who reside in designated counties in California if the service is provided by a Non-Preferred Bariatric Surgery Services Provider. (See the Bariatric Surgery Benefits for Residents of Designated Counties in California section under Covered Services for more information.)

**Non-Preferred Hemophilia Infusion Provider** — a provider that has not contracted with the Claims Administrator to furnish blood factor replacement products and services for in-home treatment of blood disorders such as hemophilia and accept reimbursement at negotiated rates, and that has

not been designated as a contracted hemophilia infusion product provider by the Claims Administrator. Note: Non-Preferred Hemophilia Infusion Providers may include Participating Home Health Care and Home Infusion Agency Providers if that provider does not also have an agreement with the Claims Administrator to furnish blood factor replacement products and services.

**Other Providers** —

1. Independent Practitioners — licensed vocational nurses; licensed practical nurses; registered nurses; licensed psychiatric nurses; registered dietitians; certified nurse midwives; licensed occupational therapists; certificated acupuncturists; certified respiratory therapists; enterostomal therapists; licensed speech therapists or pathologists; dental technicians; and lab technicians.
2. Healthcare Organizations — nurses registry; licensed mental health, freestanding public health, rehabilitation, and Outpatient clinics not MD owned; portable X-ray companies; lay-owned independent laboratories; blood banks; speech and hearing centers; dental laboratories; dental supply companies; nursing homes; ambulance companies; Easter Seal Society; American Cancer Society, and Catholic Charities.

**Outpatient Facility** — a licensed facility, not a Physician's office or Hospital, that provides medical and/or surgical services on an Outpatient basis.

**Participating Ambulatory Surgery Center** — an Outpatient surgery facility which:

1. is either licensed by the state of California as an ambulatory surgery center or is a licensed facility accredited by an ambulatory surgery center accrediting body; and,
2. provides services as a free-standing ambulatory surgery center which is licensed separately and bills separately from a Hospital and is not otherwise affiliated with a Hospital; and,
3. has contracted with the Claims Administrator to provide Services on an Outpatient basis.

**Participating Home Health Care and Home Infusion Agency** — an agency which has contracted with the Claims Administrator to furnish services and accept reimbursement at negotiated rates, and which has been designated as a Participating Home Health Care and Home Infusion agency by the Claims Administrator. (See Non-Participating Home Health Care and Home Infusion agency definition above.)

**Participating Hospice or Participating Hospice Agency** — an entity which: 1) provides Hospice services to Terminally Ill Members and holds a license, currently in effect, as a Hospice pursuant to Health and Safety Code Section 1747, or a home health agency licensed pursuant to Health and Safety Code Sections 1726 and 1747.1 which has Medicare certification and 2) has either contracted with the Claims Administrator or has received prior approval from the Claims Administrator to provide Hospice Service Benefits

pursuant to the California Health and Safety Code Section 1368.2.

**Participating Physician** — a selected Physician or a Physician Member that has contracted with the Claims Administrator to furnish Services and to accept the Claims Administrator's payment, plus applicable Deductibles and Copayments, as payment-in-full for covered Services, except as provided under the Payment and Participant Copayment provision in this booklet.

**Participating Provider** — a Physician, a Hospital, an Ambulatory Surgery Center, an Alternate Care Services Provider, a Certified Registered Nurse Anesthetist, or a Home Health Care and Home Infusion agency that has contracted with the Claims Administrator to furnish Services and to accept the Claims Administrator's payment, plus applicable Deductibles and Copayments, as payment in full for covered Services.

Note: This definition does not apply to Hospice Program Services. For Participating Providers for Hospice Program Services, see the Participating Hospice or Participating Hospice Agency definitions above.

**Physician** — a licensed Doctor of Medicine, clinical psychologist, research psychoanalyst, dentist, licensed clinical social worker, optometrist, chiropractor, podiatrist, audiologist, registered physical therapist, or licensed marriage and family therapist.

**Physician Member** — a Doctor of Medicine who has enrolled with the Claims Administrator as a Physician Member.

**Preferred Bariatric Surgery Services Provider** — a Preferred Hospital or a Physician Member that has contracted with the Claims Administrator to furnish bariatric surgery Services and accept reimbursement at negotiated rates, and that has been designated as a contracted bariatric surgery Services provider by the Claims Administrator.

**Preferred Dialysis Center** — a dialysis services facility which has contracted with the Claims Administrator to provide dialysis Services on an Outpatient basis and accept reimbursement at negotiated rates.

**Preferred Free-Standing Laboratory Facility (Laboratory Center)** — a free-standing facility which is licensed separately and bills separately from a Hospital and is not otherwise affiliated with a Hospital, and which has contracted with the Claims Administrator to provide laboratory services on an Outpatient basis and accept reimbursement at negotiated rates.

**Preferred Free-Standing Radiology Facility (Radiology Center)** — a free-standing facility which is licensed separately and bills separately from a Hospital and is not otherwise affiliated with a Hospital, and which has contracted with the Claims Administrator to provide radiology services on an Outpatient basis and accept reimbursement at negotiated rates.

**Preferred Hemophilia Infusion Provider** — a provider that has contracted with the Claims Administrator to furnish blood factor replacement products and services for in-home treatment of blood disorders such as hemophilia and accept reimbursement at negotiated rates, and that has been designated as a contracted Hemophilia Infusion Provider by the Claims Administrator.

**Preferred Hospital** — a Hospital under contract to the Claims Administrator which has agreed to furnish Services and accept reimbursement at negotiated rates, and which has been designated as a Preferred Hospital by the Claims Administrator.

**Preferred Provider** — a Physician Member, Preferred Hospital, Preferred Dialysis Center, or Participating Provider.

**Skilled Nursing Facility** — a facility with a valid license issued by the California Department of Health Services as a Skilled Nursing Facility or any similar institution licensed under the laws of any other state, territory, or foreign country.

## ALL OTHER DEFINITIONS

Whenever any of the following terms are capitalized in this booklet, they will have the meaning stated below:

**Accidental Injury** — definite trauma resulting from a sudden, unexpected and unplanned event, occurring by chance, caused by an independent, external source.

**Activities of Daily Living (ADL)** — mobility skills required for independence in normal everyday living. Recreational, leisure, or sports activities are not included.

**Acute Care** — care rendered in the course of treating an illness, injury or condition marked by a sudden onset or change of status requiring prompt attention, which may include hospitalization, but which is of limited duration and which is not expected to last indefinitely.

**Allowable Amount** — the Claims Administrator Allowance (as defined below) for the Service (or Services) rendered, or the provider's billed charge, whichever is less. The Claims Administrator Allowance, unless otherwise specified for a particular service elsewhere in this booklet, is:

1. For a Participating Provider, the amount that the Provider and the Claims Administrator have agreed by contract will be accepted as payment in full for the Services rendered; or
2. For a non-participating/non-preferred provider (excluding a Hospital/ Outpatient Facility) in California who provides non-Emergency Services, the amount the Claims Administrator would have allowed for a Participating Provider performing the same service in the same geographical area.
3. For a non-participating/non-preferred provider (excluding a Hospital/ Outpatient Facility) who provides

Emergency Services, the Reasonable and Customary Charge.

4. For a Hospital/ Outpatient Facility that is a Non-Participating/Non-Preferred Provider in California who provides Emergency or non-Emergency Services, the amount negotiated by the Claims Administrator.
5. For a provider anywhere, other than in California, within or outside of the United States, which has a contract with the local Blue Cross and/or Blue Shield plan, the amount that the provider and the local Blue Cross and/or Blue Shield plan have agreed by contract will be accepted as payment in full for service rendered; or
6. For a non-participating provider (i.e., that does not contract with the Claims Administrator or a local Blue Cross and/or Blue Shield plan) anywhere, other than in California, within or outside of the United States, who provides non-Emergency 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. If the local plan has no non-participating provider allowance, the Claims Administrator will assign the Allowable Amount used for a Non-Participating/Non-Preferred Provider in California.

**Behavioral Health Treatment** - professional Services and treatment programs, including applied behavior analysis and evidence-based intervention programs that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism.

**Benefits (Services)** — those Services which a Member is entitled to receive pursuant to the Plan Document.

**Calendar Year** — a period beginning on January 1 of any year and terminating on January 1 of the following year.

**Chronic Care** — care (different from Acute Care) furnished to treat an illness, injury or condition, which does not require hospitalization (although confinement in a lesser facility may be appropriate), which may be expected to be of long duration without any reasonably predictable date of termination, and which may be marked by recurrences requiring continuous or periodic care as necessary.

**Claims Administrator** — the claims payor designated by the Employer to adjudicate claims and provide other services as mutually agreed. Blue Shield of California has been designated the Claims Administrator.

**Close Relative** — the spouse, Domestic Partner, children, brothers, sisters, or parents of a covered Member.

**Copayment** — the amount that a Member is required to pay for specific Covered Services after meeting any applicable Deductible.

**Cosmetic Surgery** — surgery that is performed to alter or reshape normal structures of the body to improve appearance.

**Covered Services (Benefits)** — those Services which a Member is entitled to receive pursuant to the terms of the Plan Document.

**Custodial or Maintenance Care** — care furnished in the home primarily for supervisory care or supportive services, or in a facility primarily to provide room and board (which may or may not include nursing care, training in personal hygiene and other forms of self care and/or supervisory care by a Physician) or care furnished to a Member who is mentally or physically disabled, and

1. who is not under specific medical, surgical or psychiatric treatment to reduce the disability to the extent necessary to enable the patient to live outside an institution providing care; or
2. when, despite medical, surgical or psychiatric treatment, there is no reasonable likelihood that the disability will be so reduced.

**Deductible** — the Calendar Year amount which you must pay for specific Covered Services that are a Benefit of the Plan before you become entitled to receive certain Benefit payments from the Plan for those Services.

**Dependent** —

1. a Participant's legally married spouse who is not legally separated from the Participant;  
or,
2. a Participant's Domestic Partner;  
or,
3. a child of, adopted by, or in legal guardianship of the Participant, spouse, or Domestic Partner. This category includes any stepchild or child placed for adoption or any other child for whom the Participant, spouse, or Domestic Partner has been appointed as a non-temporary legal guardian by a court of appropriate legal jurisdiction, who is less than 26 years of age (or less than 18 years of age if the child has been enrolled as a result of a court ordered non-temporary legal guardianship)

and who has been enrolled and accepted by the Claims Administrator as a Dependent and has maintained participation in accordance with the Claims Administrator Plan.

Note: Children of Dependent children (i.e., grandchildren of the Participant, spouse, or Domestic Partner) are not Dependents unless the Participant, spouse, or Domestic Partner has adopted or is the legal guardian of the grandchild.

4. If coverage for a Dependent child would be terminated because of the attainment of age 26, and the Dependent child is disabled, Benefits for such Dependent will be continued upon the following conditions:
  - a. was covered under the prior plan, or has 6 or more months of creditable coverage; and

- b. is chiefly dependent for support and maintenance; and
- c. upon attainment of age 26 is incapable of self-sustaining employment due to a physical or mental condition.

Upon a covered dependent's attainment of age 26 a Physician must certify in writing that the child is incapable of self-sustaining employment due to a physical or mental condition. SISC III must receive the certification, at no expense, within 60 days of the date the Employee receives the request from SISC III. SISC III may request proof of continuing dependency and that a physical or mental condition still exists, but not more often than once each year after the initial certification. This exception will last until the child is no longer chiefly dependent for financial support as defined by IRS rules. (A child is considered chiefly dependent for support and maintenance if he or she qualifies as a dependent for federal income tax purposes.)

**Domestic Partner** — an individual who is a Dependent of the Participant and who meets all of the eligibility requirements established by the Plan Administrator.

**Domiciliary Care** — care provided in a Hospital or other licensed facility because care in the patient's home is not available or is unsuitable.

**Durable Medical Equipment** — equipment designed for repeated use which is medically necessary to treat an illness or injury, to improve the functioning of a malformed body member, or to prevent further deterioration of the patient's medical condition. Durable Medical Equipment includes items such as wheelchairs, Hospital beds, respirators, and other items that the Claims Administrator determines are Durable Medical Equipment.

**Emergency Services** — services provided for an unexpected medical condition, including a psychiatric emergency medical condition, manifesting itself by acute symptoms of sufficient severity (including severe pain) that the absence of immediate medical attention could reasonably be expected to result in any of the following:

1. placing the patient's health in serious jeopardy;
2. serious impairment to bodily functions;
3. serious dysfunction of any bodily organ or part.

**Employee** — an individual who meets the eligibility requirements set forth in the Plan Document.

**Employer** — any person, firm, proprietary or non-profit corporation, partnership, public agency or association that has at least 2 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.

**Enrollment Date** — the first day of coverage, or if there is a waiting period, the first day of the waiting period (typically, date of hire).

**Experimental or Investigational in Nature** — any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized in accordance with generally accepted professional medical standards as being safe and effective for use in the treatment of the illness, injury, or condition at issue. Services which 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. Services or supplies which 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.

**Family** — the Participant and all enrolled Dependents.

**Incurred** — a charge will be considered to be "Incurred" on the date the particular service or supply which gives rise to it is provided or obtained.

**Infertility** — the Member must actively be trying to conceive and has:

1. the presence of a demonstrated bodily malfunction recognized by a licensed Doctor of Medicine as a cause of not being able to conceive; or
2. for women age 35 and less, failure to achieve a successful pregnancy (live birth) after 12 months or more of regular unprotected intercourse; or
3. for women over age 35, failure to achieve a successful pregnancy (live birth) after 6 months or more of regular unprotected intercourse; or
4. failure to achieve a successful pregnancy (live birth) after six cycles of artificial insemination supervised by a Physician (the initial six cycles are not a benefit of this Plan); or
5. three or more pregnancy losses.

**Inpatient** — an individual who has been admitted to a Hospital as a registered bed patient and is receiving services under the direction of a Physician.

**Late Enrollee** — an eligible Employee or Dependent who has declined enrollment in this Plan at the time of the initial enrollment period, and who subsequently requests enrollment in this Plan; provided that the initial enrollment period shall be a period of at least 30 days. However, an eligible Employee or Dependent shall not be considered a Late Enrollee if any of the following paragraphs (1.), (2.), (3.), (4.), (5.), (6.) or (7.) is applicable:

1. The eligible Employee or Dependent meets all of the following requirements of (a.), (b.), (c.) and (d.):
  - a. The Employee or Dependent was covered under another employer health benefit plan at the time he or she was offered enrollment under this Plan; and
  - b. The Employee or Dependent certified, at the time of the initial enrollment, that coverage under another employer health benefit plan was the reason for declining enrollment, provided that, if he or she was covered under another employer health plan, he or she was given the opportunity to make the certification required and was notified that failure to do so could result in later treatment as a Late Enrollee; and
  - c. The Employee or Dependent has lost or will lose coverage under another employer health benefit plan as a result of termination of his or her employment or of the individual through whom he or she was covered as a Dependent, change in his or her employment status or of the individual through whom he or she was covered as a Dependent, termination of the other plan's coverage, exhaustion of COBRA continuation coverage, cessation of an employer's contribution toward his or her coverage, death of the individual through whom he or she was covered as a Dependent, or legal separation, divorce or termination of a domestic partnership; and
  - d. The Employee or Dependent requests enrollment within 31 days after termination of coverage or employer contribution toward coverage provided under another employer health benefit plan; or
2. The Employer offers multiple health benefit plans and the eligible Employee elects this Plan during an open enrollment period; or
3. 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 within 31 days of presentation of a court order by the district attorney, or upon presentation of a court order or request by a custodial party, as described in Section 3751.5 of the Family Code; or
4. For eligible Employees or Dependents who fail to elect coverage in this Plan during their initial enrollment period, the Plan cannot produce a written statement from the Employer stating that prior to declining coverage, the Employee or Dependent, or the individual through whom he or she was eligible to be covered as a Dependent, was provided with and signed acknowledgment of a Refusal of Personal Coverage form specifying that failure to elect coverage during the initial enrollment period permits the Plan to impose, at the time of his or her later decision to elect coverage, an exclusion from coverage for a period of 12 months, unless he or she meets the criteria specified in paragraphs (1.), (2.) or (3.) above; or
5. For eligible Employees or Dependents who were eligible for coverage under the Healthy Families Program or Medi-Cal and whose coverage is terminated as a result of the loss of such eligibility, provided that enrollment is requested no later than 60 days after the termination of coverage; or
6. For eligible Employees or Dependents who are eligible for the Healthy Families Program or the Medi-Cal premium assistance program and who request enrollment within 60 days of the notice of eligibility for these premium assistance programs; or
7. For eligible Employees who decline coverage during the initial enrollment period and subsequently acquire Dependents through marriage, establishment of domestic partnership, birth, or placement for adoption, and who enroll for coverage for themselves and their Dependents within 31 days from the date of marriage, establishment of domestic partnership, birth, or placement for adoption.

**Medical Necessity (Medically Necessary) —**

The Benefits of this Plan are provided only for Services which are medically necessary.

1. Services which 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 the Claims Administrator, are:
  - a. consistent with the Claims Administrator medical policy;
  - b. consistent with the symptoms or diagnosis;
  - c. not furnished primarily for the convenience of the patient, the attending Physician or other provider; and
  - d. furnished at the most appropriate level which can be provided safely and effectively to the patient.
2. If there are two or more medically necessary services that may be provided for the illness, injury or medical condition, the Claims Administrator will provide benefits based on the most cost-effective service.
3. Hospital Inpatient Services which are medically necessary include only those Services which satisfy the above requirements, require the acute bed-patient (overnight) setting, and which could not have been provided in the 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. Inpatient services not medically necessary include hospitalization:

- a. for diagnostic studies that could have been provided on an Outpatient basis;
  - b. for medical observation or evaluation;
  - c. for personal comfort;
  - d. in a pain management center to treat or cure chronic pain; and
  - e. for Inpatient Rehabilitation that can be provided on an Outpatient basis.
4. The Claims Administrator reserves the right to review all claims to determine whether services are medically necessary, and may use the services of Physician consultants, peer review committees of professional societies or Hospitals, and other consultants.

**Member** — either a Participant or Dependent.

**Mental Health Condition** — for the purposes of this Plan, means those conditions listed in the “Diagnostic & Statistical Manual of Mental Disorders Version IV” (DSM4), except as stated herein, and no other conditions. Mental Health Conditions include Severe Mental Illnesses and Serious Emotional Disturbances of a Child, but do not include any services relating to the following:

1. Diagnosis or treatment of Substance Abuse Conditions;
2. Diagnosis or treatment of conditions represented by V Codes in DSM4;
3. Diagnosis or treatment of any conditions listed in DSM4 with the following codes:  
294.8, 294.9, 302.80 through 302.90, 307.0, 307.3, 307.9, 312.30 through 312.34, 313.9, 315.2, 315.39 through 316.0.

**Mental Health Services** — Services provided to treat a Mental Health Condition.

**Occupational Therapy** — treatment under the direction of a Doctor of Medicine and provided by a certified occupational therapist, utilizing arts, crafts, or specific training in daily living skills, to improve and maintain a patient’s ability to function.

**Open Enrollment Period** — that period of time set forth in the plan document during which eligible employees and their Dependents may transfer from another health benefit plan sponsored by the Employer to the Preferred Plan. An annual Open Enrollment Period is generally held in September for the October 1<sup>st</sup> effective date.

**Orthosis (Orthotics)** — an orthopedic appliance or apparatus used to support, align, prevent or correct deformities, or to improve the function of movable body parts.

**Outpatient** — an individual receiving services but not as an Inpatient.

**Partial Hospitalization/Day Treatment Program** — a treatment program that may be free-standing or Hospital-based and provides services at least 5 hours per day and at

least 4 days per week. Patients may be admitted directly to this level of care, or transferred from acute Inpatient care following acute stabilization.

**Participant** — an employee who has been accepted by the Employer and enrolled by the Claims Administrator as a Participant and who has maintained enrollment in accordance with this Plan.

**Physical Therapy** — treatment provided by a Doctor of Medicine or under the direction of a Doctor of Medicine when provided by a registered physical therapist, certified occupational therapist or licensed doctor of podiatric medicine. Treatment utilizes physical agents and therapeutic procedures, such as ultrasound, heat, range of motion testing, and massage, to improve a patient’s musculoskeletal, neuromuscular and respiratory systems.

**Plan** — the Comprehensive Preferred Medical Benefit Plan for eligible Employees of the Employer.

**Plan Administrator** — is Self-Insured Schools of California.

**Plan Document** — the document issued by the Plan that establishes the services that Participants and Dependents are entitled to receive from the Plan.

**Plan Sponsor** — is Self-Insured Schools of California.

**Preventive Health Services** — mean those primary preventive medical Covered Services, including related laboratory services, for early detection of disease as specifically listed below:

1. Evidence-based items or services that have in effect a rating of “A” or “B” in the current recommendations of the United States Preventive Services Task Force;
2. Immunizations that have in effect a recommendation from 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 Schedule/United States, jointly adopted by the American Academy of Pediatrics, the Advisory Committee on Immunization Practices, and the American Academy of Family Physicians;
3. With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration;
4. With respect to women, such additional preventive care and screenings not described in paragraph 1. as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

Preventive Health Services include, but are not limited to, cancer screening (including, but not limited to, colorectal cancer screening, cervical cancer and HPV screening, breast cancer screening and prostate cancer screening), osteoporosis screening, screening for blood lead levels in children at risk for lead poisoning, and health education. More infor-

mation regarding covered Preventive Health Services is available at <http://www.blueshieldca.com/preventive> or by calling Customer Service.

In the event there is a new recommendation or guideline in any of the resources described in paragraphs 1. through 4. above, the new recommendation will be covered as a Preventive Health Service no later than 12 months following the issuance of the recommendation.

Note: Diagnostic audiometry examinations are covered under the Professional (Physician) Benefits.

**Prosthesis (Prosthetics)** — an artificial part, appliance or device used to replace or augment a missing or impaired part of the body.

**Reasonable and Customary Charge** — in California: The lower of (1) the provider's billed charge, or (2) the amount determined by the Claims Administrator to be the reasonable and customary value for the services rendered by a non-Plan Provider based on statistical information that is updated at least annually and considers many factors including, but not limited to, the provider's training and experience, and the geographic area where the services are rendered; outside of California: The lower of (1) the provider's billed charge, or, (2) the amount, if any, established by the laws of the state to be paid for Emergency Services, if applicable.

**Reconstructive Surgery** — 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: 1) to improve function, or 2) to create a normal appearance to the extent possible; dental and orthodontic Services that are an integral part of Reconstructive Surgery for cleft palate procedures.

**Rehabilitation** — Inpatient or Outpatient care furnished to an individual disabled by injury or illness, including Severe Mental Illnesses, in order to develop or restore an individual's ability to function to the maximum extent practical. Rehabilitation Services may consist of Physical Therapy, Occupational Therapy, and/or Respiratory Therapy and are provided with the expectation that the patient has restorative potential. Benefits for Speech Therapy are described in the section on Speech Therapy Benefits.

**Residential Care** — services provided in a facility or a free-standing residential treatment center that provides overnight/extended-stay services for Members who do not qualify for Acute Care or Skilled Nursing Services. This definition does not apply to Services rendered under the Hospice Program Benefit.

**Respiratory Therapy** — treatment, under the direction of a Doctor of Medicine and provided by a certified respiratory therapist, to preserve or improve a patient's pulmonary function.

**Serious Emotional Disturbances of a Child** — refers to individuals who are minors under the age of 18 years who

1. have one or more mental disorders in the most recent edition of the Diagnostic and Statistical manual of

Mental Disorders (other than a primary substance use disorder or developmental disorder), that results in behavior inappropriate for the child's age according to expected developmental norms, and

2. 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:

- (a) As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following has occurred: 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;

- (b) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

**Services** — includes medically necessary healthcare services and medically necessary supplies furnished incident to those services.

**Severe Mental Illnesses** — conditions with the following diagnoses: schizophrenia, schizo affective disorder, bipolar disorder (manic depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, bulimia nervosa.

**Special Food Products** — a food product which is both of the following:

1. Prescribed by a Physician or nurse practitioner for the treatment of phenylketonuria (PKU) and is consistent with the recommendations and best practices of qualified health professionals with expertise germane to, and experience in the treatment and care of, phenylketonuria (PKU). It does not include a food that is naturally low in protein, but may include a food product that is specially formulated to have less than one gram of protein per serving;
2. Used in place of normal food products, such as grocery store foods, used by the general population.

**Speech Therapy** — treatment, under the direction of a Physician and provided by a licensed speech pathologist or speech therapist, to improve or retrain a patient's vocal skills which have been impaired by diagnosed illness or injury.

**Subacute Care** — 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 which is pri-



marily a rest home, convalescent facility or home for the aged is not included.

**Substance Abuse Condition** — for the purposes of this Plan, means any disorders caused by or relating to the recurrent use of alcohol, drugs, and related substances, both legal and illegal, including but not limited to, dependence, intoxication, biological changes and behavioral changes.

**Total Disability (or Totally Disabled)** —

1. 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;

2. 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.

## Supplement A — Substance Abuse Condition Benefits

### Summary of Benefits

Benefit	Member Copayment <sup>1</sup>	
Benefits are provided for Services for Substance Abuse Conditions (including Partial Hospitalization <sup>2</sup> ) as described herein.		
	Participating Provider	Non-Participating Provider
<b>Hospital Facility Services</b>		
Inpatient Services	Your Plan's Hospital Benefits (Facility Services), Inpatient Services Copayment	Your Plan's Hospital Benefits (Facility Services), Inpatient Services Copayment
Outpatient Services	Your Plan's Hospital Benefits (Facility Services), Outpatient Services, Services for illness or injury Copayment	Your Plan's Hospital Benefits (Facility Services), Outpatient Services, Services for illness or injury Copayment
Partial Hospitalization <sup>2</sup>	Your Plan's Ambulatory Surgery Center Benefits Copayment applies per Episode	Your Plan's Ambulatory Surgery Center Benefits Copayment applies per Episode
<b>Professional (Physician) Services</b>		
Inpatient Services	Your Plan's Professional (Physician) Benefits, Inpatient Physician Benefits Copayment	Your Plan's Professional (Physician) Benefits, Inpatient Physician Benefits Copayment
Outpatient Service	Your Plan's Professional (Physician) Benefits, office visits Copayment	Your Plan's Professional (Physician) Benefits, office visit Copayment

- 1 The Copayments below are subject to the Deductible, Member Maximum Calendar Year Copayment Responsibility and other applicable provisions of your Plan.
- 2 Partial Hospitalization/Day Treatment Program is a treatment program that may be free-standing or Hospital-based and provides Services at least 5 hours per day and at least 4 days per week. Patients may be admitted directly to this level of care, or transferred from acute Inpatient care following acute stabilization.

Your Plan provides coverage for Substance Abuse Condition Services as described herein. All Services must be Medically Necessary. Residential care is not covered. For a definition of Substance Abuse Condition, see the Definitions section of your booklet.

This Benefit does not include Inpatient Services which are Medically Necessary to treat the acute medical complications of detoxification, which are covered as part of the medical Benefits of your health plan and not considered to be treatment of the Substance Abuse Condition itself.

Prior authorization by the Claims Administrator is required for Non-Emergency Substance Abuse Condition Services as specified below.

Inpatient Hospital and Professional Services;  
 Outpatient Partial Hospitalization;  
 Intensive Outpatient Care; and,  
 Outpatient electroconvulsive therapy (ECT).

Prior to obtaining the Substance Abuse Condition Services listed above, you or your Physician must call the phone number listed at the back of this booklet, to obtain prior authorization.

Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for Non-Emergency Substance Abuse Condition Services as specified above will result in the following:

for Inpatient Hospital and Professional Services, reduction or non-payment by the Claims Administrator;

for Outpatient Partial Hospitalization, Intensive Outpatient Care; and ECT services, non-payment of services by the Claims Administrator.

Benefits are provided for Medically Necessary Services for Substance Abuse Conditions, as defined in your booklet, and as specified herein. Residential care is not covered.

This Benefit is subject to the general provisions, limitations and exclusions listed in your Benefit Booklet.

## SISC PRIVACY NOTICE

Effective April 14, 2003, a Federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), requires that health plans like the Self-Insured Schools of California (SISC) group health plan (hereafter referred to as the "Plan"), maintain the privacy of your personally identifiable health information (called **Protected Health Information or PHI**).

- The term "**Protected Health Information**" (**PHI**) includes all information related to your past, present or future health condition(s) that individually identifies you or could reasonably be used to identify you and is transferred to another entity or maintained by the Plan in oral, written, electronic or any other form.
- **PHI does not include** health information contained in employment records held by your employer in its role as an employer, including but not limited to health information on disability, work-related illness/injury, sick leave, Family and Medical leave (FMLA), life insurance, dependent care FSA, drug testing, etc.

A complete description of your rights under HIPAA can be found in the Plan's Notice of Privacy Practices, which was distributed to you upon enrollment in the Plan and is available from the SISC website at [www.sisc.kern.org](http://www.sisc.kern.org). Information about HIPAA in this document is not intended and cannot be construed as the Plan's Notice of Privacy Practices. If you have questions regarding the Plan's Notice of Privacy Practices or this notice, please contact the Plan's Privacy Officer (the Coordinator Health Benefits) at the address and/or phone number noted here:

Self-Insured Schools of California (SISC)  
2000 "K" Street P.O. Box 1847 - Bakersfield, CA 93303-1847  
Phone: 661-636-4410

The Plan, and the Plan Sponsor (the SISC Board of Directors), will not use or further disclose information that is protected by HIPAA ("protected health information or PHI") except as necessary for treatment, payment, health care operations and Plan administration, or as permitted or required by law. **In particular, the Plan will not, without your written authorization, use or disclose protected health information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor.**

Except as permitted by HIPAA, the Plan will only use or disclose your PHI for marketing purposes or sell (exchange) your PHI for remuneration (payment), with your written authorization. The Plan may disclose PHI to the Plan Sponsor for the purpose of reviewing a benefit claim or for other reasons related to the administration of the Plan.

- A. **The Plan's Use and Disclosure of PHI:** The Plan will use protected health information (PHI), without your authorization or consent, to the extent and in accordance with the uses and disclosures permitted by HIPAA. Specifically, the Plan will use and disclose protected health information for purposes related to health care treatment, payment for health care, and health care operations (sometimes referred to as TPO), as defined below.
- **Treatment** is the provision, coordination or management of health care and related services. It also includes but is not limited to consultations and referrals between one or more of your health care providers. The Plan rarely, if ever, uses or discloses PHI for treatment purposes.
  - **Payment** includes activities undertaken by the Plan to obtain premiums or determine or fulfill its responsibility for coverage and provision of Plan benefits with activities that include, but are not limited to, the following:
    - a. Determination of eligibility, coverage, cost sharing amounts (e.g. cost of a benefit, Plan maximums, and copayments as determined for an individual's claim), and establishing employee contributions for coverage;
    - b. Claims management and related health care data processing, adjudication of health benefit claims (including appeals and other payment disputes), coordination of benefits, subrogation of health benefit claims, billing, collection activities and related health care data processing, and claims auditing;
    - c. Medical necessity reviews, reviews of appropriateness of care or justification of charges, utilization review, including precertification, concurrent review and/or retrospective review.
  - **Health Care Operations** includes, but is not limited to:
    - a. Business planning and development, such as conducting cost-management and planning-related analyses for the management of the Plan, development or improvement of methods of payment or coverage policies, quality assessment, patient safety activities;
    - b. Population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting of health care providers and patients with information about treatment alternatives and related functions;

- c. Underwriting (the Plan does not use or disclose PHI that is genetic information as defined in 45 CFR 160.103 for underwriting purposes as set forth in 45 CFR 164.502(a)(5)(1)), enrollment, premium rating, and other activities relating to the renewal or replacement of a contract of health insurance or health benefits, rating provider and Plan performance, including accreditation, certification, licensing, or credentialing activities;
  - d. Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
  - e. Business management and general administrative activities of the Plan, including, but not limited to management activities relating to implementation of and compliance with the requirements of HIPAA Administrative Simplification, customer service, resolution of internal grievances, or the provision of data analyses for policyholders, Plan sponsors, or other customers.
- B. **When an Authorization Form is Needed:** Generally the Plan will require that you sign a valid authorization form (available from the SISC Privacy Officer) in order for the Plan to use or disclose your PHI **other than** when you request your own PHI, a government agency requires it, or the Plan uses it for treatment, payment or health care operations or other instance in which HIPAA explicitly permits the use or disclosure without authorization. The Plan's Notice of Privacy Practices also discusses times when you will be given the opportunity to agree or disagree before the Plan uses and discloses your PHI. The Notice is available on the SISC website at [www.sisc.kern.org](http://www.sisc.kern.org) or from the SISC Privacy Officer.
- C. The Plan will disclose PHI to the Plan Sponsor only upon receipt of a certification from the Plan Sponsor that the Plan documents have been amended to incorporate the following provisions. With respect to PHI, the Plan Sponsor agrees to:
- 1. Not use or disclose the information other than as permitted or required by the Plan Document or as required by law,
  - 2. Ensure that any agents, to whom the Plan Sponsor provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Plan Sponsor with respect to such information. This Plan hires professionals and other companies, referred to as Business Associates, to assist in the administration of benefits. The Plan requires these Business Associates to observe HIPAA privacy rules.
  - 3. Not use or disclose the information for employment-related actions and decisions,
  - 4. Not use or disclose the information in connection with any other benefit or employee benefit Plan of the Plan Sponsor, (unless authorized by the individual or disclosed in the Plan's Notice of Privacy Practices).
  - 5. Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware,
  - 6. Make PHI available to the individual in accordance with the access requirements of HIPAA,
  - 7. Make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA,
  - 8. Make available the information required to provide an accounting of PHI disclosures,
  - 9. Make internal practices, books, and records relating to the use and disclosure of PHI received from the group health Plan available to the Secretary of the Dept. of Health and Human Services (HHS) for the purposes of determining the Plan's compliance with HIPAA, and
  - 10. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made. If return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction if feasible.
- D. In order to ensure that adequate separation between the Plan and the Plan Sponsor is maintained in accordance with HIPAA, only the following employees or classes of employees may be given access to use and disclose PHI:
- 1. The Plan's Privacy Officer;
  - 2. SISC Health Benefits staff involved in the administration of this Plan;
  - 3. Business Associates under contract to the Plan including but not limited to the PPO medical, dental and vision plan claims administrator, preferred provider organization (PPO) networks, retail prescription drug benefit plan administrator, the Wellness program, the telemedicine program, the Medicare supplement administrator, the COBRA administrator, Health Flexible Spending Account (FSA) administrator, the Plan's attorneys, accountants, consultants and actuaries;
- E. The persons described in the section may only have access to and use and disclose PHI for Plan administration functions for the Plan. If these persons do not comply with this obligation, the Plan Sponsor has designed a mechanism for resolution of non-compliance. Issues of noncompliance (including disciplinary sanctions as appropriate) will be investigated and managed by the Plan's Privacy Officer (the Coordinator Health Benefits) at the address noted here:

Self-Insured Schools of California (SISC)  
2000 "K" Street P.O. Box 1847 - Bakersfield, CA 93303-1847  
Phone: 661-636-4410

- F. Effective April 21, 2005 in compliance with **HIPAA Security** regulations, the Plan Sponsor will:
1. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the group health plan,
  2. Ensure that the adequate separation discussed in D above, specific to electronic PHI, is supported by reasonable and appropriate security measures,
  3. Ensure that any agent, including a subcontractor, to whom it provides electronic PHI agrees to implement reasonable and appropriate security measures to protect the electronic PHI, and
  4. Report to the Plan any security incident of which it becomes aware concerning electronic PHI.
- G. **Hybrid Entity:** For purposes of complying with the HIPAA Privacy rules, this Plan is a "hybrid entity" because it has both group health plan functions (a health care component of the entity) and non-group health plan functions. The Plan designates that its health care group health plan functions are covered by the privacy rules. The health care group health plan functions include the services related to the "Plan."

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## NOTES

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For claims submission and information contact the Claims Administrator.

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

Participants may call Customer Service toll free:

1-800-642-6155

The hearing impaired may call Customer Service through the toll-free TTY number:  
1-800-241-1823

### Benefits Management Program Telephone Numbers

For Prior Authorization: Please call the Customer Service telephone number indicated on the back of the Member's identification card

For prior authorization of Benefits Management Program Radiological Services: 1-888-642-2583

Please refer to the Benefits Management Program section of this booklet for information.



