

# Preferred Plan for Fire and Safety

## **ASO Benefit Booklet**

CSAC Excess Insurance Authority

City of Huntington Beach

Group Number: E10056

Effective Date: January 1, 2010

An Independent Member of the Blue Shield Association



# ASO Benefit Booklet

## 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 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.

# 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. 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.
5. Ask questions about your medical condition and make certain that you understand the explanations and instructions you are given.
6. Make and keep medical appointments and inform your Physician ahead of time when you must cancel.
7. Communicate openly with the Physician you choose so you can develop a strong partnership based on trust and cooperation.
8. Offer suggestions to improve the Claims Administrator Preferred Medical Plan.
9. 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.
10. Notify the Claims Administrator as soon as possible if you are billed inappropriately or if you have any complaints.
11. Treat all Plan personnel respectfully and courteously as partners in good health care.
12. Pay your fees, Copayments and charges for non-covered services on time.
13. Follow the provisions of the Claims Administrator Benefits Management Program.

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**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 ASO 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 Continuation of Group 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.

#### **Plan Administrator and Plan Sponsor**

The Employer is the Plan Administrator and Plan Sponsor.

The Plan Administrator shall retain the authority to delegate its officers and Employees such responsibilities that are imposed by the terms of the Plan together with the authority to control and manage the operation of the Benefit Plan.

The Plan Sponsor is designated party that sets up a health care plan for the benefit of Employer's Employees. The responsibilities of the Plan Sponsor include determining membership parameters, investment choices and providing contribution payment.

#### **Program Administrator**

The CSAC Excess Insurance Authority is the Program Administrator. The Authority shall have the duty to interpret and construe the Memorandum of Understanding with regard to overall administration of the Program.

#### **Claims 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.

Each Member Entity which has established a Benefit Plan for its Employees and are signatory to the Memorandum of Understanding shall have the duty and authority to interpret and construe the Benefit Plan it has established on behalf of the Member Entity's Employees subject to the Memorandum with the Authority.

**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 Deductible	\$0 per Member/ \$0 per Family	\$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	\$2,000 per Member \$4,000 per Family	\$5,000 per Member \$10,000 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 maximum	\$6,000,000 <sup>4</sup>	

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

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>5</sup>	Services by Non-Preferred and Non-Participating Providers <sup>6</sup>
<b>Acupuncture Benefits</b> Acupuncture Covered Services up to a Benefit maximum of 20 visits per Member per Calendar Year. Services by Doctors of Medicine and certificated acupuncturists	\$25 per visit for Doctors of Medicine and certificated acupuncturists <sup>7</sup>	\$25 per visit
<b>Allergy Testing and Treatment Benefits</b> Office visits (includes visits for allergy serum injections)	10%	30%
<b>Ambulance Benefits</b> Emergency or authorized transport	10% of billed charges	10% of billed charges
<b>Ambulatory Surgery Center Benefits</b> Outpatient surgery performed in an Ambulatory Surgery Center (See Non-Preferred payment example below) Example: 1 day in the Ambulatory Surgery Center, up to the \$350 Allowable Amount <p style="text-align: center;">times (x)</p> 30% Participant contribution=Participant payment of up to \$105 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. Ambulatory surgery Services obtained from a Hospital or Hospital affiliated ambulatory surgery center will be paid at the Preferred or Non-Preferred level as specified under Hospital Benefits (Facility Services) in this Summary of Benefits.	10%	30% of up to \$350 per day

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred Bariatric Surgery Services Providers <sup>8</sup>	Services by Non-Preferred Bariatric Surgery Services Providers <sup>8</sup>
<b>Bariatric Surgery Benefits for Residents of Designated Counties in California<sup>9</sup></b> Hospital Inpatient Services Hospital Outpatient Services Physician Bariatric Surgery Services Note: Bariatric surgery Services for residents of non-designated counties will be paid as any other surgery as described elsewhere in this Summary of Benefits. 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. Covered travel expenses for bariatric surgery For a description of travel expenses which may be covered under this Benefit, see the Bariatric Surgery Benefits for Residents of Designated Counties in California section under Principal Benefits and Coverages (Covered Services)	10% 10% 10%	Not covered <sup>8</sup> Not covered <sup>8</sup> Not covered <sup>8</sup>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>5</sup>	Services by Non-Preferred and Non-Participating Providers <sup>6</sup>
<b>Chiropractic Benefits</b> Chiropractic Services provided by a chiropractor up to a Benefit maximum of 12 visits per Member per Calendar Year	\$25 per visit	30%
<b>Clinical Trial for Cancer Benefits</b> Covered Services for Members who have been accepted into an approved clinical trial for cancer when prior authorized. 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 Diabetes self-management training	10% <sup>10</sup> \$20 per visit	30% 30%
<b>Dialysis Center Benefits<sup>11</sup></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) in this Summary of Benefits.	10%	30% of up to \$300 per day
<b>Durable Medical Equipment Benefits</b> Durable Medical Equipment	10%	30%
<b>Emergency Room Benefits</b> Emergency room Physician Services Emergency room Services not resulting in admission  Emergency room Services resulting in admission (billed as part of Inpatient Hospital Services)	10% \$75 per visit plus 10% 10%	10% \$75 per visit plus 10% 10% <sup>12</sup>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>5</sup>	Services by Non-Preferred and Non-Participating Providers <sup>6</sup>
<p><b>Family Planning Benefits<sup>13</sup></b>  Counseling and consulting  Intrauterine device (IUD)  Insertion and/or removal of intrauterine device (IUD)  Elective abortion  Physician Services Copayment in an office or Outpatient facility only. If procedure is performed in a facility setting, an additional Services Copayment will apply.  Injectable contraceptives when administered by a Physician  Note: The office visit Copayment shown below also applies  Physician office visits for diaphragm fitting or injectable contraceptives  Tubal ligation  In an Inpatient facility, this Copayment is billed as part of Inpatient Hospital Services for a delivery/abdominal surgery.  Physician Services Copayment in an office or Outpatient facility only. If procedure is performed in a facility setting, an additional Services Copayment will apply.  Vasectomy  Physician Services Copayment in an office or Outpatient facility only. If procedure is performed in a facility setting, an additional Services Copayment will apply.</p>	<p>\$20 per visit  10%  \$20 per visit  10%    \$25 per injection<sup>14</sup>    \$20 per visit  10%    10%</p>	<p>Not covered  Not covered  Not covered  Not covered    Not covered    Not covered    Not covered</p>
<p><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  Medical supplies and related laboratory Services to the extent the Benefits would have been provided had the Member remained in the Hospital or Skilled Nursing Facility</p>	<p>10%  10%</p>	<p>Not covered<sup>15</sup>  Not covered<sup>15</sup></p>
<p><b>Home Infusion/Home Injectable Therapy Benefits</b>  Home infusion/home injectable therapy and infusion nursing visits provided by a Home Infusion Agency  Home 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.</p>	<p>10%</p>	<p>Not covered<sup>15</sup></p>
<p><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 Claims Administrator and must be received from a Participating Hospice Agency  24-hour Continuous Home Care  General Inpatient care  Inpatient Respite Care  Pre-hospice consultation  Routine home care</p>	<p>10%  10%  You pay nothing  You pay nothing  You pay nothing</p>	<p>Not covered<sup>16</sup>  Not covered<sup>16</sup>  Not covered<sup>16</sup>  Not covered<sup>16</sup>  Not covered<sup>16</sup></p>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>5</sup>	Services by Non-Preferred and Non-Participating Providers <sup>6</sup>
<p><b>Hospital Benefits (Facility Services)</b></p> <p>Inpatient Emergency Facility Services</p> <p>Inpatient Non-emergency Facility Services</p> <p>(See Non-Preferred payment example below)</p> <p>Example: 1 day in the Hospital, up to the \$600 Allowable Amount times (x)</p> <p>30% Subscriber contribution=Subscriber payment of up to \$180</p> <p>Inpatient Medically Necessary skilled nursing Services including Subacute Care<sup>18</sup></p> <p>All bariatric Surgery Services must be prior authorized in writing</p> <p>For bariatric surgery Services for residents of designated counties, see the Bariatric Surgery Benefits for Residents of Designated Counties in California section.</p> <p>Inpatient Services to treat acute medical complications of detoxification</p> <p>Outpatient dialysis Services<sup>11</sup></p> <p>Example: 1 day in the Hospital, up to the \$300 Allowable Amount times (x)</p> <p>30% Subscriber contribution=Subscriber payment of up to \$90</p> <p>Outpatient Services for radiation therapy, chemotherapy, treatment and necessary supplies</p> <p>(See Non-Preferred payment examples below)</p> <p>Example: 1 day in the Hospital, up to the \$350 Allowable Amount times (x)</p> <p>30% Participant contribution=Participant payment of up to \$105</p> <p>Outpatient Services for surgery and necessary supplies</p> <p>Example: 1 day in the Hospital, up to the \$350 Allowable Amount times (x)</p> <p>30% Participant contribution=Participant payment of up to \$105</p>	<p>10%</p> <p>10%</p> <p>10%</p> <p>10%</p> <p>10%</p> <p>10%</p> <p>10%</p> <p>10%</p>	<p>10%<sup>17</sup></p> <p>30% of up to \$600 per day</p> <p>30% of up to \$600 per day</p> <p>30% of up to \$600 per day</p> <p>30% of up to \$300 per day</p> <p>30% of up to \$350 per day<sup>17</sup></p> <p>30% of up to \$350 per day<sup>17</sup></p>
<p><b>Medical Treatment of the Teeth, Gums, or Jaw Joints and Jaw Bones Benefits</b></p> <p>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)</p> <p>Inpatient Hospital Services</p> <p>Office location</p> <p>Outpatient department of a Hospital</p>	<p>10%</p> <p>\$20 per visit</p> <p>10%</p>	<p>30% of up to \$600 per day<sup>17</sup></p> <p>30%</p> <p>30% of up to \$350 per day<sup>17</sup></p>

Benefit	Member Copayment <sup>3</sup>	
	Services by Participating Providers	Services by Non-Participating Providers <sup>20</sup>
<b>Mental Health Benefits</b>		
<b>Mental Health Benefits<sup>19</sup></b>		
Inpatient Hospital Services <sup>21</sup>	10%	30% of up to \$600 per day <sup>22</sup>
Inpatient Physician Services	10%	30%
Outpatient Mental Health Services	\$20 per visit <sup>23</sup>	30% <sup>23</sup>
Psychological testing	\$20 per visit	30%

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>5</sup>	Services by Non-Preferred and Non-Participating Providers <sup>6</sup>
<b>Orthotics Benefits</b>		
Office visits	\$20 per visit	30%
Orthotic equipment and devices	10%	30%
<b>Outpatient Prescription Drug Benefits</b>		
Outpatient Prescription Drug Benefits if selected as an optional Benefit by your Employer, are described in a Supplement included with this booklet		
<b>Outpatient X-ray, Pathology and Laboratory Benefits</b>		
Outpatient X-ray, pathology and laboratory	\$20 per visit <sup>10,23</sup>	30% <sup>10,23</sup>
<b>PKU Related Formulas and Special Food Products Benefits</b>		
PKU related formulas and Special Food Products	10%	10%
The above Services must be prior authorized by the Claims Administrator.		
<b>Podiatric Benefits</b>		
Podiatric Services provided by a licensed doctor of podiatric medicine	\$20 per visit	30%
<b>Pregnancy and Maternity Care Benefits</b>		
All necessary Inpatient Hospital Services for normal delivery, Cesarean section and complications of pregnancy	10%	30% of up to \$600 per day <sup>17</sup>
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	10%	30%
Note: Routine newborn circumcision is only covered as described in the Covered Services section. When covered, Services will pay as any other surgery as noted in this Summary.		

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>5</sup>	Services by Non-Preferred and Non-Participating Providers <sup>6</sup>
<b>Preventive Health Benefits<sup>25, 26</sup></b> Annual mammography, Papanicolaou test, or cervical cancer and human papillomavirus virus (HPV) screening Annual routine physical examination office visit Annual Vision and hearing screening Colorectal cancer screening Osteoporosis screening Routine laboratory Services Well Baby Office visits Well Baby Routine laboratory Services and immunizations Well Baby Vision and hearing screening	\$20 per visit \$20 per visit \$20 per visit 10% 10% \$20 per visit \$20 per visit \$20 per visit <sup>24</sup> \$20 per visit	Not covered Not covered Not covered Not covered Not covered Not covered Not covered Not covered Not covered
<b>Professional (Physician) Benefits</b> Inpatient Physician Benefits Mammography and Papanicolaou test Physician home visits Physician office visits Services with the office visit	10% \$20 per visit 10% \$20 per visit 10%	30% 30% 30% 30% 30%
<b>Prosthetic Appliances Benefits</b> Office visits Prosthetic equipment and devices (except those provided to restore and achieve symmetry incident to a mastectomy, which are covered under Ambulatory Surgery Center Benefits, Hospital Benefits (Facility Services), and Professional (Physician) Benefits in the Principal Benefits and Coverages (Covered Services) section, and specified devices following a laryngectomy, which are covered under Physician Services surgical Benefits)	\$20 per visit 10%	30% 30%
<b>Radiological Procedures Benefits (requiring prior authorization)</b> Outpatient, non-emergency radiological procedures including CT scans, MRIs, MRAs, PET scans, and cardiac diagnostic procedures utilizing nuclear medicine Note: The Claims Administrator requires prior authorization for all these Services.	10% <sup>24</sup>	30% <sup>24</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 Outpatient department of a Hospital Rehabilitation unit of a Hospital for Medically Necessary days In an Inpatient facility, this Copayment is billed as part of Inpatient Hospital Services Skilled Nursing Facility Rehabilitation unit for Medically Necessary days	\$25 per visit <sup>10,27</sup> \$25 per visit <sup>10,27</sup> 10% 10% <sup>28</sup>	30% 30% of up to \$350 per day 30% of up to \$600 per day 10% <sup>28</sup>

Benefit	Member Copayment <sup>3</sup>	
	Services by Preferred, Participating, and Other Providers <sup>5</sup>	Services by Non-Preferred and Non-Participating Providers <sup>6</sup>
<b>Skilled Nursing Facility Benefits</b> Services by a free-standing Skilled Nursing Facility <sup>18</sup>	10% <sup>28</sup>	10% <sup>28</sup>
<b>Speech Therapy Benefits</b> Note: All Outpatient speech therapy Services must be prior authorized by the Claims Administrator. Speech Therapy Services by a licensed speech pathologist or certified speech therapist in the following settings: Office location  Outpatient department of a Hospital  Rehabilitation unit of a Hospital for Medically Necessary days Inpatient facility, this Copayment is billed as part of Inpatient Hospital Services In the Skilled Nursing Facility Rehabilitation unit for Medically Necessary days	\$20 per visit for Doctors of Medicine and licensed speech therapists <sup>10,29</sup> \$20 per visit for Doctors of Medicine and licensed speech therapists <sup>10,29</sup> 10% 10% <sup>28</sup>	30% 30% of up to \$350 per day 30% of up to \$600 per day 10% <sup>28</sup>
<b>Transplant Benefits – Cornea, Kidney or Skin</b> Organ Transplants for transplant of a cornea, kidney or skin Hospital Services  Professional (Physician) Services Special Transplant Benefits <sup>30</sup> 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, and Services to obtain the human transplant material <b>Transplant Benefits - Special</b> Note: The Claims Administrator requires prior written 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. Facility Services in a Special Transplant Facility Professional (Physician) Services	10%  10%         10% 10%	30% of up to \$600 per day 30%           Not covered Not covered

# Summary of Benefits

## Footnotes

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- <sup>1</sup> There is no Calendar Year Deductible for covered Services received from Preferred Providers. The Calendar Year Deductible only applies to Covered Services received from Non-Preferred Providers. 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 Emergency Room Facility Services not resulting in an admission.
- <sup>2</sup> The following are not included in the maximum Calendar Year Copayment amount:
  - 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;
  - 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> The Member's maximum lifetime Benefit payment amount is determined by totaling all covered Benefits provided to you whether you are a Participant or a Dependent while covered under this Plan, or while covered under any prior or subsequent health plan with the Claims Administrator or any of its affiliated companies. Benefits in excess of this amount are not covered under this Plan.
- <sup>5</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>6</sup> For Services by Non-Preferred and Non-Participating Providers you are responsible for all charges above the Allowable Amount.
- <sup>7</sup> For Services by certificated acupuncturists, which are Other Providers, you are responsible for all charges above the Allowable Amount.
- <sup>8</sup> Bariatric Surgery Services for residents of designated counties must be provided by a Preferred Bariatric Surgery Services Provider. See the Plan Provider Definitions section and the Bariatric Surgery Benefits for Residents of Designated Counties in California section under Covered Services for complete information.
- <sup>9</sup> See the Bariatric Surgery Benefits for Residents of Designated Counties in California section under Covered Services for a list of designated counties.
- <sup>10</sup> If billed by your provider, you will also be responsible for an office visit Copayment.
- <sup>11</sup> Prior authorization by the Claims Administrator is required for all dialysis Services.
- <sup>12</sup> For emergency room Services directly resulting in admission as an Inpatient to a Non-Preferred Hospital which the Claims Administrator determines are not emergencies, your Copayment will be the Non-Preferred Hospital Outpatient Services Copayment.
- <sup>13</sup> No Benefits are provided for Family Planning Services by Non-Preferred or Non-Participating Providers.
- <sup>14</sup> This Copayment is in addition to the office visit Copayment.
- <sup>15</sup> Services by Non-Participating Home Health Care/Home Infusion Agencies are not covered unless prior authorized by the Claims Administrator. When authorized by the Claims Administrator, these Non-Participating Agencies will be reimbursed at a rate determined by the Claims Administrator and the agency and your Copayment will be the Participating Agency Copayment.
- <sup>16</sup> Services by Non-Participating Hospice Agencies are not covered unless prior authorized by the Claims Administrator. When authorized by the Claims Administrator, these Non-Participating Agencies will be reimbursed at a rate determined by the Claims Administrator and the agency and your Copayment will be the Participating Agency Copayment.
- <sup>17</sup> For Emergency Services by Non-Preferred Providers, your Copayment will be the Preferred Provider Copayment.
- <sup>18</sup> Skilled nursing Services are limited to 100 days during any Calendar Year except when received through a Hospice Program provided by a Participating Hospice Agency. This 100-day maximum for skilled nursing Services is a combined maximum between Hospital and Skilled Nursing Facilities.
- <sup>19</sup> No benefits are provided for Substance Abuse Conditions, unless substance abuse coverage is selected as an optional Benefit by your Employer. 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.

- <sup>20</sup> For Services by Non-Preferred Providers you are responsible for all charges above the Allowable Amount.
- <sup>21</sup> All Inpatient Mental Health Services must be prior authorized by the Claims Administrator.
- <sup>22</sup> For Emergency Services by Non-Participating Hospitals your Copayment will be the Participating Hospital Copayment based on Allowable Amount.
- <sup>23</sup> This Copayment includes both Outpatient facility and Professional (Physician) Services.
- <sup>24</sup> Your Copayment will be assessed per provider per date of service.
- <sup>25</sup> If Preventive Care Services are provided in a Preferred or Participating facility or in an Ambulatory Surgery Center, you may be responsible for an additional and separate Copayment. See the Ambulatory Surgery Center Benefits and Hospital Benefits (Facility Services) sections in the Summary of Benefits for information on Copayments.
- <sup>26</sup> No Benefits are provided for Preventive Health Benefits by Non-Preferred or Non-Participating Providers.
- <sup>27</sup> For Services by certified occupational therapists and certified respiratory therapists, which are Other Providers, you are responsible for all charges above the Allowable Amount.
- <sup>28</sup> For Services by free-standing skilled nursing facilities (nursing homes), which are Other Providers, you are responsible for all charges above the Allowable Amount.
- <sup>29</sup> For Services by licensed speech therapists, which are Other Providers, you are responsible for all charges above the Allowable Amount.
- <sup>30</sup> Special Transplant Benefits are limited to the procedures listed in the Covered Services section. See the Special Transplant Benefits 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 ASO 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.

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## 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.

Providers do not receive financial incentives or bonuses from the Claims Administrator.

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

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## **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.

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## **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.

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## **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**

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 the Participant, spouse or Domestic Partner has the right to control the child's health care. Enrollment requests for children who have been placed for adoption must be accompanied by evidence of the Participant's, spouse's or Domestic Partner's right to control the child's health care. 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:

1. to continue coverage of a newborn or child placed for adoption;
2. to add a spouse after marriage, or add a Domestic Partner after establishing a domestic partnership;
3. to add yourself and spouse following the birth of a newborn or placement of a child for adoption;
4. to add yourself and spouse after marriage;
5. to add yourself and your newborn or child placed for adoption, following birth or placement for adoption.

Coverage is never automatic; an application is always required.

If both partners in a marriage or domestic partnership are both eligible to be Participants, children may be eligible and may be enrolled as a Dependent of either parent, but not both.

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 upon the Employee 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 Plan. 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.

The Employer must meet specified Employer eligibility, participation and contribution requirements to be eligible for this group Plan. See your Employer for further information.

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.

## 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 day of the first month following receipt of your request for enrollment;
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 the Participant, spouse or Domestic Partner has the right to control the child's health care, following submission of evidence of such control (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, a written application must be submitted to and received by the Claims Administrator within 31 days. A Dependent spouse becomes eligible on the date of marriage. A Domestic Partner becomes eligible on 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.

## **MEDICAL CARE BENEFITS**

The individual's coverage will be effective as described in this booklet:

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### **ANNUAL OPEN ENROLLMENT**

An annual Open Enrollment Period will be available for any Member or Dependent who failed to enroll:

- during the first period in which he or she was eligible to enroll, or during any subsequent Special Enrollment Period; or
- during any previous annual Open Enrollment Period; or
- within 31 days after the termination date, if the individual was previously covered under the Plan but elected to terminate the coverage.

To qualify for enrollment during the annual Open Enrollment Period, the Member or Dependent:

- must meet the eligibility requirements described in the Plan, including satisfaction of any applicable waiting period; and
- may not be covered under an alternate medical expense coverage offered by the Employer, unless the annual Open Enrollment Period happens to coincide with a separate Open Enrollment Period established for coverage election.

The effective date for any qualified individual requesting coverage during the annual Open Enrollment Period will be

the day immediately following the completion of the annual Open Enrollment Period.

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### **SPECIAL ENROLLMENT EVENT**

If you or your Dependent request enrollment after the first period in which you or your Dependent were eligible to enroll but during a Special Enrollment Event due to a family status change (newborn, child placed for adoption, child acquired by legal guardianship, new spouse or Domestic Partner, newly hired or newly transferred Employees), you or your Dependent will be a special enrollee and will not be considered a late enrollee.

If the Employer offers different Benefit options, a Benefit option transfer may also be made on any contribution due date if your request is due to a special enrollment event and you complete the appropriate enrollment form within the time specified for a special enrollment event due to a family status change (newborn, child placed for adoption, child acquired by legal guardianship, new spouse or Domestic Partner, newly hired or newly transferred Employees).

If a request for contributory coverage is made more than 31 days after the date an individual is eligible but during a special enrollment event due to a family status change, coverage for such individual will become effective as described within in this section.

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### **EFFECTIVE DATE FOR LATE ENROLLEES**

If a late enrollee requests coverage other than during an annual Open Enrollment Period or Special Enrollment Period, the effective date of coverage for the late enrollee will be the next plan anniversary date, provided on such date:

- the Member continues to meet the Plan's definition of Member; and
- for Dependent coverage, the Dependents continue to meet the Plan's definition of Dependent.

### **RENEWAL OF PLAN**

The Claims Administrator will offer to renew the Plan 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 moves out of the service area;
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.

## **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 Improvement 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.

## **NURSEHELP 24/7**

The NurseHelp 24/7 program provides Members with no charge, confidential, unlimited telephone support for information and consultations. Members may obtain this service by calling a 24-hour, toll-free telephone number. There is no charge for this service.

Members may call a registered nurse toll free via 1-877-304-0504, 24 hours a day, to receive confidential

advice and information about minor illnesses and injuries, chronic conditions, fitness, nutrition and other health related topics.

## **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; PKU related formulas and Special Food Products; admission into an approved Hospice Program; and certain radiology procedures. Preadmission 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.

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## PRIOR AUTHORIZATION

For services 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 1-800-343-1691 for prior authorization for the services listed in this section except for the Outpatient radiological procedures described in item 11. below. For prior authorization for these radiological procedures, you or your Physician must call 1-888-642-2583.

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 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 CPAP (Continuous Positive Air Pressure) machines.
7. Surgery Services which may be considered to be Cosmetic in nature rather than Reconstructive (e.g., eyelid surgery, rhinoplasty, abdominoplasty, or breast reduction) and those Reconstructive Surgeries which may result in only minimal improvement in function or appearance. Reconstructive Surgery is limited to Medically Necessary surgeries and procedures as described in Ambulatory Surgery Center Benefits, Hospital Benefits (Facility Services), and Professional (Physician) Benefits in the Covered Services section.
8. Arthroscopic surgery of the temporomandibular joint (TMJ) Services.
9. Dialysis Services as specified under the Dialysis Center Benefits and Hospital Benefits (Facility Services) in the Covered Services section.

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,  
cosmetic surgery Services,

arthroscopic surgery of the TMJ services, and

dialysis Services

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

10. PKU Related Formulas and Special Food Products Benefits.

11. 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.

12. Special Transplant Benefits as specified under Special Transplant Benefits in the Covered Services section).
13. All bariatric surgery.
14. Outpatient Speech Therapy Services as specified under Speech Therapy Benefits in the Covered Services section.
15. Hospital and Skilled Nursing Facility admissions (see the subsequent Hospital and Skilled Nursing Facility Admissions section for more information).

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

PKU Related Formulas and Special Food Products Benefits,

Outpatient radiological procedures as specified above,

Special Transplant Benefits,

all bariatric surgery,

Outpatient Speech Therapy Services, and

Hospital and Skilled Nursing Facility admissions.

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 1-800-343-1691.

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## 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.

Whenever a Hospital or Skilled Nursing Facility admission is recommended by your Physician, you or your Physician must contact the Claims Administrator at 1-800-343-1691 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 if the Claims Administrator determines 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.

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## 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.

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## 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.

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## **DISCHARGE PLANNING**

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

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## **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 if the Claims Administrator determines that the admission is not a covered Service.

- \*\$250 per Hospital or Skilled Nursing Facility admission.

- \*\$250 per Hospital admission for the diagnosis or treatment of Substance Abuse Conditions if substance abuse coverage is selected as an optional Benefit by your Employer. 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.

Only one \$250 additional payment will apply to each Hospital admission for failure to follow the Benefits Management Program notification requirements or recommendations.

2. Failure to obtain prior authorization or to follow the recommendations of the Claims Administrator for covered, Medically Necessary enteral formulas and Special Food Products for the treatment of phenylketonuria (PKU) 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.
3. 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**

For Zero Deductible Plans, there is no Calendar Year Deductible for covered Services received from Preferred Providers, and the following Deductible and Services Not Subject to the Deductible sections only apply to Covered Services received from Non-Preferred Providers.

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## **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. The 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. The Calendar Year Deductible does not count toward the maximum Calendar Year Copayment responsibility.

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## 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.

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## PRIOR CARRIER DEDUCTIBLE CREDIT

If you satisfied all or part of a medical Deductible under a health plan sponsored by your Employer or under an Individual and Family Health Plan (IFP) issued by the Claims Administrator during the same Calendar Year this Plan becomes effective, that amount will be applied to the medical Deductible required under this Plan.

Note: This Prior Carrier Deductible Credit provision applies only to new Employees who are enrolling on the original effective date of this Plan, if this health Plan allows credit of the medical Deductible from the Employer's previous health plan.

## MAXIMUM AGGREGATE PAYMENT AMOUNT

The maximum aggregate of benefits payable is shown on the Summary of Benefits. The maximum aggregate payment amount is determined by totaling all covered Benefits provided to you whether you are a Participant or a Dependent while covered under this Plan, or while covered under any prior or subsequent health plan with the Claims Administrator or any of its affiliated companies which health plan is sponsored by the Employer for the same group health plan. Benefits in excess of this amount are not covered under this Plan.

## 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 Program: The BlueCard® Program

Benefits will be provided, according to paragraphs (1.), (2.) and (3.) below, for covered Services received outside of California within the United States. 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.

1. Covered Services received from a provider who has contracted with the local Blue Cross and/or Blue Shield plan are paid at the Preferred level. Participants are responsible for the remaining copayment.
2. Non-emergency covered Services received from providers who have not contracted with the local Blue Cross and/or Blue Shield plan are paid at the Non-Preferred level of the local Blue Cross and/or Blue Shield plan's Allowable Amount. Participants are responsible for the remaining copayment as well as any charges in excess of the local Blue Cross and/or Blue Shield plan's Allowable Amount.
3. Emergency Services received from providers who have not contracted with the local Blue Cross and/or Blue Shield plan are paid at the Preferred level of billed charges, except that services of Physicians and Hospitals are paid based on the Allowable Amount. Participants are responsible for the remaining copayment.

If you do not see a Participating Provider through the Blue-Card 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*® 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 1-800-343-1691.

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 Services received outside of the United States through the BlueCard Worldwide<sup>®</sup> Network. If you need urgent care while out of the country, call either the toll-free BlueCard Program Access number at 1-800-810-2583 or call collect at 1-804-673-1177, 24 hours a day, seven days a week. In an emergency, go directly to the nearest hospital. If your coverage requires precertification or prior authorization, you should call the Claims Administrator at 1-800-343-1691. For inpatient hospital care at participating hospitals, show your I.D. card to the hospital staff upon arrival. You are responsible for the usual out-of-pocket expenses (non-covered charges, Deductibles, and copayments).

When you receive services from a physician, you will have to pay the doctor and then submit a claim. Also for inpatient hospitalization, if you do not use the BlueCard Program Worldwide Network, you will have to pay the entire bill for your medical care and submit a claim form (with a copy of the bill) to the Claims Administrator.

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

Calculation of your Deductibles, copayments and maximum copayment responsibilities under the BlueCard Program:

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

1. The Allowable Amount for your covered services, or
2. The negotiated price that the local Blue Cross and/or Blue Shield plan passes on to us.

Often, this "negotiated price" will consist of a simple discount which reflects the actual price paid by the local Blue Cross and/or Blue Shield plan. But sometimes it is an estimated price that factors into the actual price expected settlements, withholds, any other contingent payment arrangements and non-claims transactions with your health

care provider or with a specified group of providers. The negotiated price may also be billed charges reduced to reflect an average expected savings with your health care provider or with a specified group of providers. The price that reflects average savings may result in greater variation (more or less) from the actual price paid than will the estimated price. The negotiated price will also be adjusted in the future to correct for over- or underestimation of past prices. However, the amount you pay is considered a final price.

Statutes in a small number of states may require the local Blue Cross and/or Blue Shield plan to use a basis for calculating Participant liability for covered Services that does not reflect the entire savings realized, or expected to be realized, on a particular claim or to add a surcharge. Should any state statutes mandate Participant liability calculation methods that differ from the usual BlueCard Program method noted above or require a surcharge, the Claims Administrator would then calculate your liability for any covered health care services in accordance with the applicable state statute in effect at the time you received your care.

For any other providers, the amount you pay, if not subject to a flat dollar copayment, is calculated on the provider's Allowable Amount for your covered services.

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

1. The per Member and per Family maximum Copayment responsibility each Calendar Year for covered Services rendered by Preferred Providers and Other Providers is shown on the Summary of Benefits.
2. 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.

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.

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### **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.

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### **ALLERGY TESTING AND TREATMENT BENEFITS**

Benefits are provided for allergy testing and treatment.

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### **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.

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### **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 31 days of birth unrelated to illness or injury. Routine circumcisions after this time period are covered for sick babies when authorized by the Claims Administrator.

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 and associated covered Services are only covered when determined by the Claims Administrator to be Medically Necessary and only to correct or repair abnormal structures of the body and which result in more than a minimal improvement in function or appearance. In accordance with the Women's Health & Cancer Rights Act, Reconstructive Surgery on either breast provided to restore and achieve symmetry incident to a mastectomy including treatment of physical complications of a mastectomy and lymphedemas is covered. For coverage of prosthetic devices incident to a mastectomy, see Reconstructive Surgery under Professional (Physician) Benefits. Any such Services must be received while the plan is in force with respect to the Member. 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 determined by the Claims Administrator to be Medically Necessary to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, and which will result in more than minimal improvement in function or appearance:

- 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 when breast reconstruction is performed subsequent to a Medically Necessary mastectomy, including surgery on either breast to achieve or restore symmetry.

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## **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 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.

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 sur-

gery 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.

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## **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 lab 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 lab and 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.

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## **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.

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## **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:

1. blood glucose monitors, including those designed to assist the visually impaired;
2. Insulin pumps and all related necessary supplies;
3. podiatric devices to prevent or treat diabetes-related complications, including extra-depth orthopedic shoes;
4. 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 supplement 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.

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## **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.

Note: Prior authorization by the Claims Administrator is required for all dialysis Services. See the Benefits Management Program section for details.

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## **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, 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.)

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.

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## **EMERGENCY ROOM BENEFITS**

Benefits are provided for Medically Necessary Services provided in the Emergency Room of a Hospital.

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.

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## **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 sterilizations/abortions and intrauterine devices (IUDs), including insertion and/or removal.

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 fittings;
2. Intrauterine devices (IUDs), including insertion and/or removal;
3. Injectable contraceptives when administered by a Physician;
4. Voluntary sterilization (tubal ligation and vasectomy) and elective abortions. No benefits are provided for contraceptives, except as may be provided under the Outpatient Prescription Drug Benefit if your Employer provides Benefits for Outpatient prescription drugs.

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## **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.

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.

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

Benefits are provided for home infusion and IV injectable therapy, including 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 and certain Home Self-Administered Injectables covered under the Outpatient Prescription Drug Benefit Supplement 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: 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.

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## **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.

**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.

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## **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 and associated covered Services when determined by the Claims Administrator to be Medically Necessary and only to correct or repair abnormal structures of the body and which result in more than a minimal improvement in function or appearance. In accordance with the Women’s Health & Cancer Rights Act, Reconstructive Surgery on either breast provided to restore and achieve symmetry incident to a mastectomy including treatment of physical complications of a mastectomy and lymphedemas is covered. For coverage of prosthetic devices incident to a mastectomy, see Reconstructive Surgery under Professional (Physician) Benefits. Any such Services must be received while the plan is in force with respect to the Member. 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 determined by the Claims Administrator to be Medically Necessary to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, and which will result in more than minimal improvement in function or appearance:

- 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 when breast reconstruction is performed subsequent to a Medically Necessary

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 and associated covered Services when determined by the Claims Administrator to be Medically Necessary and only to correct or repair abnormal structures of the body and which result in more than a minimal improvement in function or appearance. In accordance with the Women's Health & Cancer Rights Act, Reconstructive Surgery on either breast provided to restore and achieve symmetry inci-

dent to a mastectomy including treatment of physical complications of a mastectomy and lymphedemas is covered. For coverage of prosthetic devices incident to a mastectomy, see Reconstructive Surgery under Professional (Physician) Benefits. Any such Services must be received while the plan is in force with respect to the Member. 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 determined by the Claims Administrator to be Medically Necessary to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, and which will result in more than minimal improvement in function or appearance:

- 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 when breast reconstruction is performed subsequent to a Medically Necessary 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 31 days of birth unrelated to illness or injury. Routine circumcisions after this time period are covered for sick babies when authorized by the Claims Administrator.

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

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## **MEDICAL TREATMENT OF 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.

No benefits are provided for:

1. services performed on the teeth, gums (other than tumors) 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, 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.

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## **MENTAL HEALTH BENEFITS**

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 emergency 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.

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 insert 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.

2. Outpatient Facility and office care

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

No benefits are provided for:

1. telephone psychiatric consultations;
2. testing for intelligence or learning disabilities.

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

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## **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 prob-

lems 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.

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### **OUTPATIENT PRESCRIPTION DRUG BENEFITS**

Benefits are provided for Outpatient prescription drugs through a separate entity than the Claims Administrator. Members are instructed to contact their Employer for information on the Outpatient prescription drug Benefits.

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### **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 Procedures Benefits (Requiring Prior Authorization) and the Benefits Management Program section for radiological procedures which require prior authorization by the Claims Administrator.

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### **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 prior authorized by

the Claims Administrator and must be prescribed and/or ordered by the appropriate health care professional.

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### **PODIATRIC SERVICES**

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 or Out-of-Hospital X-ray, Pathology and Laboratory Benefits section.

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### **PREGNANCY AND MATERNITY CARE BENEFITS**

Benefits are provided for pregnancy and complications of pregnancy, including prenatal diagnosis of genetic disorders of the fetus by means of diagnostic procedures in cases of high-risk pregnancy, and post-delivery care. (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 31 days of birth unrelated to illness or injury. Routine circumcisions after this time period are covered for sick babies when authorized by the Claims Administrator.

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.

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### **PREVENTIVE HEALTH BENEFITS**

Preventive Health Services are those primary preventive medical Services provided by a Physician for the early detection of disease when no symptoms are present and for those items specifically listed below.

For Preventive Health Services, for Plans with a Calendar Year Deductible for Services by Preferred Providers, the

Calendar Year Deductible only applies to Well Baby Care routine laboratory Services.

Note: No benefits are provided for Preventive Health Services from Non-Preferred Providers.

Benefits are provided for the following Preventive Health Services without illness or injury being present.

#### 1. Annual Health Appraisal Exam

For Participants and Dependents age 3 and over, Benefits are provided for one Annual Health Appraisal Exam in a Calendar Year.

Annual Health Appraisal Exams consist of the Office Visit and the Services listed below.

##### a. annual physical examination including:

- 1) pediatric and adult immunizations and the immunizing agent as recommended by the American Academy of Pediatrics and the United States Public Health Service through its U. S. Preventive Services Task Force and/or the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control (CDC), except for immunizations and vaccinations by any mode of administration (oral, injection or otherwise) solely for the purpose of travel.
- 2) vision/hearing screening to determine the need for eye refractions or audiograms.\*

\*when provided to a Dependent child through 18 years of age.

##### b. routine laboratory Services based on the Claims Administrator's Preventive Health Guidelines. These guidelines are derived from the most recent version with all updates of the *Guide to Preventive Services* of the U.S. Preventive Services Task Force as convened by the U.S. Public Health Service. Except for routine Papanicolaou tests or other FDA (Food and Drug Administration) approved cervical cancer screening tests which are covered as indicated in item c. below, routine laboratory Services include but are not limited to:

- 1) tuberculin test,
- 2) screening for blood lead levels in children at risk for lead poisoning, as determined and prescribed by a Doctor of Medicine,
- 3) venereal disease tests as recommended in the Claims Administrator's Preventive Health Guidelines,
- 4) fecal occult blood test (FOBT) for Participants and Dependents age 50 and older.

##### c. One annual Mammography and Papanicolaou test (Pap test) or other FDA (Food and Drug Administration)

approved cervical cancer and human papillomavirus virus (HPV) screening tests.

#### 2. Well Baby Care Benefits

Benefits are provided for Services of a Physician for a Dependent child less than 3 years of age. Well Baby Care Benefits consist of the Services listed below.

##### a. office visits including:

- 1) vision/hearing screening,
- 2) immunizations and the immunizing agent, as recommended by the American Academy of Pediatrics and the United States Public Health Service through its U. S. Preventive Services Task Force and/or the Advisory Committee on Immunization Practices (ACIP) of the Centers for Disease Control (CDC).

##### b. routine laboratory Services in connection with the Well Baby Care Services including:

- 1) tuberculin tests,
- 2) screening for blood lead levels in Dependent children at risk for lead poisoning, as determined and prescribed by a Doctor of Medicine.

#### 3. Colorectal Cancer Screening

For Participants and Dependents age 50 and older, Benefits are provided based on the Claims Administrator's Preventive Health Guidelines. These guidelines regarding examinations and tests are derived from the most recent version with all updates of the *Guide to Preventive Services* of the U.S. Preventive Services Task Force as convened by the U.S. Public Health Service and those of the American Cancer Society, including frequency and patient age recommendations.

#### 4. Osteoporosis Screening

Benefits are provided for osteoporosis screening for Participants and Dependents age 65 and older or 60 and older if at increased risk:

Note: See the Outpatient X-ray, Pathology and Laboratory Benefits section for information on coverage of genetic testing and diagnostic procedures.

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### **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 and associated covered Services when determined by the Claims Administrator to be Medically Necessary and only to correct or repair abnormal structures of the body and which result in more than a minimal improvement in function or appearance. In accordance with the Women's Health & Cancer Rights Act, Reconstructive Surgery on either breast and surgically implanted and other prosthetic devices (including prosthetic bras) provided to restore and achieve symmetry incident to a mastectomy, and treatment of physical complications of a mastectomy, including lymphedemas, are covered. Any such Services must be received while the plan is in force with respect to the Member. 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 determined by the Claims Administrator to be Medically Necessary to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, and which will result in more than minimal improvement in function or appearance:

- 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 when breast reconstruction is performed subsequent to a Medically Necessary 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 31 days of birth unrelated to illness or injury. Routine circumcisions after this time period are covered for sick babies when authorized by the Claims Administrator.

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## 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 intraocular 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.

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### **RADIOLOGICAL PROCEDURES BENEFITS (REQUIRING PRIOR AUTHORIZATION)**

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.

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

Benefits are provided for Outpatient Physical, Occupational, and/or Respiratory Therapy pursuant to a written treatment plan for as long as continued treatment is Medically Necessary 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.

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.

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

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### **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.

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### **SPEECH THERAPY BENEFITS**

Initial 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. Before initial services are provided, you or your provider should determine if the proposed treatment will be covered by following the Claims Administrator's prior authorization procedures. (See the section on the Benefits Management Program.)

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.

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## **TRANSPLANT BENEFITS**

### **Organ Transplants**

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" and will be charged against the maximum aggregate payment amount.

### **Special Transplant**

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. Benefits will be charged against the maximum aggregate payment amount.

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

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### **GENERAL EXCLUSIONS**

Unless exceptions to the following exclusions are specifically made elsewhere in this booklet, no benefits are provided for 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 (Physical, 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 provided under Prosthetic Appliances Benefits;
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;
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;
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;
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 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 in situations: 1) where there is another more appropriate surgical procedure that is approved by the Claims Administrator Physician consultant, or 2) when the surgery or procedure offers only a minimal improvement in function or in the appearance of the enrollees, e.g., spider veins, or 3) as limited under Ambulatory Surgery Center Benefits, Hospital Benefits (Facility Services), and Professional (Physician) Benefits;
  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 contraceptives, except as specifically included in Family Planning Benefits; oral contraceptives and diaphragms are excluded; no benefits are provided for contraceptive implants;
37. for genetic testing except as described under Outpatient X-ray, Pathology and Laboratory Benefits and Pregnancy and Maternity Care Benefits;
38. for non-prescription (over-the-counter) medical equipment or supplies 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;
39. incident to bariatric surgery Services, except as specifically provided under Bariatric Surgery Benefits for Residents of Designated Counties in California;
40. 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;

41. for Outpatient prescription drugs;
42. for services provided by an individual or entity that is not licensed or certified by the state to provide health care services, or is not operating within the scope of such license or certification, except as specifically stated herein;
43. not specifically listed as a Benefit.

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#### **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.

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#### **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.
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.
  - 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 will equal, but not exceed, what the Claims Administrator would have paid if you were not eligible to receive benefits from Medicare (based on the lower of the Claims Administrator's Allowable Amount or 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 Veteran's 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.

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**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.

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**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.

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**REDUCTIONS**

Third Party Liability - If a Member is injured through the act or omission of another person (a "third party"), the Claims Administrator shall, with respect to Services required as a result of that injury, provide the Benefits of the Plan and the Plan Administrator have an equitable right to restitution or other available remedy to recover the

reasonable costs of the Services provided to the Member paid on a fee-for-service basis.

The Member is required to:

1. Notify the Plan Administrator in writing of any actual or potential claim or legal action which such Member anticipates bringing or has brought against the third party arising from the alleged acts or omissions causing the injury or illness, not later than 30 days after submitting or filing a claim or legal action against the third party; and
2. Agree to fully cooperate with the Plan Administrator to execute any forms or documents needed to assist them in exercising their equitable right to restitution or other available remedies; and
3. Provide the Plan Administrator with a lien, in the amount of reasonable costs of benefits provided, calculated in accordance with California Civil Code section 3040. The lien may be filed with the third party, the third party's agent or attorney, or the court, unless otherwise prohibited by law.

A Member's failure to comply with 1. through 3. above shall not in any way act as a waiver, release, or relinquishment of the rights of the Plan Administrator.

Further, if the Member receives Services from a Participating Hospital for such injuries, 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 Plan Hospital's right to collect shall be in accordance with California Civil Code Section 3045.1.

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## **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 12:01 a.m. Pacific Time on the earliest of these dates: (1) the date the Plan is discontinued, (2) the first day of the month follow-

ing 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) fifteen (15) days following the date of mailing of the notice to the Employer that fees are not paid; or (4) on the first day of the month following 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 Conversion 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 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;
3. Obtaining or attempting to obtain Services under the group by means of false, materially misleading, or fraudulent information, acts or omissions;
4. Abusive or disruptive behavior which: (1) threatens the life or well-being of the Claims Administrator personnel and providers of Services, or, (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 Service to furnish Services to the Member or to other patients.

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 32<sup>nd</sup> day at 12:01 a.m. Pacific Time.

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## **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) 12:01 a.m. on the day following a period of twelve 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.

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## 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.

The plan which covers the Member as a Dependent 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 that Member as a Dependent 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 step-parent 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.

## **GROUP CONTINUATION COVERAGE AND INDIVIDUAL CONVERSION 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 either 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 COBRA. 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):

\*Note: Domestic Partners and Dependent children of Domestic Partners cannot elect COBRA on their own, and are only eligible for COBRA if the Participant elects to enroll.

  - 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.

Note: Domestic Partners and Dependent children of Domestic Partners cannot elect COBRA on their own, and are only eligible for COBRA if the Participant elects to enroll.

### **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 no longer resides in the Claims Administrator's service area;
6. 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.

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## **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 or COBRA coverage is terminated or expires while covered under this group Plan.

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## **INDIVIDUAL CONVERSION PLAN**

### **Continued Protection**

Regardless of age, physical condition, or employment status, you may continue the Claims Administrator protection when you retire, leave the job, or become ineligible for group coverage. If you have held group coverage for three or more consecutive months, you and your enrolled Dependents may apply to transfer to an individual conversion plan then being issued by the Claims Administrator.

Your Employer is solely responsible for notifying you of the availability, terms, and conditions of the individual conversion plan within 15 days of termination of the Plan.

An application and first Dues payment for the individual conversion plan must be received by the Claims Administrator within 63 days of the date of termination of your group coverage. However, if the group plan is replaced by your Employer with similar coverage under another contract within 15 days, transfer to the individual conversion health plan will not be permitted. You will not be permitted to

transfer to the individual conversion plan under any of the following circumstances:

1. You failed to pay amounts due the Plan;
2. You were terminated by the Plan for good cause or for fraud or misrepresentation;
3. You knowingly furnished incorrect information or otherwise improperly obtained the Benefits of the Plan;
4. You are covered or eligible for Medicare;
5. You are covered or eligible for Hospital, medical or surgical benefits under state or federal law or under any arrangement of coverage for individuals in a group, whether insured or self-insured; and,
6. You are covered for similar benefits under an individual policy or contract.

Benefits or rates of an individual conversion health plan are different from those in your group Plan.

A conversion plan is also available to:

1. Dependents, if the Participant dies;
2. Dependents who marry or exceed the maximum age for Dependent coverage under the group Plan;
3. Dependents, if the Participant enters military service;
4. Spouse or Domestic Partner of a Participant if their marriage or domestic partnership has been terminated;
5. Dependents, when continuation of coverage under COBRA expires, or is terminated.

When a Dependent reaches the limiting age for coverage as a Dependent, or if a Dependent becomes ineligible for any of the other reasons given above, it is your responsibility to inform the Claims Administrator. Upon receiving notification, the Claims Administrator will offer such Dependent an individual conversion plan for purposes of continuous coverage.

### **Guaranteed Issue Individual Coverage**

Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 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 the other 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 the Claims Administrator 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.

If you elect Conversion Coverage, or other the Claims Administrator individual plans, you will waive your right to this guaranteed issue coverage. For more information, contact the Claims Administrator Customer Service representative at the telephone number noted on your ID Card.

## **GENERAL PROVISIONS**

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### **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.

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### **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.

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## **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.

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## **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)

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## **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.

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## **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.

## **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 ex-

periencing 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

### Request for Initial Appeal

If a claim has been denied in whole or in part by the Claims Administrator, the Participant may request the Customer Service Department of the Claims Administrator to give further consideration to the claim, by telephone or written request including any additional information that would affect the processing of the claim. The Claims Administrator will acknowledge receipt of a written grievance within 5 calendar days.

The Claims Administrator reserves the right to refer appropriate matters to a Peer Review committee of the appropriate local medical or dental society or of the California Medical or Dental Association which is appropriate for such review.

The grievance system allows Participants to file grievances for at least 180 days following any incident or action that is the subject of the enrollee's dissatisfaction. Appeals are resolved in writing, within 30 days of the date of receipt.

### Final Appeal

If the Participant is dissatisfied with the administrative review determination by the Claims Administrator, the determination may be appealed in writing to the Claims Administrator within 60 days after notice of the administrative review determination. Such written request shall contain any additional information which the Participant wishes the Claims Administrator to consider. The Claims Administrator shall notify the Participant in writing of the results of its review and the specific basis therefore. In the event the Claims Administrator finds all or part of the appeal to be valid, the Claims Administrator, on behalf of the Employer, shall reimburse the Participant for those expenses which the Claim Administrator allowed as a result of its review of the appeal. The Claims Administrator's determination shall be final and binding on all parties. With respect to any other determination made by the Plan or the Claims Administrator pursuant to the Plan Agreement, the Plan's determination shall be final and binding on all parties.

## 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 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.

**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.)

**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 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.

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## 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 provider anywhere within or outside of the United States who provides Emergency Services:
  - a. Physicians and Hospitals – the Reasonable and Customary Charge;
  - b. All other providers – the provider's billed charge for covered Services, unless the provider and the local Blue Cross and/or Blue Shield have agreed upon some other amount; or
3. For a non-participating provider in California, including an Other Provider, who provides Services on other than an emergency basis, the amount the Claims Administrator would have allowed for a Participating Provider performing the same service in the same geographical area; or
4. 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
5. For a non-participating provider (i.e., that does not contract with a local Blue Cross and/or Blue Shield plan) anywhere, other than in California, within or outside of the United States, who provides Services on other than an emergency basis, the amount that the local Blue Cross and/or Blue Shield would have allowed for a Non-Participating Provider performing the same services.

**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:
  - a. not covered for Benefits as a Participant; and
  - b. not legally separated from the Participant;or,
2. a Participant's Domestic Partner who is not covered for Benefits as a Participant; or,
3. a Participant's, spouse's, or Domestic Partner's unmarried child or child who is not one of the partners in a domestic partnership (including 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 not covered for Benefits as a Participant and who is:

- a. primarily dependent upon the Participant, spouse, or Domestic Partner for support and maintenance; or
- b. dependent upon the Participant, spouse, or Domestic Partner for medical support pursuant to a court order; and is
- c. less than 25 years of age;

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.

4. If coverage for a Dependent child would be terminated because of the attainment of age 25, and the Dependent child is disabled, Benefits for such Dependent will be continued upon the following conditions:
  - a. the child must be chiefly dependent upon the Participant, spouse, or Domestic Partner for support and maintenance;
  - b. the Participant, spouse, or Domestic Partner submits to the Claims Administrator a Physician's written certification of disability within 60 days from the date of the Employer's or the Claims Administrator's request; and
  - c. thereafter, certification of continuing disability and dependency from a Physician is submitted to the Claims Administrator on the following schedule:
    - (1) within 24 months after the month when the Dependent would otherwise have been terminated; and
    - (2) annually thereafter on the same month when certification was made in accordance with item (1) above. In no event will coverage be continued beyond the date when the Dependent child becomes ineligible for coverage under this Plan for any reason other than attained age.

**Domestic Partner** — an individual who is personally related to the Member by a domestic partnership that meets the following requirements:

1. Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring;
2. Both persons have filed a Declaration of Domestic Partnership with the California Secretary of State. California state registration is limited to same sex domestic partners and only those opposite sex partners where one partner is at least 62 and eligible for Social Security based on age.

The domestic partnership is deemed created on the date the Declaration of Domestic Partnership is filed with the California Secretary of State.

**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, by meeting the Plan's eligibility requirements for Employees is allowed to choose membership under this Plan for himself or herself and his or her eligible Dependents.

**Employer** — a public agency 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. The Employer is responsible for funding the payment of claims for benefits under the Plan.

**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** — either (1) the presence of a demonstrated bodily malfunction recognized by a licensed Doctor of Medicine as a cause of Infertility, or (2) because of a demonstrated bodily malfunction, the inability to conceive a pregnancy or to carry a pregnancy to a live birth after a year or more of regular sexual relations without contraception, or (3) because of the inability to conceive a pregnancy after six cycles of artificial insemination supervised by a Physician. These initial six cycles are not a benefit of this Plan.

**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.

**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.

**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.

**Participating Employer** — is a California county government. Specific qualifications of a Participating Employer are stipulated in the participating agreement.

**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 Sponsor** — is the designated party that sets up a healthcare plan for the benefit of the Employer's Employees. The responsibilities of the Plan Sponsor including determining membership parameters, investment choices and provided contribution payments..

**Program Administrator** — is CSAC Excess Insurance Authority.

**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 includ-

ing, 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.

**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.

**Rehabilitation** — Inpatient or Outpatient care furnished primarily to restore an individual's ability to function as normally as possible after a disabling illness or injury. 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. Rehabilitation Services will be provided for as long as continued treatment is Medically Necessary pursuant to the treatment plan.

**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.

**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** — include 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 primarily 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 in this Supplement.		
	Participating Provider	Non-Participating Provider
Hospital Facility Services		
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
Professional (Physician) Services		
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 visits Copayment

<sup>1</sup> The Copayments below are subject to the Deductible, Member Maximum Calendar Year Copayment Responsibility and other applicable provisions of your Plan.

<sup>2</sup> 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.

In addition to the Benefits listed described in your ASO Benefit Booklet, your Plan provides coverage for Substance Abuse Condition Services as described in this Supplement. 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 Supplemental 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.

It is your responsibility to ensure that the Provider you select for Substance Abuse Condition Services is a Participating Provider. Participating Providers are indicated in the Claims Administrator Provider Directory. For questions about these Substance Abuse Condition Benefits, or for assistance in selecting a Participating Provider, Members should call customer service at the number listed in the back of this booklet.

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

Inpatient Hospital and Professional Services; and,

Outpatient Partial Hospitalization.

Prior to obtaining the Substance Abuse Condition Services listed above, you or your Physician must call Claims Administrator 1-800-343-1691 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, an additional Member payment of \$250 for each Hospital admission;

for Outpatient Partial Hospitalization, an additional Member payment of \$250 for each Hospital admission non-payment of services by the Claims Administrator or may result in non-payment if the Claims Administrator determines that the service is not a covered Service.

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

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

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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 Department 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: 1-800-343-1691

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.



