

Group Contract

HOFFMAN RESTAURANT GROUP LLC DBA CHICK FIL A AT 01/01/2023 Gold Full PPO 1000/35 Offex







December 12, 2022

GROUP NAME: HOFFMAN RESTAURANT GROUP LLC DBA CHICK FIL A AT

GROUP NUMBER: W0103215-M0030250

Thank you for continuing your Blue Shield of California coverage.

The enclosed Contract replaces any that have previously been issued. In order to complete the enrollment process, it is necessary for you to sign and return the original application page to us as soon as possible.

Please sign the first application page and return it by fax to (209) 367-6433 or by email at Small.Group@blueshieldca.com. The accompanying Contract is for your records.

We appreciate your trust and look forward to a continuing relationship.

Contract Processing Lodi Product Services P.O. Box 3008 Lodi, CA 95241

APPLICATION IS HEREBY MADE TO

Blue Shield of California

(California Physicians' Service)
FOR A GROUP HEALTH SERVICE CONTRACT

BY: HOFFMAN RESTAURANT GROUP LLC DBA CHICK FIL A AT 3475 MARRON RD OCEANSIDE, CA 92056

This Contract, number W0103215-M0030250, shall be effective January 1, 2023. It has been read and approved, and the terms and conditions are accepted by the Contractholder.

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

The Contractholder shall sign, date, and return this original application page to Blue Shield of California by fax to (209) 367-6433. The Contract shall be retained by the Contractholder. Payment of Premiums and acceptance of Blue Shield's performance hereunder by the Contractholder shall be deemed to constitute the Contractholder's acceptance of the terms hereof, whether or not this agreement is signed by the Contractholder.

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

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

Dated at		(City, State)
this	day of	20
	(Legal Name of Contractholder)	
Ву		
Title		

PLEASE SIGN, DATE AND FAX THE ORIGINAL APPLICATION PAGE TO BLUE SHIELD OF CALIFORNIA AT: (209) 367-6433 or mail to Blue Shield of California,

P.O. Box 629014, El Dorado Hills, CA 95762.

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

blue 🛭 of california



601 12th Street Oakland, CA 94607 (510) 607-2000

GROUP HEALTH SERVICE CONTRACT

Full PPO Off Exchange

between

HOFFMAN RESTAURANT GROUP LLC DBA CHICK FIL A AT

("Contractholder")

and

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

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

This Contract shall be effective as of **January 1, 2023**, for a term of 12 months, subject to the provisions entitled, "Changes: Entire Contract".

Jason Bleau

Vice President and General Manager Small Business and Core Accounts

Group Number: W0103215-M0030250

Original Effective Date: January 1, 2019

MONTHLY DUES/PREMIUMS SCHEDULE

Refer to PART V. of this Contract for additional information pertaining to the payment of Dues/Premiums.

The Employer will pay to Blue Shield the following monthly Premiums:

НО	HOFFMAN RESTAURANT GROUP LLC DBA CHICK FIL A AT W0103215-M0030250 Dues - Subscriber / Member Rates								
	Region 19								
Age Category	Premiums	Age Category	Premiums		Age Category	Premiums		Age Category	Premiums
0-14	\$368.21	27-27	\$504.42		40-40	\$615.12		53-53	\$981.88
15-15	\$400.94	28-28	\$523.19		41-41	\$626.67		54-54	\$1,027.61
16-16	\$413.45	29-29	\$538.59		42-42	\$637.74		55-55	\$1,073.33
17-17	\$425.96	30-30	\$546.29		43-43	\$653.14		56-56	\$1,122.91
18-18	\$439.44	31-31	\$557.84		44-44	\$672.40		57-57	\$1,172.96
19-19	\$452.92	32-32	\$569.40		45-45	\$695.02		58-58	\$1,226.39
20-20	\$466.88	33-33	\$576.62		46-46	\$721.97		59-59	\$1,252.86
21-21	\$481.31	34-34	\$584.32		47-47	\$752.30		60-60	\$1,306.29
22-22	\$481.31	35-35	\$588.17		48-48	\$786.95		61-61	\$1,352.49
23-23	\$481.31	36-36	\$592.02		49-49	\$821.12		62-62	\$1,382.82
24-24	\$481.31	37-37	\$595.87		50-50	\$859.63		63-63	\$1,420.84
25-25	\$483.24	38-38	\$599.72		51-51	\$897.65		64-plus	\$1,443.94
26-26	\$492.87	39-39	\$607.42		52-52	\$939.53	•	•	

HEALTH DUES/PREMIUMS

An Employee's Premiums will automatically increase the first day of the plan year following the plan year in which an age change that moves the Employee into the next higher age category occurs. Dependent age changes will similarly affect the portion of the premium attributed to them, if any. The Premiums set forth above do not include coverage for dental (other than pediatric dental benefits), vision (other than pediatric vision benefits), or life insurance when applicable.

The Employer must be located in, and the Employee and all Dependents must live, reside, or work in, the Service Area to be eligible for this health plan.

IMPORTANT

No person has the right to receive the Benefits of this Contract for services or supplies furnished following termination of coverage, except as specifically provided in the *Group Continuation of Group Coverage*, *Extension of Benefits*, *and Continuity of Care* sections of the Evidence of Coverage. Other than noted exceptions, Benefits of this Contract are available only for services and supplies as included in the applicable sections of the Evidence of Coverage, furnished during the term the Contract is in effect and while the individual claiming Benefits is actually covered by this Contract. Benefits may be modified during the term of this Contract under the applicable section in *Part V. Premiums, Part VIII. General Provisions, D. Changes: Entire Contract*, or upon renewal. If Benefits are modified, the revised Benefits (including any reduction in Benefits or the elimination of Benefits) apply for services or supplies furnished on or after the effective date of the modification. There is no vested right to receive the Benefits of this Contract.

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PART I. INTRODUCTION

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

The EOC is included and made part of this Contract

PART II. DEFINITIONS

In addition to the provisions contained in the "Definitions" section of the Evidence of Coverage, the following provisions apply to this Contract:

Employee - an individual engaged in the conduct of the business of the Employer and whose duties in such employment are performed at the Employer's regular places of business. This individual is a permanent employee and works a normal workweek of an average of 30 hours per week over the course of a month. At the option of the Employer and elected prior to issuance of the Contract, an Employee may also include a permanent employee who works at least 20 hours per normal workweek for at least 50 percent of the weeks in the previous calendar quarter. An individual who works on a part-time, temporary, or substitute basis is not included in this definition (e.g., short-term employment).

A. Employee Eligibility, Waiting Periods and Open Enrollment

In addition to the provisions contained in the *Eligibility and Enrollment* section of the Evidence of Coverage, the following provisions apply to this Contract:

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

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

- a. Blue Shield will accept enrollment of the Employee or Dependent retroactively for a maximum of 60 days, as long as Premiums are paid by the Employer for the entire retroactive enrollment period. If an Employee or Dependent is retroactively enrolled pursuant to this, and the Employee or Dependent received covered health care services during that retroactive period, Blue Shield will reimburse the Employee for payments made for Covered Services received in accordance with the rules of the EOC, minus the Member's Copayments or Coinsurance as stated in the EOC;
- b. Blue Shield will accept termination/disenrollment of the Employee or Dependent retroactive for a maximum of 60 days and will refund appropriate Premiums paid for the retroactive termination period. In such case, Blue Shield reserves the right to request refund from the Employee for any payments made for services rendered during the retroactive termination period. In making a request for retroactive termination or disenrollment, Contractholder shall comply with all applicable state and federal law, including, but not limited to, the Patient Protection & Affordable Care Act and any related regulations.
- 7. The Employer agrees to comply with the requirements of Section 2708 of the Patient Protection & Affordable Care Act (Section 2708), which prohibits an employer from imposing a prohibited waiting period. "Waiting period" means a period that is required to pass before an otherwise eligible Employee will be able to enroll in coverage under the Group Contract. Specifically, Employer agrees:
 - a. Any conditions of eligibility or waiting periods imposed on the eligible Employee will comply with the requirements of Section 2708 and California state law and any rules and regulations implementing those requirements.
 - b. Employer will notify Blue Shield if Employer imposes a waiting period on an eligible Employee that would exceed the time-period permitted by Section 2708.
 - c. The Employer must ensure that any orientation period that may be imposed by the Employer prior to the start of the waiting period is consistent with federal regulations. The Employer will notify Blue Shield of the Employee's eligibility for coverage after the orientation period.
 - d. Employer will notify Blue Shield if any changes are made regarding these representations.
 - e. Employer will hold Blue Shield harmless for any violation of the requirements of Section 2708 or California state law.

B. Associated Employers

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

(list of associated Employers)

NONE

C. Termination of Benefits

In addition to the provisions contained in the *Termination of Benefits* section of the EOC, the following provisions apply to this Contract:

- 1. The Benefits of a Subscriber shall cease on the first day of the month following the month in which the Subscriber retires, is pensioned, leaves voluntarily, or is dismissed from the employ of the Contractholder or otherwise ceases to be a member of a class eligible for coverage, unless a different date on which the Subscriber no longer meets the requirements for eligibility has been agreed to between Blue Shield and the Contractholder, except that:
 - a. if the Subscriber ceases active work because of a disability due to illness or bodily injury, or because of an approved leave of absence or temporary layoff, payment of Premiums for that Subscriber shall continue coverage in force in accordance with the Employer's policy regarding such coverage; or,
 - b. if the Employer is subject to the California Family Rights Act of 1991 and/or the Federal Family & Medical Leave Act of 1993, and the approved leave of absence is for family leave pursuant to such Acts, payment of Premiums for that Subscriber shall keep coverage in force for the duration(s) prescribed by the Acts. The Employer is solely responsible for notifying Employees of the availability and duration of family leaves.
- 2. With respect to a newborn child or a child placed for adoption, coverage will cease on the 31st day at 11:59 p.m. Pacific Time following the Dependent's effective date of coverage, except that coverage shall not cease if a written or electronic application for the addition of the Dependent is submitted to and received by Blue Shield within 60 days following the date of birth or placement for adoption.

D. Employer Eligibility/Participation Requirements and Contribution Requirements

- 1. The Employer will be eligible for this Contract if the Employer is an eligible Employer as herein defined and meets the following requirements set forth in subsections 2. and 3. below:
 - a. The Employer must have at least one eligible Employee.
 - b. The Employer agrees to offer health Benefits to 100% of its eligible Employees. Those Employees who waive coverage on the grounds that they have other group coverage are not counted as eligible Employees.
 - c. The Employer agrees to pay the required Premiums.
 - d. The Employer agrees to inform the eligible Employees and Dependents of the availability of coverage and distribute information as set forth in Part IX., Contractholder Responsibility for Distribution and Notification Requirements. In addition, the Employer agrees to inform the eligible Employees and Dependents that those not electing coverage must wait for a period of up to 12 months if they later decide to elect coverage. If the Employee or Dependent initially declines coverage, the Employer agrees to submit a written certification declining coverage signed by the Employee and Employer.
 - e. For Employers offering an HMO Plan, Employees and Dependents who are covered by this Contract work or reside in the Service Area of the Plan.
- 2. The Employer must meet the following participation requirements:
 - a. The Employer must enroll 100% of the eligible Employees if the Employer contribution is 100%.
 - b. If the Employer contribution is not 100%, the Employer must enroll at least 65% of the total eligible Employees. This includes those enrolled under Blue Shield of California or any of its affiliated companies small group plan, excluding those who have certified that they are declining coverage because they are covered under another employer's health benefit plan or have coverage through a government program; and

The size of the Employer is determined annually. If after this Contract is issued the Employer does not meet the participation requirements, this Contract shall continue until the Contract anniversary following the date the Employer no longer meets the participation requirements.

Participation requirements are waived for Employers new to Blue Shield enrolling during the period of November 15 through December 15 with an effective date of January 1. On and after the first Contract anniversary, the Employer must meet the participation requirements as set forth in this section 2.

- 3. The Employer must meet the following contribution requirements:
 - a. The Employer must contribute either (1) a defined contribution of a minimum \$100 per Employee (or the cost of the total Employee Premiums, whichever is less), or (2) a minimum of 50% of the Employee Premiums, and
 - b. Payroll deductions are required.
- 4. The Group Health Service Contract will renew, in accordance with the Renewal of Group Health Service Contract section of the Evidence of Coverage, if the Employer meets and continues to meet all of the eligibility, participation, and contribution requirements set forth in subsections 1., 2., and 3. above.
- 5. If the Employer does not meet all of the eligibility, participation, and contribution requirements of subsections 1., 2., and 3. above, this Contract can be cancelled at the Contract anniversary following the date the Employer does not meet all of the eligibility, participation, and contribution requirements.

Cancellation for non-payment of Premiums or for fraud, misrepresentation, or omissions is subject to the requirements set forth in Part VII. B. and C.

PART IV. GROUP RENEWAL PROVISIONS

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

The Employer shall be notified by Blue Shield of its intent to renew this Group Health Service Contract at least 60 days prior to the proposed effective date of the renewal. However, this renewal advance notification is distinct from, and does not alter the notification periods specified in *Part V. Premiums, Paragraph D., or in Part VIII. General Provisions, Paragraph D. Changes: Entire Contract.*

B. Renewal of the Group Health Service Contract

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

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

PART V. PREMIUMS

A. Premiums

The monthly Premiums for the Subscriber and any Dependents are shown on the Monthly Premiums Schedule page.

B. When And Where Payable

- 1. The first month's Premiums must be paid to Blue Shield by the effective date of this Contract and subsequent Premiums shall be prepaid in full by the same date of each succeeding month. No Member will be covered under this Contract until the first month's Premiums payment has been received by Blue Shield.
- Premiums for Employees and/or Dependents who become eligible on a date other than the bill date are waived for
 the month during which eligibility for covered Benefits is attained. Premiums for Employees and/or Dependents
 whose eligibility for covered Benefits terminates on a date other than the bill date are due in full for the month during
 which eligibility is terminated.
- 3. All Premiums are payable by the Employer to Blue Shield of California. The payment of any Premiums shall not maintain the Benefits under this Contract in force beyond the date immediately preceding the next transmittal date except as otherwise provided in *Part V. F.*
- **C.** The terms of this Contract or the Premiums payable therefor may be changed from time to time as set forth in *Part VIII.*, *D. Changes: Entire Contract*.
- D. The Employer shall remit to Blue Shield the amount specified in *Part V. A.* ("the Premiums"). If a Federal, State or any other taxing or licensing authority imposes upon Blue Shield any tax or fee on account of any of the Employer's health benefit plans that is not included in the Premiums, whether such tax or fee is based on Premiums, gross receipts, enrollment or any other basis, Blue Shield may amend the Contract to increase the Premiums by an amount sufficient to cover any such tax or fee rounded to the nearest cent. This amendment shall be effective as of the date stated in the notice, which shall not be earlier than the date of the imposition of such tax or fee, by mailing a postage prepaid notice of the amendment to the Employer at its address of record with Blue Shield at least 60 days before the effective date of the amendment. In the case of Federal excise taxes, Blue Shield may also amend the Premiums to include any increased Federal income taxes to Blue Shield associated with such Federal excise taxes.
- **E.** If benefit amounts are changed due to a change in the terms of this Contract or if a tax or fee is levied under *Part V. D.*, the Premiums charge therefore may be made, or the Premiums credit therefore may be given, as of the effective date of such change.
- F. A grace period of 30 days to pay all delinquent Premiums and avoid cancellation will be granted for the payment of Premiums accruing other than those due on the effective date of this Contract, during which period this Contract shall continue in force, but the Employer shall be liable to Blue Shield for the payment of all Premiums accruing during the period the Contract continues in force during the grace period. Blue Shield will send a Notice of Start of Grace Period to the Employer after the last date of paid coverage. The 30-day grace period begins on the day the Notice of Start of Grace Period is dated. Cancellation for non-payment of Premiums shall be in accordance with *PART VII.B.*

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

Out-of-Area Services

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

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

BlueCard® Program

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

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

Liability Calculation Method Per Claim

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

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

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

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

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

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

Non-Participating Providers Outside of California

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

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

Blue Shield Global Core

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

PART VII. CANCELLATION/REINSTATEMENT/GRACE PERIOD

A. Cancellation Without Cause

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

B. Cancellation for Non-Payment of Dues/Premiums

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

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

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

D. Grace Period

The Employer shall be entitled to a grace period of 30 days for payment of Premiums, as described in *PART V.F.* hereof. If during a Premiums grace period written notice is given by the Employer to Blue Shield that the Contract or (subject to the consent of Blue Shield) any part of the Contract is to be discontinued before the expiration date of the grace period, the Contract or such part shall be discontinued as of the date specified by the Employer or the date of receipt of such written notice by Blue Shield, whichever is the later date. The Employer shall be liable to Blue Shield for the full month's payment of Premiums if discontinuance of coverage occurs on or after the 15th of the month. If discontinuance of coverage occurs prior to the 15th of the month then Premium payment will be waived and refunded to the Employer.

E. Payment or Refund of Dues/Premiums Upon Cancellation

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

F. Termination of Benefits

No Benefits shall be provided for services rendered after the effective date of cancellation, except as specifically provided in the *Group Continuation of Coverage and Extension of Benefits* sections of the Evidence of Coverage.

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

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

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

PART VIII. GENERAL PROVISIONS

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

A. Choice of Providers

A Member may select any Hospital or Physician to provide Covered Services hereunder, including providers outside of California. Benefits differ depending on whether a Participating Provider or a Non-Participating Provider is selected. It is to the Member's advantage to select Participating Providers whenever possible. A Participating Provider Directory is available to all Members by calling Blue Shield or on the website at www.blueshieldca.com.

In the event that a Participating Provider is not able to perform, breaches its contract to furnish services, or terminates its contract with Blue Shield, which would result in materially and adversely impacting the Employer, Blue Shield will advise the Employer in writing, within a reasonable period of time.

B. Use of Masculine Pronoun

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

C. Workers' Compensation

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

D. Changes: Entire Contract

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

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

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

E. Statutory Requirements

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

F. Legal Process

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

PART VIII. GENERAL PROVISIONS

G. Time of Commencement or Termination

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

H. Records and Information to be Furnished

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

I. Inquiries and Complaints

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

J. Confidentiality

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

K. ERISA Plan Administrator

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

L. Continuity of Care

Blue Shield will administer continuity of care benefits as described in the Evidence of Coverage during the term of the Contract. Blue Shield will continue to administer continuity of care benefits for a maximum of 90 days following the date of receipt of notice of the termination of this Contract, as required under 42 USCS § 300gg-113.

PART IX. CONTRACTHOLDER RESPONSIBILITY FOR DISTRIBUTION AND NOTIFICATION REQUIREMENTS

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

A. Obtaining Declinations or Waivers of Coverage

All eligible Employees will be offered health benefits coverage during the initial and subsequent enrollment periods. If an Employee elects to decline or waive coverage, the Employer is responsible for obtaining the Employee's signed acknowledgment of receipt of an explicit written notice in bold type specifying that failure to elect coverage during the Open Enrollment Period permits Blue Shield to impose an exclusion from coverage for a period of 12 months or at the Employer's next Open Enrollment Period, whichever is earlier, if the Employee later decides to elect coverage.

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

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

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

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

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

C. Distribution of Member ID Cards and EOC Booklets

1. Member ID Cards

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

2. Evidence of Coverage Booklets

An Evidence of Coverage (EOC) which summarizes the Benefits of this Contract and how to obtain Covered Services will be issued by Blue Shield for all Subscribers. Blue Shield will send the EOC to the Contractholder, and, the Contractholder is responsible for distributing the EOC to Subscribers whether in printed, hardcopy or electronic form.

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

PART IX. CONTRACTHOLDER RESPONSIBILITY FOR DISTRIBUTION AND NOTIFICATION REQUIREMENTS

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

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

Contractholder will provide a hard copy of the EOC to an Employee upon request. If Blue Shield receives an inquiry from an Employee of the Contractholder regarding obtaining a copy of the EOC, Blue Shield will refer that individual to Contractholder's human resources benefits staff with instructions that a copy of the EOC is available from Contractholder on request.

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

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

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

E. Notice of Cancellation, Rescission or Nonrenewal to Subscribers

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

F. Notification of COBRA and Cal-COBRA Coverage Option and Other COBRA/Cal-COBRA Notices

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

1. COBRA

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

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

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

PART IX. CONTRACTHOLDER RESPONSIBILITY FOR DISTRIBUTION AND NOTIFICATION REQUIREMENTS

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

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

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

2. Cal-COBRA

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

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

EVIDENCE OF COVERAGE

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

Evidence of Coverage

Small Group Plan

Gold Full PPO 1000/35 OffEx

Provider Network: Full PPO

blueshieldca.com

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Summary of Benefits

Group Plan PPO Plan

Gold Full PPO 1000/35 OffEx

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

Medical Provider Network: Full PPO Network

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

Pharmacy Network: Rx Ultra

Drug Formulary: Standard Formulary

Calendar Year Deductibles (CYD)²

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

		When using a Participating Provider ³	When using any combination of Participating ³ and Non-Participating ⁴ Providers
Calendar Year medical Deductible	Individual coverage	\$1,000	\$2,000
	Family coverage	\$1,000: individual	\$2,000: individual
		\$2,000: Family	\$4,000: Family
Calendar Year pharmacy Deductible	Individual coverage	\$300	Not covered
	Family coverage	\$300: individual	Not covered
		\$600: Family	

Calendar Year Out-of-Pocket Maximum⁵

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

	When using a Participating Provider ³	When using any combination of Participating ³ or Non-Participating ⁴ Providers
Individual coverage	\$8,150	\$16,300
Family coverage	\$8,150: individual \$16,300: Family	\$16,300: individual \$32,600: Family
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No Annual or Lifetime Dollar Limit

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

	When using a	CYD ²	When using a	CYD ²
	Participating Provider ³	applies	Non-Participating Provider ⁴	applie
Preventive Health Services ⁷				
Preventive Health Services	\$0		Not covered	
California Prenatal Screening Program	\$0		\$0	
Physician services				
Primary care office visit	\$35/visit		40%	•
Specialist care office visit	\$55/visit		40%	-
Physician home visit	\$35/visit		40%	-
Physician or surgeon services in an Outpatient Facility	20%	~	40%	•
Physician or surgeon services in an inpatient facility	20%	~	40%	~
Other professional services				
Other practitioner office visit	\$35/visit		40%	-
Includes nurse practitioners, physician assistants, and therapists.				
Acupuncture services	\$25/visit	~	40%	-
Chiropractic services	\$10/visit		50%	-
Up to 20 visits per Member, per Calendar Year.				
Teladoc consultation	\$0		Not covered	
Family planningCounseling, consulting, and education	\$0		Not covered	
 Injectable contraceptive, diaphragm fitting, intrauterine device (IUD), implantable contraceptive, and related procedure. 	\$0		Not covered	
Tubal ligation	\$0		Not covered	
 Vasectomy 	20%	~	Not covered	
Podiatric services	\$35/visit		40%	-
Medical nutrition therapy, not related to diabetes	20%	~	40%	~
Pregnancy and maternity care				
Physician office visits: prenatal and initial postnatal	\$0		40%	-
Abortion and abortion-related services	\$0		\$0	
Emergency Services				
Emergency room services	\$250/visit plus 20%	~	\$250/visit plus 20%	~
If admitted to the Hospital, this payment for emergency room services does not apply. Instead, you pay the Participating Provider payment under Inpatient facility services/ Hospital services and stay.				
Emergency room Physician services	20%	~	20%	•

	When using a Participating Provider ³	CYD ² applies	When using a Non-Participating Provider ⁴	CYD ² applies
Urgent care center services	\$35/visit		40%	•
Ambulance services	20%	~	20%	~
This payment is for emergency or authorized transport.				
Outpatient Facility services				
Ambulatory Surgery Center	20%	•	40% Subject to a Benefit maximum of \$350/day	•
Outpatient Department of a Hospital: surgery	\$150/surgery plus 20%	•	40% Subject to a Benefit maximum of \$350/day	•
Outpatient Department of a Hospital: treatment of illness or injury, radiation therapy, chemotherapy, and necessary supplies	20%	•	40% Subject to a Benefit maximum of \$350/day	•
Inpatient facility services				
Hospital services and stay	20%	•	40% Subject to a Benefit maximum of \$2,000/day	•
Transplant services This payment is for all covered transplants except tissue and kidney. For tissue and kidney transplant services, the payment for Inpatient facility services/ Hospital services and stay applies.				
Special transplant facility inpatient services	20%	~	Not covered	
 Physician inpatient services 	20%	~	Not covered	
Bariatric surgery services, designated California counties				
This payment is for bariatric surgery services for residents of designated California counties. For bariatric surgery services for residents of nondesignated California counties, the payments for Inpatient facility services/ Hospital services and stay and Physician inpatient and surgery services apply for inpatient services; or, if provided on an outpatient basis, the Outpatient Facility services and outpatient Physician services payments apply.				
Inpatient facility services	20%	~	Not covered	
Outpatient Facility services	\$150/surgery plus 20%	•	Not covered	
Physician services	20%	~	Not covered	

	When using a Participating Provider ³	CYD ² applies	When using a Non-Participating Provider ⁴	CYD ² applies
Diagnostic x-ray, imaging, pathology, and laboratory services				
This payment is for Covered Services that are diagnostic, non-Preventive Health Services, and diagnostic radiological procedures, such as CT scans, MRIs, MRAs, and PET scans. For the payments for Covered Services that are considered Preventive Health Services, see Preventive Health Services.				
Laboratory services Includes diagnostic Papanicolaou (Pap) test.				
Laboratory center	\$35/visit		40% 40%	~
Outpatient Department of a Hospital	20%	~	Subject to a Benefit maximum of \$350/day	•
X-ray and imaging services Includes diagnostic mammography.				
Outpatient radiology center	\$50/visit		40% 40%	•
Outpatient Department of a Hospital	\$100/visit		Subject to a Benefit maximum of \$350/day	~
Other outpatient diagnostic testing Testing to diagnose illness or injury such as vestibular function tests, EKG, ECG, cardiac monitoring, non-invasive vascular studies, sleep medicine testing, muscle and range of motion tests, EEG, and EMG.				
Office location	\$50/visit		40% 40%	~
Outpatient Department of a Hospital	\$100/visit		Subject to a Benefit maximum of \$350/day	~
Radiological and nuclear imaging services Outpatient radiology center	20%	~	40%	•
	,-		40%	
Outpatient Department of a Hospital	\$100/visit plus 20%	•	Subject to a Benefit maximum of \$350/day	•
Rehabilitative and Habilitative Services				
Includes Physical Therapy, Occupational Therapy, Respiratory Therapy, and Speech Therapy services. There is no visit limit for Rehabilitative or Habilitative Services.				
Office location	20%	~	40%	~

	When using a Participating Provider ³	CYD ² applies	When using a Non-Participating Provider ⁴	CYD ² applies
Outpatient Department of a Hospital	20%	•	40% Subject to a Benefit maximum of \$350/day	•
Durable medical equipment (DME)				
DME	50%	~	Not covered	
Breast pump	\$0		Not covered	
Orthotic equipment and devices	20%	~	Not covered	
Prosthetic equipment and devices	20%	~	Not covered	
Home health care services	20%	~	Not covered	
Up to 100 visits per Member, per Calendar Year, by a home health care agency. All visits count towards the limit, including visits during any applicable Deductible period. Includes home visits by a nurse, Home Health Aide, medical social worker, physical therapist, speech therapist, or occupational therapist, and medical supplies.				
Home infusion and home injectable therapy services				
Home infusion agency services	\$45/visit	~	Not covered	
Includes home infusion drugs, medical supplies, and visits by a nurse.				
Hemophilia home infusion services	\$45/visit	~	Not covered	
Includes blood factor products.				
Skilled Nursing Facility (SNF) services				
Up to 100 days per Member, per benefit period, except when provided as part of a Hospice program. All days count towards the limit, including days during any applicable Deductible period and days in different SNFs during the Calendar Year.				
Freestanding SNF	20%	~	40% 40%	~
Hospital-based SNF	20%	,	Subject to a Benefit maximum of \$2,000/day	•
Hospice program services	\$0	~	Not covered	
Includes pre-Hospice consultation, routine home care, 24-hour continuous home care, short-term inpatient care for pain and symptom management, and inpatient respite care.				
Other services and supplies				
Diabetes care services Devices, equipment, and supplies	50%	•	Not covered	

	When using a Participating Provider ³	CYD ² applies	When using a Non-Participating Provider ⁴	CYD ² applies
Self-management training	\$0		40%	~
 Medical nutrition therapy 	\$0		40%	~
Dialysis services	20%	•	40% Subject to a Benefit maximum of \$350/day	•
PKU product formulas and special food products	20%	~	20%	~
Allergy serum billed separately from an office visit	20%	✓	40%	~

Mental Health and Substance Use Disorder Benefits

Your payment

Mental health and substance use disorder Benefits are provided through Blue Shield's Mental Health Service Administrator (MHSA).	When using a MHSA Participating Provider ³	CYD ² applies	When using a MHSA Non- Participating Provider ⁴	CYD ² applies
Outpatient services				
Office visit, including Physician office visit	\$35/visit		40%	~
Teladoc mental health	\$0		Not covered	
Other outpatient services, including intensive outpatient care, electroconvulsive therapy, transcranial magnetic stimulation, Behavioral Health Treatment for pervasive developmental disorder or autism in an office setting, home, or other non-institutional facility setting, and office-based opioid treatment	20%	•	40%	•
Partial Hospitalization Program	20%	•	40% Subject to a Benefit maximum of \$350/day	•
Psychological Testing	20%	~	40%	~
Inpatient services				
Physician inpatient services	20%	~	40%	~
Hospital services	20%	•	40% Subject to a Benefit maximum of \$2,000/day	•
Residential Care	20%	•	40% Subject to a Benefit maximum of \$2,000/day	•

Prescription Drug Benefits^{8,9}

Your payment

A separate Calendar Year pharmacy Deductible applies.	When using a Participating Pharmacy ³	CYD ² applies	When using a Non-Participating Pharmacy ⁴	CYD ² applies
Retail pharmacy prescription Drugs				
Per prescription, up to a 30-day supply.				
Contraceptive Drugs and devices	\$0		Not covered	
Tier 1 Drugs	\$10/prescription		Not covered	
Tier 2 Drugs	\$40/prescription	~	Not covered	
Tier 3 Drugs	\$70/prescription	~	Not covered	
Tier 4 Drugs	30% up to \$250/prescription	•	Not covered	
Retail pharmacy prescription Drugs				
Per prescription, up to a 90-day supply from a 90-day retail pharmacy.				
Contraceptive Drugs and devices	\$0		Not covered	
Tier 1 Drugs	\$30/prescription		Not covered	
Tier 2 Drugs	\$120/prescription	~	Not covered	
Tier 3 Drugs	\$210/prescription	~	Not covered	
Tier 4 Drugs	30% up to \$750/prescription	~	Not covered	
Mail service pharmacy prescription Drugs				
Per prescription, up to a 90-day supply.				
Contraceptive Drugs and devices	\$0		Not covered	
Tier 1 Drugs	\$20/prescription		Not covered	
Tier 2 Drugs	\$80/prescription	~	Not covered	
Tier 3 Drugs	\$140/prescription	•	Not covered	
Tier 4 Drugs	30% up to \$500/prescription	•	Not covered	

Pediatric Benefits

Your payment

Pediatric Benefits are available through the end of the month in which the Member turns 19.	When using a Participating Dentist ³	CYD ² applies	When using a Non-Participating Dentist ⁴	CYD ² applies
Pediatric dental ¹⁰				
Diagnostic and preventive services Oral exam	\$0		20%	
Preventive – cleaning	\$0		20%	

Pediatric Benefits Your payment

Pediatric Benefits are available through the end of the month in which the Member turns 19.	When using a Participating Dentist ³	CYD ² applies	When using a Non-Participating Dentist ⁴	CYD ² applies
 Preventive – x-ray 	\$0		20%	
 Sealants per tooth 	\$0		20%	
 Topical fluoride application 	\$0		20%	
 Space maintainers - fixed 	\$0		20%	
Basic services Restorative procedures	20%		30%	
 Periodontal maintenance 	20%		30%	
 Adjunctive general services 	20%		30%	
Major services Oral surgery	50%		50%	
• Endodontics	50%		50%	
 Periodontics (other than maintenance) 	50%		50%	
 Crowns and casts 	50%		50%	
 Prosthodontics 	50%		50%	
Orthodontics (Medically Necessary)	50%		50%	

Pediatric Benefits Your payment

Pediatric Benefits are available through the end of the month in which the Member turns 19.	When using a Participating Provider ³	CYD ² applies	When using a Non-Participating Provider ⁴	CYD ² applies
Pediatric vision ¹¹				
Comprehensive eye examination One exam per Calendar Year.				
Ophthalmologic visit	\$0		All charges above \$30	
Optometric visit	\$0		All charges above \$30	
Contact lens fitting and evaluation When you choose contact lenses instead of eyeglasses, one per Member every 12 months by a Participating Provider if administered at the same time as the comprehensive exam. There is a maximum of two follow up visits.				
Standard lenses	\$0		Not covered	
Non-standard lenses	All charges above \$60		Not covered	
Eyewear/materials One eyeglass frame and eyeglass lenses, or contact lenses instead of eyeglasses, up to the Benefit per Calendar Year. Any exceptions are noted below. Contact lenses				

11

Pediatric Benefits Your payment

Pediatric Benefits are available through the end of the month in which the Member turns 19.	When using a Participating Provider ³	CYD ² applies	When using a Non-Participating Provider ⁴	CYD ² applies
Non-elective (Medically Necessary) - hard or soft	\$0		All charges above \$225	
Up to two pairs per eye per Calendar Year.				
Elective (cosmetic/convenience)				
Standard and non-standard, hard	\$0		All charges above \$75	
Up to a 3 month supply for each eye per Calendar Year based on lenses selected.				
Standard and non-standard, soft	\$0		All charges above \$75	
Up to a 6 month supply for each eye per Calendar Year based on lenses selected.				
 Eyeglass frames 				
Collection frames	\$0		All charges above \$40	
Non-collection frames	All charges above \$150		All charges above \$40	
 Eyeglass lenses 				
Lenses include choice of glass or plastic lenses, all lens powers (single vision, bifocal, trifocal, lenticular), fashion or gradient tint, scratch coating, oversized, and glass-grey #3 prescription sunglasses.				
Single vision	\$0		All charges above \$25	
Lined bifocal	\$0		All charges above \$35	
Lined trifocal	\$0		All charges above \$45	
Lenticular	\$0		All charges above \$45	
Optional eyeglass lenses and treatments				
Ultraviolet protective coating (standard only)	\$0		Not covered	
Polycarbonate lenses	\$0		Not covered	
Standard progressive lenses	\$55		Not covered	
 Premium progressive lenses 	\$95		Not covered	
Anti-reflective lens coating (standard only)	\$35		Not covered	
 Photochromic - glass lenses 	\$25		Not covered	
 Photochromic - plastic lenses 	\$25		Not covered	
 High index lenses 	\$30		Not covered	
 Polarized lenses 	\$45		Not covered	

Pediatric Benefits Your payment

Pediatric Benefits are available through the end of the month in which the Member turns 19.	When using a Participating Provider ³	CYD ² applies	When using a Non-Participating Provider ⁴	CYD ² applies
Low vision testing and equipmentComprehensive low vision exam	35%		Not covered	
Once every 5 Calendar Years.				
 Low vision devices 	35%		Not covered	
One aid per Calendar Year.				
Diabetes management referral	\$0		Not covered	

Prior Authorization

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

- Radiological and nuclear imaging services
- Outpatient mental health services, except office visits and office-based opioid treatment
- Inpatient facility services
- Pediatric vision non-elective contact lenses and low vision testing and equipment
- Hospice program services
- Some prescription Drugs (see blueshieldca.com/pharmacy)

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

Notes

Evidence of Coverage (EOC):

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

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

Calendar Year Deductible (CYD):

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

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

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

This Plan has a separate medical Deductible and pharmacy Deductible.

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

Family coverage has an individual Deductible within the Family Deductible. This means that the Deductible will be met for an individual with Family coverage who meets the individual Deductible prior to the Family meeting the Family Deductible within a Calendar Year. Any amount you have paid toward the individual Deductible will be applied to both the individual Deductible and the Family Deductible. Once the individual Deductible or Family Deductible is reached, cost sharing applies until the Out-of-Pocket Maximum is reached.

3 Using Participating Providers:

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

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

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

• Coinsurance is calculated from the Allowable Amount.

4 Using Non-Participating Providers:

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

- the Copayment or Coinsurance (once any Calendar Year Deductible has been met), and
- any charges above the Allowable Amount.

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

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

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

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

<u>Your payment after you reach the Calendar Year OOPM.</u> You will continue to pay all charges for the following Covered Services after the Calendar Year Out-of-Pocket Maximum is met:

- dialysis center Benefits: dialysis services from a Non-Participating Provider.
- charges for services that are not covered and charges above the Allowable Amount.

<u>Any Deductibles count towards the OOPM.</u> Any amounts you pay that count towards the medical or pharmacy Calendar Year Deductible also count towards the Calendar Year Out-of-Pocket Maximum.

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

<u>Family coverage has an individual OOPM within the Family OOPM.</u> This means that the OOPM will be met for an individual with Family coverage who meets the individual OOPM prior to the Family meeting the Family OOPM within a Calendar Year. Any amount you have paid toward the individual OOPM will be applied to both the individual OOPM and the Family OOPM, except for Out-of-Network pediatric dental services. Cost sharing payments for pediatric dental services made by each individual child for Out-of-Network Covered Services do not accumulate to the Family Out-of-Pocket Maximum.

6 Separate Member Payments When Multiple Covered Services are Received:

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

7 Preventive Health Services:

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

8 Outpatient Prescription Drug Coverage:

Medicare Part D-creditable coverage-

This Plan's prescription drug coverage is on average equivalent to or better than the standard benefit set by the federal government for Medicare Part D (also called creditable coverage). Because this plan's prescription drug coverage is creditable, you do not have to enroll in Medicare Part D while you maintain this coverage; however, you should be aware that if you do not enroll in Medicare Part D within 63 days following termination of this coverage, you could be subject to Medicare Part D premium penalties.

9 Outpatient Prescription Drug Coverage:

<u>Brand Drug coverage when a Generic Drug is available.</u> If you, the Physician, or Health Care Provider, select a Brand Drug when a Generic Drug equivalent is available, you are responsible for the difference between the cost to Blue Shield for the Brand Drug and its Generic Drug equivalent plus the tier 1 Copayment or Coinsurance. This difference in cost will not count towards any Calendar Year pharmacy Deductible, medical Deductible, or the Calendar Year Out-of-Pocket Maximum.

<u>Request for Medical Necessity Review.</u> If you or your Physician believes a Brand Drug is Medically Necessary, either person may request a Medical Necessity Review. If approved, the Brand Drug will be covered at the applicable Drug tier Copayment or Coinsurance.

<u>Short-Cycle Specialty Drug program.</u> This program allows initial prescriptions for select Specialty Drugs to be filled for a 15-day supply with your approval. When this occurs, the Copayment or Coinsurance will be pro-rated.

Specialty Drugs. Specialty Drugs are only available from a Network Specialty Pharmacy, up to a 30-day supply.

<u>Oral Anticancer Drugs.</u> You pay up to \$250 for oral Anticancer Drugs from a Participating Pharmacy, up to a 30-day supply. Oral Anticancer Drugs from a Participating Pharmacy are not subject to any Deductible.

10 Pediatric Dental Coverage:

<u>Pediatric dental Benefits are provided through Blue Shield's Dental Plan Administrator (DPA).</u>

<u>Orthodontic Covered Services.</u> The Copayment or Coinsurance for Medically Necessary orthodontic Covered Services applies to a course of treatment even if it extends beyond a Calendar Year. This applies as long as the Member remains enrolled in the Plan.

This plan is compliant with requirements of the pediatric dental EHB benchmark plan, including coverage of services in circumstances of Medical Necessity as defined in the Early Periodic Screening, Diagnosis and Treatment (EPSDT) benefit.

11 Pediatric Vision Coverage:

Pediatric vision Benefits are provided through Blue Shield's Vision Plan Administrator (VPA).

<u>Covered Services from Non-Participating Providers.</u> There is no Copayment or Coinsurance up to the listed Allowable Amount. You pay all charges above the Allowable Amount.

<u>Coverage for frames.</u> If frames are selected that are more expensive than the Allowable Amount established for frames under this Benefit, you pay the difference between the Allowable Amount and the provider's charge.

"Collection frames" are covered with no Member payment from Participating Providers. Retail chain Participating Providers do not usually display the frames as "collection," but a comparable selection of frames is maintained.

"Non-collection frames" are covered up to an Allowable Amount of \$150; however, if the Participating Provider uses:

- wholesale pricing, then the Allowable Amount will be up to \$99.06.
- warehouse pricing, then the Allowable Amount will be up to \$103.64.

Participating Providers using wholesale pricing are identified in the provider directory.

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

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

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

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

About this Evidence of Coverage

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

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

This Evidence of Coverage includes a <u>Summary of Benefits</u> section that lists your Cost Share for Covered Services. Use this summary to figure out what your cost will be when you receive care.

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

Tables and images

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



This table provides easy access to information



Phone numbers and addresses



This table provides easy access to information



Answers to commonly-asked questions

Examples to help you better understand important concepts



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



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

"You" means the Member

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

Capitalized words have a special meaning

Some words and phrases in this Evidence of Coverage may be new to you. Key terms with a special meaning within this Evidence of Coverage are capitalized in this document and explained in the <u>Definitions</u> section.

About this plan

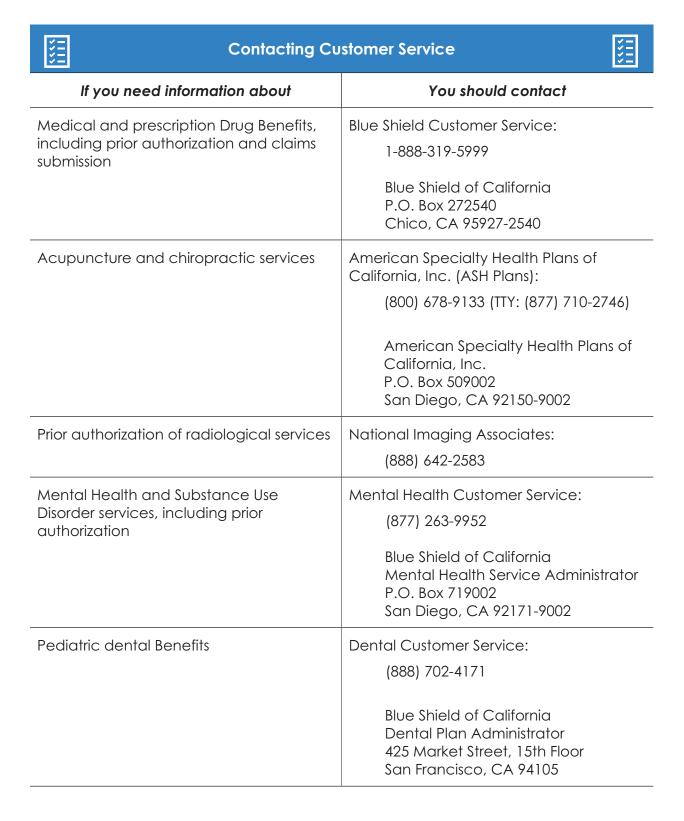
This is a Preferred Provider Organization (PPO) plan. In a PPO plan, you have the flexibility to choose the providers you see. You can receive care from Participating Providers or Non-Participating Providers. See the <u>How to access care</u> section for information about Participating and Non-Participating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

How to contact Customer Service

If you have questions at any time, we're here to help. Blue Shield's website and app are useful resources. Visit <u>blueshieldca.com</u> or use the Blue Shield mobile app to:

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

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



Contacting Customer Service		
If you need information about	You should contact	
Pediatric vision Benefits	Vision Customer Service: (877) 601-9083 Blue Shield of California Vision Plan Administrator Customer Service Department P. O. Box 25208 Santa Ana, CA 92799-5208	

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

Your bill of rights

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

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

Your responsibilities

* <u>=</u>	As a Blue Shield Member, you have the responsibility to:
	Carefully read all Blue Shield plan materials immediately after you are enrolled so you understand how to:
1	 Use your Benefits; Minimize your out-of-pocket costs; and Follow the provisions of your plan as explained in the Evidence of Coverage.
2	Maintain your good health and prevent illness by making positive health choices and seeking appropriate care when you need it.
3	Provide, to the extent possible, information needed for you to receive appropriate care.
4	Understand your health problems and take an active role in developing treatment goals with your Physician, whenever possible.
5	Follow the treatment plans and instructions you and your Physician agree to and consider the potential consequences if you refuse to comply with treatment plans or recommendations.
6	Ask questions about your medical or mental health condition and make certain that you understand the explanations and instructions you are given.
7	Make and keep medical and mental health appointments and inform your Health Care Provider ahead of time when you must cancel.
8	Communicate openly with your Physician so you can develop a strong partnership based on trust and cooperation.
9	Offer suggestions to improve the Blue Shield plan.
10	Help Blue Shield maintain accurate and current records by providing timely information regarding changes in your address, family status, and other plan coverage.
11	Notify Blue Shield as soon as possible if you are billed inappropriately or if you have any complaints or grievances.
12	Treat all Blue Shield personnel respectfully and courteously.
13	Pay your Premiums, Copayments, Coinsurance, and charges for non-Covered Services in full and on time.



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



14

Follow the provisions of the Blue Shield Medical Management Programs.

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

Health care professionals and facilities

This plan covers care from Participating Providers and Non-Participating Providers. You do not need a referral. However, some services do require prior authorization. See the <u>Medical Management Programs</u> section for information about prior authorization.

Participating Providers

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

Some services will not be covered unless you receive them from a Participating Provider. See the <u>Summary of Benefits</u> section to find out which Covered Services must be received from a Participating Provider.

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



Visit blueshieldca.com or use the Blue Shield mobile app and click on *Find a Doctor* for a list of your plan's *Participating Providers*.

Non-Participating Providers

Non-Participating Providers do not have a contract with Blue Shield to accept Blue Shield's Allowable Amount as payment in full for Covered Services. Except for Emergency Services and services received at a Participating Provider facility (Hospital, Ambulatory Surgery Center, laboratory, radiology center, imaging center, or certain other outpatient settings) under certain conditions, you will pay more for Covered Services from a Non-Participating Provider.

Non-Participating Providers at a Participating Provider facility

When you receive care at a Participating Provider facility, some Covered Services may be provided by a Non-Participating Provider. Your Cost Share will be the same as the amount due to a Participating Provider under similar circumstances, and you will not be responsible for additional charges above the Allowable Amount, unless the Non-Participating Provider provides you written notice of what they may charge and you consent to those terms.



Common types of providers



Primary Care Physicians (PCPs)

Other primary care providers, such as nurse practitioners and physician assistants

Physician Specialists, such as dermatologists and cardiologists

Physical, occupational, and speech therapists

Mental health providers, such as psychiatrists, psychologists, and licensed clinical social workers

Hospitals

Freestanding labs and radiology centers

Ambulatory Surgery Centers

Benefit Administrators

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

Blue Shield's Ben	Blue Shield's Benefit Administrators		
Benefit Administrator	Benefit		
Dental Plan Administrator (DPA)	Pediatric dental Benefits		
Vision Plan Administrator (VPA)	Pediatric vision Benefits		
Mental Health Service Administrator (MHSA)	Mental Health and Substance Use Disorder services		
ASH Plans	Acupuncture and chiropractic services		

ID cards

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

Canceling appointments

If you are unable to keep an appointment, you should notify the provider at least 24 hours before your scheduled appointment. Some offices charge a fee for missed appointments unless it is due to an emergency or you give 24-hour advance notice. This fee will not be more than your Copayment or Coinsurance for the visit.

Continuity of care

Continuity of care may be available if:

Maternal mental health condition

- Blue Shield or the MHSA no longer contracts with your Former Participating Provider for the services you are receiving; or
- You are a newly-covered Member whose previous health plan was withdrawn from the market.

Continuity of care may also be available to you when your Employer terminates its contract with Blue Shield and contracts with a new health plan (insurer) that does not include your Blue Shield Participating Provider in its network.

If your Former Participating Provider is no longer available to you for one of the reasons noted above, Blue Shield or the MHSA will notify you of the option to continue treatment with your Former Participating Provider.

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

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Qualifying conditions	Timeframe		
Undergoing a course of institutional or inpatient care	90 days from the date of receipt of notice of the termination of the Former Participating Provider's contract, the Employer's contract, or until the treatment concludes, whichever is sooner		
Acute conditions	As long as the condition lasts		

12 months after the condition's diagnosis

or 12 months after the end of the pregnancy, whichever is later

Continuity of care with a Former Participating Provider



Continuity of care with a Former Participating Provider



Qualifying conditions	Timeframe
Ongoing pregnancy care, including care immediately after giving birth	Up to 12 months
Recommended surgery or procedure documented to occur within 180 days	Within 180 days
Ongoing treatment for a child up to 36 months old	Up to 12 months
Serious chronic condition	Up to 12 months
Terminal illness	The duration of the terminal illness

If a condition falls within a qualifying condition under federal and state law, the more generous time frames would be followed.

To request continuity of care, visit <u>blueshieldca.com</u> and fill out the Continuity of Care Application. Blue Shield will confirm your eligibility and may review your request for Medical Necessity.

Under Federal law, the Former Participating Provider must accept Blue Shield's or the MHSA's Allowable Amount as payment in full for the first 90 days of your ongoing care. Once the provider accepts and your request is authorized, you may continue to see the Former Participating Provider at the Participating Provider Cost Share.

See the <u>Your payment information</u> section for more information about the Allowable Amount.

Second medical opinion

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

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

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

Care outside of California

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



See the <u>Out-of-area services</u> section for more information about receiving care while outside of California. To find participating providers while outside of California, visit <u>bcbs.com</u>.

Emergency Services



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

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

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

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

If you cannot find a Participating Provider

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

Other ways to access care

For non-emergencies, it may be faster and easier to access care in one of the following ways. For more information, visit <u>blueshieldca.com</u> or use the Blue Shield mobile app.

Retail-based health clinics

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

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

Teladoc

Teladoc, a Third-Party Corporate Telehealth Provider, provides health consultations by phone or secure online video. Teladoc general medical Physicians can diagnose and treat basic non-emergency medical conditions, and can also prescribe certain medication. Teladoc mental health consultations are available for Members age 13 and older. Members under age 13 may obtain telebehavioral health services for Mental Health and Substance Use Disorders from MHSA Participating Providers. Teladoc is a supplemental service that is not intended to replace care from your PCP or your MHSA Participating Provider.

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Teladoc service	Ways to access	Availability
General medical	Phone: 1-800-835-2362 Online: blueshieldca.com/teladoc	24 hours a day, 7 days a week by phone or secure online video Consultations can be requested on-demand or by scheduled appointment
Mental health	Phone: 1-800-835-2362 Online: blueshieldca.com/teladoc	7 a.m. to 9 p.m., 7 days a week by scheduled appointment only Consultations must be scheduled online and cannot be requested by phone

Telebehavioral health services

Online telebehavioral health services for Mental Health and Substance Use Disorders are available through MHSA Participating Providers and are a Covered Service regardless of your age. Telebehavioral health includes counseling services, psychotherapy, and medication management with a mental health provider. If you

are currently receiving telebehavorial health services for Mental Health and Substance Use Disorders, you can continue to receive those services with the MHSA Participating Provider rather than switching to a Third-Party Corporate Telehealth Provider. Visit blueshieldca.com and click on Find a Doctor to access the MHSA network.

Urgent care centers

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

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

Ambulatory Surgery Centers

Many of the more common, uncomplicated, outpatient surgical procedures can be performed at an Ambulatory Surgery Center. Your cost at an Ambulatory Surgery Center may be less than it would be for the same outpatient surgery performed at a Hospital.

Timely access to care

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

When your appointment will occur		
Urgent appointments	Appointment will occur	
Services that do not require prior authorization	Within 48 hours	
Services that do require prior authorization	Within 96 hours	
Urgent pediatric dental care	Within 72 hours	
Non-urgent appointments	Appointment will occur	
Primary Care Physician office visit	Within 10 business days	
Specialist office visit	Within 15 business days	

When your appointment will occur		
Mental or substance use disorder health provider (who is not a Physician) office visit	Within 10 business days	
Other services to diagnose or treat a health condition	Within 15 business days	
Non-urgent pediatric dental care	Within 30 business days	
Preventitve pediatric dental care	Within 40 business days	
Phone inquiries	Appointment will occur	
Access to a health care professional for phone screenings	24 hours a day, seven days a week	
Access to a dental care professional for phone screenings	Within 30 minutes, 24 hours a day, seven days a week	



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

Health advice and education

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

NurseHelp 24/7SM

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

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

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

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

LifeReferrals 24/7SM

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

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

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

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

Health and wellness resources

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

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

Visit blueshieldca.com to explore these resources.

Medical Management Programs

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



For written information about **Blue Shield's Utilization Management Program**, visit <u>blueshieldca.com</u>.

Prior authorization

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

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

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

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

Visit <u>blueshieldca.com</u> and click on Prior Authorization List for more details about medical and surgical services and select prescription Drugs that require prior authorization.

Prescription Drugs administered by a Health Care Provider

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

The prior authorization process for self-administered prescription Drugs available at a retail, specialty, or mail order pharmacy is explained in the <u>Prescription Drug Benefits</u> section.

Frequently-utilized services that require prior authorization		
Benefit	Services that require prior authorization	
Medical and prescription Drug	 Surgery Prescription Drugs administered by a Health Care Provider Non-emergency inpatient facility services, such as Hospitals and Skilled Nursing Facilities Non-emergency ambulance services Routine patient care received while enrolled in a clinical trial Hospice program enrollment 	
Radiological and nuclear imaging	 CT (Computerized Tomography) scan MRI (Magnetic Resonance Imaging) MRA (Magnetic Resonance Angiography) PET (Positron Emission Tomography) scan Diagnostic cardiac procedure utilizing nuclear medicine 	
Mental Health and Substance Use Disorder	 Non-emergency mental health or substance use disorder Hospital admissions, including acute and residential care Behavioral Health Treatment Electroconvulsive therapy Psychological testing Partial Hospitalization Program Intensive Outpatient Program Transcranial magnetic stimulation 	
Pediatric dental	A course of treatment that is expected to cost more than \$250	
Pediatric vision	 Non-elective (Medically Necessary) contact lenses Low Vision testing and equipment 	

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When a decision will be made about your prior authorization request



Prior authorization or exception request	Time for decision
Routine medical, Mental Health and Substance Use Disorder, dental, and vision requests	Within five business days
Expedited medical, Mental Health and Substance Use Disorder, dental, and vision requests	Within 72 hours
Routine prescription Drug requests	Within 72 hours
Expedited prescription Drug requests	Within 24 hours

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

While you are in the Hospital (inpatient utilization review)

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

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

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

<u>After you leave the Hospital (discharge planning)</u>

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

<u>Using your Benefits effectively (care management)</u>

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

manage your health condition. You may also request care management support by calling Customer Service. A case manager can:

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

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

Managing a serious illness (palliative care services)

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

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

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

Your payment information

Paying for coverage

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

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

Paying for Covered Services

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

Your Cost Share includes any:

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



See the <u>Summary of Benefits</u> section for your **Cost Share** for Covered Services.

Allowable Amount

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

Participating Providers agree to accept the Allowable Amount as payment in full for Covered Services, except as stated in the <u>Exception for other coverage</u> and <u>Reductions – third party liability</u> sections. When you see a Participating Provider, you are responsible for your Cost Share. Generally, Blue Shield will pay its portion of the Allowable Amount and you will pay your Cost Share. If there is a payment dispute between Blue Shield and a Participating Provider over Covered Services you receive, the Participating Provider must resolve that dispute with Blue Shield. You are not required to pay for Blue Shield's portion of the Allowable Amount. You are only required to pay your Cost Share for those services.

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

- Your Cost Share: and
- All charges over the Allowable Amount.

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

Calendar Year Deductible

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

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

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

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

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

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

See the <u>Summary of Benefits</u> section for details on which Covered Services are subject to the Deductible and how the Deductible works for your plan.

Prior carrier Deductible credit

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

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

Copayment and Coinsurance

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

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

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

Calendar Year Out-of-Pocket Maximum

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

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

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

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

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

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

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

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

See the <u>Summary of Benefits</u> section for details on how the Out-of-Pocket Maximum works for your plan.

Accrual balance

Blue Shield provides a summary of your accrual balances toward your Calendar Year Deductible, if any, and Out-of-Pocket Maximum for every month in which your Benefits were used until the full amount has been met. This summary will be mailed to you unless you opt to receive it electronically or have already opted out of paper mailings. You can opt back in to receive paper mailings at any time or elect to receive your balance summary electronically by logging into your member portal online and updating your communication preferences, or by calling Customer Service at the number on the back of your ID card. You can also check your accrual balances at any time by logging into your member portal online, which is updated daily, or calling Customer Service. Your accrual balance information is updated once a claim is received and processed and may not reflect recent services.

Cost Share concepts in action

To recap, you are responsible for all costs for Covered Services until you reach any applicable Deductible. Once you reach any applicable Deductible, Blue Shield will

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

pay the Allowable Amount for Covered Services, minus your Copayment or Coinsurance amounts, until you reach your Out-of-Pocket Maximum. Once you reach your Out-of-Pocket Maximum, Blue Shield will pay 100% of the Allowable Amount for Covered Services. Exceptions are described above.



EXAMPLE Cost to visit the doctor



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

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

Deductible: \$500

Amount paid to date toward Deductible: \$500

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

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

Participating Provider Copayment: \$30

Non-Participating Provider Copayment: \$40

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

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

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

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

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

Claims

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

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

1	How to submit a claim		
Type of claim	What to submit	Where to submit it	Due date
Medical services	Blue Shield claim form; andThe itemized bill from your provider	Blue Shield of California P.O. Box 272540 Chico, CA 95927	Within one year of the service date
Pharmacy services	 Prescription Drug claim form; and Related receipts or the pharmacy's bill 	Blue Shield of California P.O. Box 52136 Phoenix, AZ 85072-2136	Within one year of the service date
Mental Health and Substance Use Disorder services	Blue Shield claim form; andThe itemized bill from your provider	Blue Shield of California P.O. Box 272540 Chico, CA 95927	Within one year of the service date
Pediatric dental services	 Dental claim form; and Related receipts or the provider's bill 	Blue Shield of California Dental Plan Administrator P.O. Box 30567 Salt Lake City, UT 84130- 0567	Within one year of the service date

題	How to submit a claim		¥ =
Type of claim	What to submit	Where to submit it	Due date
Pediatric vision services	 Vision claim form; and Related receipts or the provider's bill 	Blue Shield of California Vision Plan Administrator P.O. Box 25208 Santa Ana, CA 92799	Within one year of the service date

Claim processing and payments

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

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

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



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

Your coverage

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

Eligibility for this plan

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

Dependent eligibility

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

- Be listed on the enrollment form completed by the Subscriber; and
- Be the Subscriber's spouse, Domestic Partner, or be under age 26 and the child of the Subscriber, spouse, or Domestic Partner.
 - o For the Subscriber's spouse to be eligible for this plan, the Subscriber and spouse must not be legally separated.
 - For the Subscriber's Domestic Partner to be eligible for this plan, the Subscriber and Domestic Partner must have a registered domestic partnership (except as otherwise permitted by your Employer).
 - "Child" includes a stepchild, newborn, child placed for adoption, child placed in foster care, and child for whom the Subscriber, spouse, or Domestic Partner is the legal guardian. It does not include a grandchild unless the Subscriber, spouse, or Domestic Partner has adopted or is the legal guardian of the grandchild.
 - A child age 26 or older can remain enrolled as a Dependent if the child is disabled, incapable of self-support because of a mental or physical disability, and chiefly dependent on the Subscriber for economic support.
 - The Dependent child's disability must have begun before the period he or she would become ineligible for coverage due to age.
 - Blue Shield will send a notice of termination due to loss of eligibility 90 days before the date coverage will end. The Subscriber must inform Blue Shield of the Dependent's eligibility for continuation of coverage within 60 days of receipt of this notice in order to continue coverage.
 - The Subscriber must submit proof of continued eligibility for the Dependent at Blue Shield's request. Blue Shield may not request this information again for two years after the initial determination. Blue Shield may request this information no more than once a year after that. The Subscriber's failure to provide this information could result in termination of a Dependent's coverage.

Enrollment and effective dates of coverage

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

Your coverage 45

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

Open enrollment period

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

Special enrollment period

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

A special enrollment period gives you at least 30 days from a Triggering Event to apply for or change coverage for yourself or your Dependents. See the <u>Special enrollment period</u> section for more information. You should notify your Employer as soon as possible if you experience a Triggering Event that requires a change in your coverage.



Common Triggering Events



Change in Dependents

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

Loss of eligibility in a government program



For a complete list of Triggering Events, see <u>Special enrollment</u> <u>period</u> on page 96 in the <u>Other important information about</u> <u>your plan</u> section.

Effective date of coverage for most special enrollment periods

If enrolled during initial enrollment or open enrollment, a Dependent will have the same effective date of coverage as the Subscriber. However, a Dependent may have a different effective date of coverage if added during a special enrollment period. Generally, if the Employee or Dependents qualify for a special enrollment period, coverage will begin no later than the 1st of the month

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following the date Blue Shield receives the request for special enrollment from your Employer.

Effective date of coverage for a new spouse or Domestic Partner

The effective date of coverage for a new spouse or Domestic Partner will be the date that person became your spouse or Domestic Partner. This applies regardless of what day of the month the Subscriber submits the application.

Effective date of coverage for a new Dependent child

Coverage starts immediately for a:

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



For coverage to continue beyond 31 days, the Subscriber must notify Blue Shield and request that the child be added as a Dependent within 60 days of birth, adoption, placement for adoption, placement in foster care, or the date of court-ordered guardianship.

If both partners in a marriage or Domestic Partnership are eligible Employees and Subscribers, they are not eligible to be Dependents of each other. You may enroll a child as a Dependent of either parent but not both.

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

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

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

Plan changes

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

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

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

Coordination of benefits

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

When coverage ends

Your coverage will end if:

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

There is no right to receive the Benefits of this plan after coverage ends, except as described in the <u>Extension of Benefits, Continuity of care</u>, and <u>Continuation of group</u> coverage sections.

If your Employer cancels coverage

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

If the Subscriber cancels coverage

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

Reinstatement

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

If Blue Shield cancels coverage

Blue Shield can cancel coverage if:

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

Blue Shield will provide 30 days' advance written notice of cancellation of coverage to your Employer if your Employer fails to meet Blue Shield's Employer eligibility,

participation, and contribution requirements. It is your Employer's responsibility to provide a copy of the notice to its Employees.

Cancellation for Employer's nonpayment of Premiums

Blue Shield can cancel coverage if your Employer does not pay the required Premiums in full and on time. Your Employer is responsible for all Premiums during the term of coverage, including the 30-day grace period. If Blue Shield cancels coverage due to nonpayment of Premiums, Blue Shield will send a Notice of End of Coverage to you and your Employer no later than five calendar days after the date coverage ends.

Cancellation or rescission for fraud or intentional misrepresentation of material fact

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

Extension of Benefits

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

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

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

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

Continuation of group coverage

Please examine your options carefully before declining this coverage.

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

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

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

COBRA

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

Cal-COBRA

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

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

Cal-COBRA qualifying event

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

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

A child born to or placed for adoption with a covered Subscriber or Domestic Partner during the Cal-COBRA group coverage continuation period may be immediately added as a Dependent provided the Employer is properly notified of the birth or placement for adoption, and the child is enrolled within 30 days of the birth or placement for adoption.

Notification of a qualifying event

You are responsible for notifying Blue Shield in writing of the Subscriber's death or Medicare entitlement, of divorce, legal separation, termination of a domestic partnership, or a Dependent's loss of Dependent status under this plan. This notice must be given within 60 days of the date of the qualifying event. Failure to

provide such notice within 60 days will disqualify you from receiving continuation coverage under Cal-COBRA.

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

When Blue Shield is notified that a qualifying event has occurred, Blue Shield will, within 14 days, provide you with written notice of your right to continue group coverage under this plan. You must then give Blue Shield notice in writing of your election of continuation coverage within 60 days of the date of the notice of your right to continue group coverage, or the date coverage terminates due to the qualifying event, whichever is later. The written election notice must be delivered to Blue Shield by first-class mail or other reliable means.

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

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

Duration and extension of group continuation coverage

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

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

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

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

Payment of Premiums

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

case, the Premiums for months 19 through 36 will be 150 percent of the applicable group Premium rate.

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

Effective date of the continuation of group coverage

If your initial group continuation coverage is Cal-COBRA rather than COBRA, your Cal-COBRA coverage will begin on the date your coverage under this plan would otherwise end due to a qualifying event. Your coverage will continue for up to 36 months unless terminated due to an event described in the <u>Termination</u> of group continuation coverage section.

Termination of group continuation coverage

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

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

Continuation of group coverage while on leave

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

Family leave

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

Military leave

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

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

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

All Benefits are subject to:

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

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

See the <u>Exclusions and limitations</u> section for more information about Benefit exclusions and limitations.



See the <u>Summary of Benefits</u> section for your **Cost Share** for Covered Services.

Acupuncture services

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

Benefits are available for acupuncture services for the treatment of nausea or as part of a comprehensive pain management program for the treatment of chronic pain. Acupuncture services must be provided by a Physician, licensed acupuncturist, or other appropriately licensed or certified Health Care Provider.

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

Allergy testing and immunotherapy Benefits

Benefits are available for allergy testing and immunotherapy services.

Benefits include:

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

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

• Allergy serum injections.

This Benefit does not include:

• Blood testing for allergies.

Ambulance services

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

Benefits include:

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

Bariatric surgery Benefits

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

Services for residents of designated California counties

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

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

Travel expense reimbursement for residents of designated counties

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

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



Expense type	Maximum reimbursement	Limitations & exclusions
Transportation to and from the facility	\$130/roundtrip	 Maximum of 3 roundtrips (pre-surgery, surgery, follow-up) 1 companion is covered for a maximum of 2 roundtrips (surgery & surgery follow-up)
Hotel accommodations	\$100/day	 Maximum of 2 trips, 2 days/trip (pre-surgery & post-surgery follow-up) for you and 1 companion 1 companion alone may be reimbursed for a maximum of 4 days during your surgery admission Hotel stays are limited to 1 double-occupancy room. Only the room is covered. All other hotel expenses are excluded
Related reasonable expenses	\$25/day/Member	 Maximum of 4 days/trip Expenses for tobacco, alcohol, drugs, phone, television, delivery, and recreation are excluded

Services for residents of non-designated counties

If you do not reside in a designated county, bariatric surgery services are covered like other surgery services from Participating or Non-Participating Providers. See the <u>Hospital services</u> and <u>Physician and other professional services</u> sections for more information.

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

Chiropractic services

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

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

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

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

<u>Clinical trials for treatment of cancer or life-threatening diseases or</u> conditions Benefits

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

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

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

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

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

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

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

- o The Agency for Health Care Research and Quality;
- o The Centers for Medicare & Medicaid Services; or

 A designated Agency affiliate or research entity as described in the Affordable Care Act, including the Departments of Veterans Affairs, Defense, or Energy if the study has been reviewed and approved according to Health and Human Services guidelines.

Diabetes care services

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

Devices, equipment, and supplies

Covered diabetic devices, equipment, and supplies include:

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

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

Self-management training and medical nutrition therapy

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

<u>Diagnostic X-ray, imaging, pathology, laboratory, and other testing</u> services

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

Benefits include:

- Diagnostic and therapeutic imaging services, such as X-rays and ultrasounds;
- Radiological and nuclear imaging, including CT, PET, and MRI scans;
- COVID-19 diagnostic testing, screening testing, and related healthcare services. Medical Necessity requirements do not apply for COVID-19 screening testing;

Reimbursement for over-the-counter at-home COVID-19 tests. The
reimbursement is allowed for up to 8 tests per Member per month. See the
<u>Claims</u> section for information about how to submit a claim for repayment for
this Benefit;

- Sexually transmitted disease home testing kits, including any laboratory costs
 of processing the kit. A Physician or other Health Care Provider's order must
 be provided for coverage;
- Clinical pathology services;
- Laboratory services;
- Other areas of diagnostic testing, including respiratory, neurological, vascular, cardiological, genetic, and cerebrovascular; and
- Prenatal diagnosis of genetic disorders of the fetus in cases of high-risk pregnancy.

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

For services provided by Participating Providers, Blue Shield will waive Cost Shares for COVID-19 diagnostic testing, screening testing, and related services. During the federal COVID-19 Public Health Emergency, Blue Shield will waive Cost Shares for COVID-19 diagnostic testing and related services from Non-Participating Providers.

Blue Shield encourages Members to seek services from Participating Providers to avoid paying extra fees. Some Non-Participating Providers may charge extra fees that are not covered by Blue Shield. Any fees not covered by Blue Shield will be the Member's responsibility. See the <u>How to access care</u> section for information about Participating and Non-Participating Providers.

Dialysis Benefits

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

Benefits include:

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

Benefits do not include:

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

<u>Durable medical equipment</u>

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

Benefits include:

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

Benefits do not include:

- Environmental control and hygienic equipment, such as air conditioners, humidifiers, dehumidifiers, or air purifiers;
- Exercise equipment;
- Routine maintenance, repair, or replacement of DME due to loss or misuse, except when authorized;
- Self-help or educational devices;
- Speech or language assistance devices, except as specifically listed;
- Wigs;
- Adult eyewear;
- Video-assisted visual aids for diabetics;
- Generators:
- Any other equipment not primarily medical in nature; or
- Backup or alternate equipment.

Asthma inhalers and inhaler spacers are covered under the Prescription Drug Benefit.

See the <u>Diabetes care services</u> section for more information about devices, equipment, and supplies for the management and treatment of diabetes.

Orthotic equipment and devices

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

Benefits include:

- Shoes only when permanently attached to orthotic devices;
- Special footwear required for foot disfigurement caused by disease, disorder, accident, or developmental disability;
- Knee braces for post-operative rehabilitation following ligament surgery, instability due to injury, and to reduce pain and instability for patients with osteoarthritis;
- Custom-made rigid orthotic shoe inserts ordered by a Physician or podiatrist and used to treat mechanical problems of the foot, ankle, or leg by

preventing abnormal motion and positioning when improvement has not occurred with a trial of strapping or an over-the-counter stabilizing device;

- Device fitting and adjustment;
- Device replacement at the end of its expected lifespan; and
- Repair due to normal wear and tear.

Benefits do not include:

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

Prosthetic equipment and devices

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

Benefits include:

- Tracheoesophageal voice prosthesis (e.g. Blom-Singer device) and artificial larynx for speech after a laryngectomy;
- Artificial limbs and eyes;
- Internally-implanted devices such as pacemakers, intraocular lenses, cochlear implants, osseointegrated hearing devices, and hip joints, if surgery to implant the device is covered;
- Contact lenses to treat eye conditions such as keratoconus or keratitis sicca, aniridia, or to treat aphakia following cataract surgery when no intraocular lens has been implanted;
- Supplies necessary for the operation of prostheses;
- Device fitting and adjustment;
- Device replacement at the end of its expected lifespan; and
- Repair due to normal wear and tear.

Benefits do not include:

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

Emergency Benefits

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



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

Benefits include:

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

After your condition stabilizes

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

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

Stabilization is medical treatment necessary to assure, with reasonable medical probability, that no material deterioration of the condition is likely to result from, or occur during, your release from medical care or transfer from a facility. With respect to a pregnant woman who is having contractions, when there is inadequate time to safely transfer her to another Hospital before delivery or the transfer may pose a threat to the health or safety of the woman or unborn child, stabilize means delivery, including the placenta. Post-stabilization care is Medically Necessary treatment received after the treating Physician determines the Emergency Medical Condition is stabilized.

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

Family planning and Infertility Benefits

Family planning

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

Benefits include:

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

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

Family planning services may also be covered under the Preventive Health Services Benefit and the Prescription Drug Benefit.

Infertility Benefits

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

Fertility preservation services

Fertility preservation services are covered for Members undergoing treatment or receiving Covered Services that may directly or indirectly cause introgenic Infertility. Under these circumstances, standard fertility preservation services are a Covered Service and do not fall under the scope of Infertility Benefits described in the <u>Family Planning and Infertility Benefits</u> section.

Home health services

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

Home health agency services

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

Benefits include:

- Intermittent home care for skilled services from:
 - o Reaistered nurses:
 - Licensed vocational nurses;
 - Physical therapists;
 - Occupational therapists;
 - Speech and language pathologists;
 - Licensed clinical social workers; and
 - Home Health Aides:
- Related medical supplies.

Intermittent home care is for skilled services you receive:

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

Benefits are limited to a visit maximum as shown in the <u>Summary of Benefits</u> section for home health agency visits. For this Benefit, coverage includes:

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

Benefits do not include:

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

Home infusion and injectable medication services

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

Benefits include:

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

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

This Benefit does not include:

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

Hemophilia home infusion services

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

Benefits include:

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

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

Benefits do not include:

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

Most Participating home health care and home infusion agencies are not Participating Hemophilia Home Infusion Providers. A list of Participating Hemophilia Home Infusion Providers is available at <u>blueshieldca.com</u>.

Hospice program services

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

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

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

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

Benefits include:

- Pre-Hospice consultation to discuss care options and symptom management;
- Advance care planning;
- Skilled Nursing Services;
- Medical direction and a written treatment plan approved by a Physician;
- Continuous Nursing Services provided by registered or licensed vocational nurses, eight to 24 hours per day;
- Home Health Aide services, supervised by a nurse;
- Homemaker services, supervised by a nurse, to help you maintain a safe and healthy home environment;
- Medical social services;
- Dietary counseling;
- Volunteer services by a Hospice agency;
- Short-term inpatient, Hospice house, or Hospice care, if required;
- Drugs, medical equipment, and supplies;

 Physical therapy, occupational therapy, and speech-language pathology services to control your symptoms or help your ability to perform Activities of Daily Living;

- Respiratory therapy;
- Occasional, short-term inpatient respite care when necessary to relieve your primary caregiver or family members, up to five days at a time;
- Bereavement services for your family; and
- Social services, counseling, and spiritual services for you and your family.

Benefits do not include:

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

Hospital services

Benefits are available for inpatient care in a Hospital.

Benefits include:

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

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

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

Benefits include:

- Treatment of gum tumors;
- Stabilization of natural teeth after traumatic injury independent of disease, illness, or any other cause;

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

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

Benefits do not include:

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

Mental Health and Substance Use Disorder Benefits

Blue Shield's Mental Health Service Administrator (MHSA) administers Mental Health and Substance Use Disorder services from MHSA Participating Providers for Members in California. Blue Shield administers Mental Health and Substance Use Disorder services from MHSA Non-Participating Providers for Members in California. See the <u>Out-of-area services</u> section for an explanation of how Benefits are administered for out-of-state services. Mental health services provided through Teladoc are administered by Blue Shield, not the MHSA. See the <u>Teladoc</u> section for more information.

The MHSA Participating Provider must get prior authorization from the MHSA for all non-emergency Hospital admissions for Mental Health and Substance Use Disorder services, and for certain outpatient Mental Health and Substance Use Disorder services. See the <u>Medical Management Programs</u> section for more information about prior authorization.

The MHSA Participating Providers network is separate from Blue Shield's Participating Provider network. Visit <u>blueshieldca.com</u> and click on Find a Doctor to access the MHSA Participating Provider network.

Office visits

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

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

Other Outpatient Mental Health and Substance Use Disorder Services

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

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

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

Benefits do not include:

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

Inpatient Services

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

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

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

Pediatric dental Benefits

Pediatric dental Benefits are available through the end of the month in which the covered Member turns 19 years old. A contracted Dental Plan Administrator (DPA) administers Blue Shield's pediatric dental Benefits. The DPA's network of DPA Participating Providers renders Dental Care Services to Members. The DPA also serves as the claims administrator for processing claims received from DPA Non-Participating Providers.

If you have any questions about DPA Participating Providers or Benefits, visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or contact dental customer service at (888) 702-4171.

Pediatric dental Benefits covered by this plan are described in the <u>Pediatric dental</u> Benefits table.

See the <u>Pediatric dental exclusions</u> and <u>Pediatric dental limitations</u> sections for information on exclusions and limitations for your Pediatric dental Benefits.

DPA Participating Providers

The status of a DPA Participating Provider may change. To receive Benefits at the DPA Participating Provider Cost Share, it is your responsibility to confirm that your Dentist is a DPA Participating Provider before you access Covered Services. To confirm that your Dentist is a DPA Participating Provider, visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or contact dental customer service at (888) 702-4171.

DPA Non-Participating Providers

This plan allows you to access most pediatric dental Benefits from DPA Non-Participating Providers. The <u>Summary of Benefits</u> section tells you which pediatric dental Benefits can be obtained from DPA Non-Participating Providers.

Coordination of dental Benefits

This plan includes an embedded pediatric dental Benefit. For purposes of coordinating Benefits, if you purchase a Family dental plan that includes a supplemental pediatric dental plan, the embedded pediatric dental Benefits covered under this plan will be paid first. For the purposes of coordinating Benefits, this medical plan is your primary pediatric dental Benefit plan and the Family pediatric dental plan is the secondary pediatric dental Benefit plan.

Alternate Benefits provision

An alternate benefits provision allows a Benefit to be paid based on an alternate procedure that is professionally acceptable and more cost-effective. This plan's alternate benefits provision is as follows: if dental standards indicate that a condition can be treated by a less costly alternative to the service proposed by the attending Dentist, the DPA will pay for Benefits based upon the less costly service. Any difference in cost between the proposed service and the less costly alternative is your financial responsibility.

Emergency Dental Conditions

Benefits are available for stabilization of an Emergency Dental Condition. Services for an Emergency Dental Condition are covered at the Participating Provider Cost Share, even if you receive treatment from a Non-Participating Provider. For the lowest out-of-pocket expenses, you can go to a DPA Participating Provider for follow-up dental care you need after your condition has stabilized.

Pediatric vision Benefits

Benefits are available for pediatric vision services from ophthalmologists, optometrists, and opticians.

Pediatric vision Benefits are available through the end of the month in which the covered Member turns 19 years old. A contracted Vison Plan Administrator (VPA) administers Blue Shield's pediatric vision Benefits. The VPA's network of VPA Participating Providers renders vision services to Members. The VPA also serves as the claims administrator for processing claims received from VPA Participating Providers and Non-Participating Providers.

If you have any questions about VPA Participating Providers or Benefits, visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or contact vision customer service at (877) 601-9083.

Benefits include:

- One comprehensive eye exam per Calendar Year. A comprehensive exam is a general evaluation of the complete visual system. It includes a history, a general medical observation, an external and ophthalmoscopic exam, an evaluation of gross visual fields, a basic sensorimotor exam, and a refractive exam. If indicated, it can include biomicroscopy, tonometry, or an exam for cycloplegia or mydriasis. The presence of trauma, severe inflammation, or other contraindication may prevent the provider from performing a complete exam. Dilation is included if professionally indicated. The comprehensive exam may occur in one session, or more than one if Medically Necessary.
 - When you choose standard or non-standard contact lenses instead of eyeglasses, you are eligible for contact lens fitting and evaluation services once in a consecutive 12-month period by a VPA Participating Provider if administered at the same time as the covered comprehensive examination up to the Benefit Allowance with a maximum of two follow up visits. For non-standard specialty contact lenses (including, but not limited to, toric, multifocal, and gas permeable lenses), you are responsible for the difference between the amount Blue Shield pays and the amount billed by the VPA Participating Provider.
- One of the following in a Calendar Year:
 - One pair of eyeglass lenses which include choice of glass, plastic, or polycarbonate lenses, all lens powers (single vision, bifocal, trifocal, lenticular), fashion and gradient tinting, ultraviolet protective coating, and oversized and glass-grey #3 prescription sunglass lenses (Note:

- Polycarbonate lenses are covered in full for children, monocular patients, and patients with prescriptions > +/- 6.00 diopters);
- Elective contact lenses that are chosen for cosmetic or convenience purposes and are not Medically Necessary; or
- Non-elective (Medically Necessary) contact lenses prescribed following cataract surgery, or when contact lenses are the only means to correct visual acuity to 20/40 for keratoconus, 20/60 for anisometropia, or for certain conditions of myopia (12 or more diopters), or hyperopia (7 or more diopters) astigmatism (over 3 diopters). Contact lenses may also be Medically Necessary in the treatment of the following conditions: pathological myopia, aphakia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, and irregular astigmatism. A report from the provider and prior authorization from the VPA is required.
- One eyeglass frame in a Calendar Year.
- Low Vision testing once in a consecutive five Calendar Year period. The need for Low Vision testing is determined during a comprehensive eye exam. Low Vision testing may be obtained only from a VPA Participating Provider specializing in Low Vision care.
 - A VPA Participating Provider may prescribe optical devices, such as high-power eyeglasses, magnifiers, or telescopes, to maximize the remaining usable vision. One optical device per Calendar Year is covered. A report from the provider conducting the initial exam and prior authorization from the VPA are required for both the exam and any prescribed optical device.
- One diabetic management referral to a Blue Shield disease management program per Calendar Year. The VPA will notify Blue Shield's disease management program after the annual comprehensive eye exam when the Member is known to have or to be at risk for diabetes.

Benefits do not include:

- Any eye exam required by as a condition of employment.
- Orthoptics or vision training, subnormal vision aids, or non-prescription lenses for glasses when no Vision Prescription Change is indicated.
- Replacement or repair of lost or broken lenses or frames, except as listed in this Evidence of Coverage.
- Medical or surgical treatment of the eyes, except as covered under the Hospital services and Physician and other professional services Benefits.

VPA Participating Providers

The status of a VPA Participating Provider may change. To receive Benefits at the VPA Participating Provider Cost Share, it is your responsibility to confirm that your provider is a VPA Participating Provider before you access Covered Services. To confirm that your provider is a VPA Participating Provider, visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or contact vision customer service at (877) 601-9083.

VPA Non-Participating Providers

This plan allows you to access most pediatric vision Benefits from VPA Non-Participating Providers. The <u>Summary of Benefits</u> section tells you which pediatric vision Benefits can be obtained from VPA Non-Participating Providers.

Physician and other professional services

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

Benefits include:

- Office visits for examination, diagnosis, counseling, education, consultation, and treatment;
- Specialist office visits;
- Urgent care center visits;
- Second medical opinions;
- Administration of injectable medications;
- Outpatient services;
- Inpatient services in a Hospital, Skilled Nursing Facility, residential treatment center, or emergency room;
- Home visits;
- Telehealth consultations, provided remotely via communication technologies, for examination, diagnosis, counseling, education, and treatment. Coverage for these services will be on the same basis and to the same extent as a service conducted in person;
- and
- Teladoc general medical consultations.

See the <u>Mental Health and Substance Use Disorder Benefits</u> section for information on Mental Health and Substance Use Disorder office visits and Other Outpatient Mental Health and Substance Use Disorder services.

Medical nutrition therapy

Benefits are provided for office visits for medical nutrition therapy for conditions other than diabetes. Treatment must be prescribed by a Physician and provided by a Registered Dietitian Nutritionist or other appropriately-licensed or certified Health Care Provider. You can continue to receive medical nutrition therapy as long as your treatment is Medically Necessary. Blue Shield may periodically review the provider's treatment plan and records for Medical Necessity. See the <u>Diabetes care services</u> section for information about medical nutrition therapy for diabetes.

PKU formulas and special food products

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

Benefits include:

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

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

Benefits do not include:

Grocery store foods used by the general population; or

• Food that is naturally low in protein, unless specially formulated to have less than one gram of protein per serving.

Podiatric services

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

Pregnancy and maternity care

Benefits are available for maternity care services.

Benefits include:

- Prenatal care;
- Postnatal care:
- Involuntary complications of pregnancy;
- Inpatient Hospital services including labor, delivery, and postpartum care;
- Elective newborn circumcision within 18 months of birth; and
- Abortion and abortion-related services, including preabortion and followup services.

See the <u>Diagnostic X-ray, imaging, pathology, and laboratory services</u> and <u>Preventive Health Services</u> sections for information about coverage of genetic testing and diagnostic procedures related to pregnancy and maternity care.

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

Prescription Drug Benefits

Benefits are available for outpatient prescription Drugs. Outpatient prescription Drugs are self-administered Drugs approved by the U.S. Food and Drug Administration (FDA) for sale to the public through retail or mail-order pharmacies that are prescribed and are not provided for use on an inpatient basis. Drugs also include diabetic testing supplies and self-applied continuous blood glucose monitors.

A Physician or Health Care Provider must prescribe all Drugs covered under this Benefit, including over-the-counter items. You must obtain all Drugs from a Participating Pharmacy, except as noted below. Drugs, items, and services that are not covered under this Benefit are listed in the <u>Exclusions and limitations</u> section.

Some Drugs, most Specialty Drugs, and prescriptions for Drugs exceeding specific quantity limits require prior authorization to be covered. The prior authorization process is described in the <u>Prior authorization/exception request/step therapy process</u> section. You or your Physician may request prior authorization from Blue Shield.

Outpatient Drug Formulary

Blue Shield's Drug Formulary is a list of FDA-approved Generic and Brand Drugs. This list helps Physicians or Health Care Providers prescribe Medically Necessary and cost-effective Drugs. Drugs not listed on the Formulary may be covered when approved by Blue Shield through the exception request process.

Blue Shield's Formulary is established and maintained by Blue Shield's Pharmacy and Therapeutics (P&T) Committee. This committee consists of Physicians and pharmacists responsible for evaluating Drugs for relative safety, effectiveness, evidence-based health benefit, and comparative cost. The committee also reviews new Drugs, dosage forms, usage, and clinical data to update the Formulary four times a year. Your Physician or Health Care Provider might prescribe a Drug even though it is not included in the Blue Shield Formulary.

The Formulary is divided into Drug tiers. The tiers are described in the chart below. Your Copayment or Coinsurance will vary based on the Drug tier. Drugs are placed into tiers based on recommendations made by the P&T Committee.

#	Formulary Drug tiers
Drug Tier	Description
Tier 1	Most Generic Drugs and low-cost preferred Brand Drugs
Tier 2	 Non-preferred Generic Drugs Preferred Brand Drugs Any other Drugs recommended by the P&T Committee based on drug safety, efficacy, and cost
Tier 3	 Non-preferred Brand Drugs Drugs recommended by the P&T Committee based on drug safety, efficacy, and cost Drugs that generally have a preferred and often less costly therapeutic alternative at a lower tier
Tier 4	 Drugs that are biologics, and Drugs the FDA or drug manufacturer requires to be distributed through Network Specialty Pharmacies Drugs that require you to have special training or clinical monitoring Drugs that cost the plan more than \$600 (net of rebates) for a one-month supply



Visit <u>blueshieldca.com/pharmacy</u>, use the Blue Shield mobile app, or contact Customer Service for more information on the **Drug Formulary** or to request a printed copy of the Formulary.

Obtaining outpatient prescription Drugs at a Participating Pharmacy

You must present a Blue Shield ID card at a Participating Pharmacy to obtain prescription Drugs. You can obtain prescription Drugs at any retail Participating Pharmacy unless the Drug is a Specialty Drug. See the <u>Obtaining Specialty Drugs from a Network Specialty Pharmacy</u> section for more information. If you obtain Drugs at a Non-Participating Pharmacy, Blue Shield will deny the claim and will not pay anything toward the cost of the Drugs, unless they are for a covered emergency.



Visit <u>blueshieldca.com/pharmacy</u> or use the Blue Shield mobile app to locate a **retail Participating Pharmacy**.

You must pay the applicable Copayment or Coinsurance for each prescription Drug purchased from a Participating Pharmacy. When the Participating Pharmacy's contracted rate is less than your Copayment or Coinsurance, you only pay the contracted rate. This amount will apply to any applicable Deductible and Out-of-Pocket Maximum. There is no Copayment or Coinsurance for generic, FDA-approved contraceptive Drugs and devices obtained from a Participating Pharmacy. Brand contraceptives are covered without a Copayment or Coinsurance only when Medically Necessary.

Drugs not listed on the Formulary may be covered if Blue Shield approves an exception request. If an exception request is approved, Drugs that are categorized as Tier 4 will be covered at the Tier 4 Copayment or Coinsurance. For all other Drugs that are approved as an exception, the Tier 3 Copayment or Coinsurance applies. If an exception is denied, the non-Formulary Drug is not covered and you are responsible for the entire cost of the Drug.

If you, your Physician, or your Health Care Provider selects a Brand Drug when a Generic Drug equivalent is available, you pay the difference in cost, plus the Tier 1 Copayment or Coinsurance. This is calculated by taking the difference between the Participating Pharmacy's contracted rate for the Brand Drug and the Generic Drug equivalent, plus the Tier 1 Copayment or Coinsurance. For example, you select Brand Drug A when there is an equivalent Generic Drug A available. The Participating Pharmacy's contracted rate for Brand Drug A is \$300 and the contracted rate for Generic Drug A is \$100. You would be responsible for paying the \$200 difference in cost, plus the Tier 1 Copayment or Coinsurance. This difference in cost does not apply to your Deductible or your Out-of-Pocket Maximum responsibility.

If you, your Physician, or your Health Care Provider believes the Brand Drug is Medically Necessary, you can request an exception to paying the difference in cost between the Brand Drug and Generic Drug equivalent through the Blue Shield prior authorization process. The request is reviewed for Medical Necessity. If the request is

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

approved, you pay only the applicable tier Copayment or Coinsurance for the Brand Drug.

See the <u>Prior authorization/exception request/step therapy process</u> section for more information on the prior authorization process and exception requests.

Blue Shield created a Patient Review and Coordination (PRC) program to help reduce harmful prescription drug misuse and the potential for abuse. Examples of harmful misuse include obtaining an excessive number of prescription medications or obtaining very high doses of prescription opioids from multiple providers or pharmacies within a 90-day period. If Blue Shield determines a Member is using prescription drugs in a potentially harmful, abusive manner, Blue Shield may, subject to certain exemptions and upon 90 days' advance notice, restrict a Member to obtaining all non-emergent outpatient prescriptions drugs at a single pharmacy home. This restriction applies for a 12-month period and may be renewed. The pharmacy home, a single Participating Pharmacy, will be assigned by Blue Shield or a Member may request to select a pharmacy home. Blue Shield may also require prior authorization for all opioid medications if sufficient medical justification for their use has not been provided. Members that disagree with their enrollment in the PRC program can file an appeal or submit a grievance to Blue Shield as described in the Grievance Process section. Members selected for participation in the PRC will receive a brochure with full program details, including participation exemptions. Any interested Member can request a PRC program brochure by calling Customer Service at the number listed on their Identification Card.

Obtaining extended day supply of outpatient prescription Drugs at a retail Participating Pharmacy

You also have an option to receive up to a 90-day supply of prescription Drugs at a pharmacy in the Rx90 Retail network when you take maintenance Drugs for an ongoing condition. If your Physician or Health Care Provider writes a prescription for less than a 90-day supply, the pharmacy will only dispense the amount prescribed.

You must pay the applicable retail pharmacy Drug Copayment or Coinsurance for each prescription Drug.

Visit blueshieldca.com for additional information about how to get a 90-day supply of prescription Drugs from retail pharmacies.

Obtaining outpatient prescription Drugs at a Non-Participating Pharmacy in an emergency

When you receive Drugs from a Non-Participating pharmacy for a covered emergency, you must pay for the prescription in full and then submit a claim form for reimbursement. See the <u>Claims</u> section under <u>Your payment information</u> for more information.

Obtaining outpatient prescription Drugs from the mail service pharmacy

You have an option to receive prescription Drugs from the mail service pharmacy when you take maintenance Drugs for an ongoing condition. This allows you to receive up to a 90-day supply of the Drug, which may save you money. You may enroll in this program online, by phone, or by mail. Once enrolled, please allow up to

14 days to receive the Drug. If your Physician or Health Care Provider submits a prescription for less than a 90-day supply, the mail service pharmacy will only dispense the amount prescribed. Specialty Drugs are not available from the mail service pharmacy.

You must pay the applicable mail service prescription Drug Copayment or Coinsurance for each prescription Drug.

Visit <u>blueshieldca.com</u> or use the Blue Shield mobile app for additional information about how to get prescription Drugs from the mail service pharmacy.

Obtaining Specialty Drugs from a Network Specialty Pharmacy

Specialty Drugs are Drugs that require coordination of care, close monitoring, or extensive patient training for self-administration that cannot be met by a retail pharmacy, and that are available at a Network Specialty Pharmacy. Specialty Drugs may also require special handling or manufacturing processes (such as biotechnology), restriction to certain Physicians or pharmacies, or reporting of certain clinical events to the FDA. Specialty Drugs generally have a higher cost.

Specialty Drugs are only available from a Network Specialty Pharmacy. A Network Specialty Pharmacy provides Specialty Drugs by mail or, at your request, will transfer the Specialty Drug to an associated retail store for pickup.

A Network Specialty Pharmacy offers 24-hour clinical services, coordination of care with Physicians, and reporting of certain clinical events associated with select Drugs to the FDA.

To be covered, most Specialty Drugs require prior authorization by Blue Shield, as described in the <u>Prior authorization/exception request/step therapy process</u> section.

Drug manufacturers or other third parties may offer Drug discounts or copayment assistance for certain Drugs. These types of programs can lower your out-of-pocket costs. If you receive any discounts at a Network Specialty Pharmacy, only the amount you pay will be applied to any applicable Deductible and Out-of-Pocket Maximum.

Visit <u>blueshieldca.com</u> for a complete list of Specialty Drugs or to select a Network Specialty Pharmacy.

Prior authorization/exception request/step therapy process

Some Drugs and Drug quantities require approval based on Medical Necessity before they are eligible for coverage under this Benefit. This process is prior authorization.

The following Drugs require prior authorization:

- Some Formulary Drugs, preferred Drugs, non-preferred Drugs, compounded medications, and most Specialty Drugs;
- Drugs exceeding the maximum allowable quantity based on Medical Necessity and appropriateness of therapy
- Some brand contraceptives, in order to be covered without a Copayment or Coinsurance; and
- A Brand Drug, when a Generic Drug equivalent is available, and you, your Physician, or your Health Care Provider is requesting coverage of the Brand

Drug without paying the difference in cost between the Brand Drug and the Generic Drug equivalent.

You pay the Tier 3 Copayment or Coinsurance for covered compounded medications.

You, your Physician, or your Health Care Provider may request prior authorization for the Drugs listed above by submitting supporting information to Blue Shield. If the request does not include all necessary supporting information, Blue Shield will notify the requestor within 72 hours in routine circumstances or within 24 hours in exigent circumstances. Once Blue Shield receives all required supporting information, Blue Shield will provide prior authorization approval or denial within 72 hours of receipt in routine circumstances or 24 hours in exigent circumstances. Exigent circumstances exist when you have a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or you are undergoing a current course of treatment using a non-Formulary Drug.

To request coverage for a non-Formulary Drug, you, your representative, your Physician, or your Health Care Provider may submit an exception request to Blue Shield. Once all required supporting information is received, Blue Shield will approve or deny the exception request, based on Medical Necessity, within 72 hours in routine circumstances or 24 hours in exigent circumstances.

Step therapy is the process of beginning therapy for a medical condition with Drugs considered first-line treatment or that are more cost-effective, then progressing to Drugs that are the next line in treatment or that may be less cost-effective. Step therapy requirements are based on how the FDA recommends that a Drug should be used, nationally recognized treatment guidelines, medical studies, information from the Drug manufacturer, and the relative cost of treatment for a condition. If your Physician or Health Care Provider believes that step therapy coverage requirements for a prescription need not be met and that the Drug is Medically Necessary, the step therapy exception process must be used and timeframes previously described (within 72 hours in routine circumstances or within 24 hours in exigent circumstances) will also apply.

If Blue Shield denies a request for prior authorization or an exception request, you, your representative, your Physician, or your Health Care Provider can file a grievance with Blue Shield, as described in the *Grievance process* section.

Limitation on quantity of Drugs that may be obtained per prescription or refill

Except as otherwise stated in this section, you may receive up to a 30-day supply of outpatient prescription Drugs. If a Drug is available only in supplies greater than 30 days, you must pay the applicable retail Copayment or Coinsurance for each additional 30-day supply.

If you, your Physician, or your Health Care Provider request a partial fill of a Schedule II Controlled Substance prescription, your Copayment or Coinsurance will be prorated. The remaining balance of any partially filled prescription cannot be dispensed more than 30 days from the date the prescription was written.

Blue Shield has a short cycle Specialty Drug program. With your agreement, designated Specialty Drugs may be dispensed for a 15-day trial supply at a pro-rated Copayment or Coinsurance for the initial prescription. This program allows you to

receive a 15-day supply of the Specialty Drug to help determine whether you will tolerate it before you obtain the full 30-day supply. This program can help you save money if you cannot tolerate the Specialty Drug. The Network Specialty Pharmacy will contact you to discuss the advantages of the program, which you can elect at that time. You, your Physician, or your Health Care Provider may choose a full 30-day supply for the first fill.

If you agree to a 15-day trial, the Network Specialty Pharmacy will contact you prior to dispensing the remaining 15-day supply to confirm that you are tolerating the Specialty Drug.



Visit <u>blueshieldca.com/pharmacy</u> for a list of **Specialty Drugs** in the **short cycle Specialty Drug program**.

You may receive up to a 90-day supply of Drugs at a pharmacy in the Rx90 Retail network or from the mail service pharmacy. If your Physician or Health Care Provider writes a prescription for less than a 90-day supply, the pharmacy will dispense that amount and you are responsible for the applicable Copayment or Coinsurance listed in the <u>Summary of Benefits</u> section. Refill authorizations cannot be combined to reach a 90-day supply.

Select over-the-counter drugs with a United States Preventive Services Task Force (USPSTF) rating of A or B may be covered at a quantity greater than a 30-day supply.

You may receive up to a 12-month supply of contraceptive Drugs.

You may refill covered prescriptions at a Medically Necessary frequency.

Preventive Health Services

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

Benefits include:

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

- Pediatrics, the Advisory Committee on Immunization Practices, and the American Academy of Family Physicians;
- Evidence-informed preventive care and screenings for infants, children, and adolescents as listed in the comprehensive guidelines supported by the Health Resources and Services Administration, including screening for risk of lead exposure and blood lead levels in children at risk for lead poisoning;
- Adverse Childhood Experiences screenings;
- California Prenatal Screening Program; and
- Additional preventive care and screenings for women not described above as provided for in comprehensive guidelines supported by the Health Resources and Services Administration. See the <u>Family planning Benefits</u> section for more information.

If there is a new recommendation or guideline in any of the resources described above, Blue Shield will have at least one year to implement coverage. The new recommendation will be covered as a Preventive Health Service in the plan year that begins after that year. However, for COVID-19 Preventive Health Services and Preventive Health Services for a disease for which the Governor of the State of California has declared a public health emergency, a new recommendation will be covered within 15 business days.



Visit <u>blueshieldca.com/preventive</u> for more information about **Preventive Health Services**.

Reconstructive Surgery Benefits

Benefits are available for Reconstructive Surgery services.

Benefits include:

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

Benefits do not include:

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

In accordance with the WHCRA, Reconstructive Surgery, and surgically implanted and non-surgically implanted prosthetic devices (including prosthetic bras), are covered for

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

either breast to restore and achieve symmetry following a mastectomy, and for the treatment of the physical complications of a mastectomy, including lymphedemas. For coverage of prosthetic devices following a mastectomy, see the <u>Durable medical</u> <u>equipment</u> section. Medically Necessary services will be determined by your attending Physician in consultation with you.

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

Rehabilitative and habilitative services

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

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

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

See the Hospital services section for information about inpatient rehabilitative Benefits.

See the <u>Home health services</u> and <u>Hospice program services</u> sections for information about coverage for rehabilitative and habilitative services provided in the home.

Physical therapy

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

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

Occupational therapy

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

Speech therapy

Speech therapy is used to develop, improve, and maintain vocal or swallowing skills that have not developed according to established norms or have been impaired by

a diagnosed illness or injury. Benefits are available for outpatient speech therapy for the treatment of:

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

Skilled Nursing Facility (SNF) services

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

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

Transplant services

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

Tissue and kidney transplants

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

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

Special transplants

Benefits are available for special transplants only if:

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

Special transplants are:

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

Donor services

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

Donor services include:

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

Urgent care services

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

See the <u>Out-of-area services</u> section for information on urgent care services outside California.

Exclusions and limitations

This section describes the general exclusions and limitations that apply to all your plan Benefits. Prescription Drug, pediatric dental, and pediatric vision Benefits have additional exclusions and limitations.

This section has the following tables:

- General exclusions and limitations (for medical Benefits);
- Outpatient prescription Drug exclusions and limitations;
- Pediatric dental exclusions; and
- Pediatric dental limitations.

鑩	General exclusions and limitations
1	This plan only covers services that are Medically Necessary. A Physician or other Health Care Provider's decision to prescribe, order, recommend, or approve a service or supply does not, in itself, make it Medically Necessary.
2	Routine physical examinations solely for:
	This exclusion does not apply to services deemed Medically Necessary Treatment of a Mental Health or Substance Use Disorder.
3	Hospitalization solely for X-ray, laboratory or any other outpatient diagnostic studies, or for medical observation.
4	Routine foot care items and services that are not Medically Necessary, including: Callus treatment; Corn paring or excision; Toenail trimming; Over-the-counter shoe inserts or arch supports; or Any type of massage procedure on the foot. This exclusion does not apply to items or services provided through a Participating Hospice Agency or covered under the diabetes care Benefit.
5	Home services, hospitalization, or confinement in a health facility primarily for rest, custodial care, or domiciliary care. Custodial care is assistance with Activities of Daily Living furnished in the home primarily for supervisory care or supportive services, or in a facility primarily to provide room and board.

\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	General exclusions and limitations
	Domiciliary care is a supervised living arrangement in a home-like environment for adults who are unable to live alone because of age-related impairments or physical, mental, or visual disabilities.
6	Continuous Nursing Services, private duty nursing, or nursing shift care, except as provided through a Participating Hospice Agency.
7	Prescription and non-prescription oral food and nutritional supplements. This exclusion does not apply to services listed in the <u>Home infusion and injectable medication services</u> and <u>PKU formulas and special food products</u> sections, or as provided through a Participating Hospice Agency. This exclusion does not apply to services deemed Medically Necessary Treatment of a Mental Health or Substance Use Disorder.
8	Hearing aids, hearing aid examinations for the appropriate type of hearing aid, fitting, and hearing aid recheck appointments.
9	For Members 19 and older: eye exams and refractions, lenses and frames for eyeglasses, lens options, treatments, and contact lenses, except as listed under the <u>Prosthetic equipment and devices</u> section.
	For all Members: video-assisted visual aids or video magnification equipment for any purpose, or surgery to correct refractive error.
10	Any type of communicator, voice enhancer, voice prosthesis, electronic voice producing machine, or any other language assistive device. This exclusion does not apply to items or services listed under the <u>Prosthetic equipment and devices</u> section.
11	Dental services and supplies for treatment of the teeth, gums, and associated periodontal structures, including but not limited to the treatment, prevention, or relief of pain or dysfunction of the temporomandibular joint and muscles of mastication. This exclusion does not apply to items or services provided under the Medical treatment of the teeth, gums, or jaw joints and jaw bones, Pediatric dental Benefits, and Hospital services sections.
12	Surgery that is performed to alter or reshape normal structures of the body to improve appearance. This exclusion does not apply to Medically Necessary treatment for complications resulting from cosmetic surgery, such as infections or hemorrhages.
13	Unless selected as an optional Benefit by your Employer, any services related to assisted reproductive technology (including associated services such as radiology, laboratory, medications, and procedures) including but not limited to the harvesting or stimulation of the human ovum, in vitro fertilization, Gamete Intrafallopian Transfer (GIFT) procedure, Zygote Intrafallopian Transfer (ZIFT), Intracytoplasmic sperm Injection (ICSI), pre-implantation genetic screening, donor services or procurement and storage of donor embryos, oocytes, ovarian

\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	General exclusions and limitations	
	tissue, or sperm, any type of artificial insemination, services or medications to treat low sperm count, services incident to or resulting from procedures for a surrogate mother who is otherwise not eligible for covered pregnancy and maternity care under a Blue Shield health plan, or services incident to reversal of surgical sterilization, except for Medically Necessary treatment of medical complications of the reversal procedure.	
14	Home testing devices and monitoring equipment. This exclusion does not apply to COVID-19 at-home testing kits, sexually transmitted disease home testing kits, or items specifically described in the <u>Durable medical equipment</u> or <u>Diabetes care services</u> sections.	
15	Preventive Health Services performed by a Non-Participating Provider, except laboratory services under the California Prenatal Screening Program.	
16	Services performed in a Hospital by house officers, residents, interns, or other professionals in training without the supervision of an attending Physician in association with an accredited clinical education program.	
17	Services performed by your spouse, Domestic Partner, child, brother, sister, or parent.	
	Services provided by an individual or entity that:	
18	 Is not appropriately licensed or certified by the state to provide health care services; Is not operating within the scope of such license or certification; or Does not maintain the Clinical Laboratory Improvement Amendments certificate required to perform laboratory testing services. 	
	This exclusion does not apply to Behavioral Health Treatment Benefits listed under the <u>Mental Health and Substance Use Disorder Benefits</u> section or to services deemed Medically Necessary Treatment of a Mental Health or Substance Use Disorder provided by an individual trainee, associate or applicant for licensure who is supervised as required by applicable law.	
	Select physical and occupational therapies, such as:	
19	 Massage therapy, unless it is a component of a multimodality rehabilitative treatment plan or physical therapy treatment plan; Training or therapy for the treatment of learning disabilities or behavioral problems; Social skills training or therapy; Vocational, educational, recreational, art, dance, music, or reading therapy; and Testing for intelligence or learning disabilities. 	

* =	General exclusions and limitations	
	This exclusion does not apply to services deemed Medically Necessary Treatment of a Mental Health or Substance Use Disorder.	
20	Weight control programs and exercise programs. This exclusion does not apply to nutritional counseling provided under the <u>Diabetes care services</u> section, or to services deemed Medically Necessary Treatment of a Mental Health or Substance Use Disorder, or Preventive Health Services.	
21	Services or Drugs that are Experimental or Investigational in nature.	
22	Services that cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (FDA), including, but not limited to: Drugs; Medicines; Supplements; Tests; Vaccines; Padioactive material. However, drugs and medicines that have received FDA approval for marketing for one or more uses will not be denied on the basis that they are being prescribed for an off-label use if the conditions set forth in California Health & Safety Code Section 1367.21 have been met.	
23	 o Oxygen saturation monitors; Prophylactic knee braces; and Bath chairs. 	
24	Member convenience items, such as internet, phones, televisions, guest trays, and personal hygiene items.	
25	Disposable supplies for home use except as provided under the <u>Durable</u> <u>medical equipment</u> , <u>Home health services</u> , and <u>Hospice program services</u> sections, or the Prescription Drug Benefit.	
26	Services incident to any injury or disease arising out of, or in the course of, employment for salary, wage, or profit if such injury or disease is covered by any workers' compensation law, occupational disease law, or similar legislation. However, if Blue Shield provides payment for such services, we will be entitled to establish a lien up to the amount paid by Blue Shield for the treatment of such injury or disease.	

舞	General exclusions and limitations
27	Transportation by car, taxi, bus, gurney van, wheelchair van, and any other type of transportation (other than a licensed ambulance or psychiatric transport van).
28	Drugs dispensed by a Physician or Physician's office for outpatient use.

差	Outpatient prescription Drug exclusions and limitations	
1	Drugs packaged in convenience kits that include non-prescription convenience items, unless the Drug is not otherwise available without the non-prescription convenience items. This exclusion will not apply to items used for the administration of diabetes or asthma Drugs.	
2	Drugs when prescribed for cosmetic purposes. This includes, but is not limited to, Drugs used to slow or reverse the effects of skin aging or to treat hair loss.	
3	Medical devices or supplies, except as listed in the <u>Durable medical equipment</u> section. This exclusion also applies to prescription preparations applied to the skin that are approved by the FDA as medical devices.	
4	Non-Formulary Drugs, unless an exception request is approved. See the Prescription Drug Benefits section for more information.	
5	Drugs obtained from a Non-Participating Pharmacy. This exclusion does not apply to Drugs obtained on an emergency basis.	
6	Drugs obtained from a pharmacy that is not licensed by the State Board of Pharmacy or included on a government exclusion list.	
7	Drugs that are available without a prescription (over-the-counter), including drugs for which there is an over-the-counter drug that has the same active ingredient and dosage as the prescription Drug. This exclusion will not apply to over-the-counter drugs with a United States Preventive Services Task Force (USPSTF) rating of A or B or to female over-the-counter contraceptive Drugs and devices when prescribed by a Physician.	
8	Prescription Drugs that are repackaged by an entity other than the original manufacturer.	
9	Replacement of lost, stolen, or destroyed Drugs.	
10	Immunizations and vaccinations solely for the purpose of travel.	
11	 Compounded medications unless all of the following requirements are met: A compounded medication includes at least one Drug; The compounded medication does not contain a bulk chemical (except for bulk chemicals that meet FDA criteria for use as part of a Medically Necessary compound); There are no FDA-approved, commercially-available, medically-appropriate alternatives; and The compounded medication is self-administered. 	

****	Pediatric dental exclusions	
1	Additional treatment costs incurred because a dental procedure is unable to be performed in the Dentist's office due to the general health and physical limitations of the Member.	
2	General anesthesia or intravenous/conscious sedation unless specifically listed as a Benefit in the <u>Summary of Benefits</u> section or on the pediatric dental Benefits table, or administered by a Dentist for a covered oral surgery.	
3	Cosmetic dental care.	
4	Treatment for which payment is made by any governmental agency, including any foreign government.	
5	Services of Dentists or other practitioners of healing arts not associated with the plan, except upon referral arranged by a Dental Provider and authorized by the DPA, or when required in a covered emergency.	
6	Hospital charges of any kind.	
7	Procedures, appliances, or restorations to correct congenital or developmental malformations, unless specifically listed in the <u>Summary of Benefits</u> section or on the pediatric dental Benefits table.	
8	Malignancies.	
9	Drugs not normally supplied in a dental office.	
	Dental Care Services administered by a pediatric Dentist, except when:	
10	 The Member child's primary Dental Provider is a pediatric Dentist; or The Member child is referred to a pediatric Dentist by the primary Dental Provider. 	
11	The cost of precious metals used in any form of dental Benefits.	
12	Loss or theft of dentures or bridgework.	
13	Charges for second opinions, unless previously authorized by the DPA.	

**************************************	Pediatric dental limitations
Preventive (D1000- D1999)	 Fluoride treatment (D1206 and D1208) is only a Benefit for prescription-strength fluoride products; Fluoride treatments do not include treatments that use fluoride with prophylaxis paste or the topical application of fluoride to the prepared portion of a tooth prior to restoration and applications of aqueous sodium fluoride; and The application of fluoride is only a Benefit for caries control and is reimbursed when covered as a full mouth treatment regardless of the number of teeth treated.
Restorative (D2000- D2999)	 Restorative services provided solely to replace tooth structure lost due to attrition, abrasion, erosion, or for cosmetic purposes; Restorative services when the prognosis of the tooth is questionable due to non-restorability or periodontal involvement; Restorations for primary teeth near exfoliation; Replacement of otherwise satisfactory amalgam restorations with resin-based composite restorations, unless a specific allergy has been documented by a medical specialist (allergist) on his or her professional letterhead or prescription; Prefabricated crowns for primary teeth near exfoliation; Prefabricated crowns for abutment teeth for cast metal framework partial dentures (D5213 and D5214); Prefabricated crowns provided solely to replace tooth structure lost due to attrition, abrasion, erosion, or for cosmetic purposes; Prefabricated crowns when the prognosis of the tooth is questionable due to non-restorability or periodontal involvement; Prefabricated crowns when a tooth can be restored with an amalgam or resin-based composite restoration; Restorative services provided solely to replace tooth structure lost due to attrition, abrasion, erosion, or for cosmetic purposes; Laboratory crowns when the prognosis of the tooth is questionable due to non-restorability or periodontal involvement; and Laboratory processed crowns when the tooth can be restored with an amalgam or resin-based composite.
Endodontic (D3000- D3999)	Endodontic procedures when the prognosis of the tooth is questionable due to non-restorability or periodontal involvement;

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<u> </u>	Pediatric dental limitations
	 Endodontic procedures when extraction is appropriate for a tooth due to non-restorability, periodontal involvement, or for a tooth that is easily replaced by an addition to an existing or proposed prosthesis in the same arch; and Endodontic procedures for third molars, unless the third molar occupies the first or second molar positions or is an abutment for an existing fixed or removable partial denture with cast clasps or rests.
Periodontal (D4000- D4999)	Tooth-bounded spaces shall only be counted in conjunction with osseous surgeries (D4260 and D4261) that require a surgical flap. Each tooth-bounded space shall only count as one tooth space regardless of the number of missing natural teeth in the space.
Prosthodontic (D5000- D5899)	 Prosthodontic services provided solely for cosmetic purposes; Temporary or interim dentures to be used while a permanent denture is being constructed; Spare or backup dentures; Evaluation of a denture on a maintenance basis; Preventative, endodontic, or restorative procedures for teeth to be retained for overdentures. Only extractions for the retained teeth are covered; Partial dentures to replace missing third molars; Laboratory relines (D5760 and D5761) for resin-based partial dentures (D5211and D5212); Laboratory relines (D5750, D5751, D5760, and D5761) within 12 months of chairside relines (D5730, D5731, D5740, and D5741); Chairside relines (D5730, D5731, D5740, and D5741) within 12 months of laboratory relines (D5750, D5751, D5760, and D5761); Tissue conditioning (D5850 and D5851) is only covered to heal unhealthy ridges prior to a definitive prosthodontic treatment; and Tissue conditioning (D5850 and D5851) is covered the same date of service as an immediate prosthesis that required extractions.
Implant (D6000- D6199)	 Implant services are covered only when exceptional medical conditions are documented and the services are considered Medically Necessary. Single tooth implants are not a Benefit.
Prosthodontic (Fixed)	Fixed partial dentures (bridgework); however, the fabrication of a fixed partial denture shall be considered

¥==	Pediatric dental limitations
(D6200- D6999)	 when medical conditions or employment preclude the use of a removable partial denture; Fixed partial dentures when the prognosis of the retainer (abutment) teeth is questionable due to non-restorability or periodontal involvement; Posterior fixed partial dentures when the number of missing teeth requested to be replaced in the quadrant does not significantly impact masticatory ability; Fixed partial denture inlay/onlay retainers (abutments) (D6545-D6634); and Cast resin bonded fixed partial dentures (Maryland Bridges).
Oral and Maxillofacial Surgery (D7000- D7999)	 The prophylactic extraction of third molars; Temporomandibular joint (TMJ) dysfunction procedures are limited to differential diagnosis and symptomatic care. TMJ treatment modalities that involve prosthodontics, orthodontics, and full or partial occlusal rehabilitation are not covered; TMJ dysfunction procedures solely for the treatment of bruxism; and Suture procedures (D7910, D7911 and D7912) for the closure of surgical incisions.
Orthodontic procedures are covered when Medically Necessary treat handicapping malocclusion, cleft palate, or facial growth management cases for Members under the age of 19, when price authorization is obtained. Medically Necessary orthodontic treatment is limited to the followinstances related to an identifiable medical condition. An initial orthodontic exam (D0140), called the Limited Oral Evaluation, mode conducted. This exam includes completion and submission on completed Handicapping Labio-Lingual Deviation (HLD) Score Swith the Specialty Referral Request Form. The HLD Score Sheet is preliminary measurement tool used in determining if the Member qualifies for Medically Necessary orthodontic services. Orthodontic procedures are covered only when the diagnostic everify a minimum score of 26 points on the HLD Index California Modification Score Sheet Form, DC016 (06/09), one of the six automatic qualifying conditions below exist; or when there is writted documentation of a craniofacial anomaly from a credentialed specialist on his or her professional letterhead. The immediate qualifying conditions are: • Cleft lip and or palate deformities; • Craniofacial Anomalies including the following:	



Pediatric dental limitations



- o Crouzon's syndrome;
- o Treacher-Collins syndrome;
- o Pierre-Robin syndrome; and
- Hemi-facial atrophy, Hemi-facial hypertrophy and other severe craniofacial deformities that result in a physically handicapping malocclusion as determined by our dental consultants;
- Deep impinging overbite, where the lower incisors are destroying the soft tissue of the palate and tissue laceration and/or clinical attachment loss are present. (Contact only does not constitute deep impinging overbite.);
- Crossbite of individual anterior teeth when clinical attachment loss and recession of the gingival margin are present, such as stripping of the labial gingival tissue on the lower incisors. Treatment of bi-lateral posterior crossbite is not covered;
- Severe traumatic deviation must be justified by attaching a description of the condition; and
- Overjet greater than 9mm or mandibular protrusion (reverse overjet) greater than 3.5mm.

The remaining conditions must score 26 or more to qualify (based on the HDL Index).

- Coverage for the following conditions is excluded:
 - Crowded dentitions (crooked teeth);
 - Excessive spacing between teeth;
 - Temporomandibular joint (TMJ) conditions and/or horizontal/vertical (overjet/overbite) discrepancies;
 - Treatment in progress prior to the effective date of coverage;
 - o Extractions required for orthodontic purposes;
 - Surgical orthodontics or jaw repositioning;
 - Myofunctional therapy;
 - o Macroglossia;
 - Hormonal imbalances;
 - Orthodontic retreatment when initial treatment was rendered under this plan or changes in orthodontic treatment necessitated by any kind of accident;
 - Palatal expansion appliances;
 - Services performed by outside laboratories; and
 - Replacement or repair of lost, stolen or broken appliances damaged due to the neglect of the Member.

Grievance process

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

<u>Submitting a grievance</u>

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

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

The fastest way to submit a grievance is online at <u>blueshieldca.com</u>. You can also submit the form by mail or begin the grievance process by calling Customer Service.

Where to mail grievances	
Type of grievance	Address
Medical and prescription Drug Benefits	Blue Shield of California Customer Service Appeals and Grievance P.O. Box 5588 El Dorado Hills, CA 95762
Mental Health and Substance Use Disorder services from an MHSA Participating Provider	Blue Shield of California Mental Health Service Administrator P.O. Box 719002 San Diego, CA 92171
Mental Health and Substance Use Disorder services from an MHSA Non-Participating Provider	Blue Shield of California Customer Service Appeals and Grievance P.O. Box 5588 El Dorado Hills, CA 95762
Pediatric dental Benefits	Blue Shield of California Dental Plan Administrator P.O. Box 30569 Salt Lake City, UT 84130

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E	Where to mail grievances		**** ****
Туре	of grievance	Address	
Pediatric vision Be	enefits	Blue Shield of California Vision Plan Administrator P.O. Box 25208 Santa Ana, CA 92799	

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

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

If Blue Shield denies an exception request for coverage of a non-Formulary Drug or step therapy, you may request an external exception request review. Blue Shield will ensure a decision within 72 hours. Blue Shield will make a decision within 24 hours when there are exigent circumstances related to denial of an exception request for a non-Formulary Drug or step therapy.

Expedited grievance request

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

Blue Shield will make a decision within three calendar days for expedited grievance requests related to:

- Medical Benefits:
- Mental Health and Substance Use Disorder services;
- Pediatric dental Benefits; and
- Pediatric vision Benefits.

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

California Department of Managed Health Care review

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at 1-888-319-5999 and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the Medical Necessity of a proposed service or treatment, coverage Questions? Visit blueshieldca.com, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

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decisions for treatments that are Experimental or Investigational, and payment disputes for emergency or urgent medical services.

The Department also has a toll-free telephone number (1-888-466-2219) and a TDD line (1-877-688-9891) for the hearing and speech impaired. The Department's Internet Web site (www.dmhc.ca.gov) has complaint forms, IMR application forms, and instructions online.

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

Independent medical review

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

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

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

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

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

ERISA review

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

Other important information about your plan

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

Your coverage, continued

Special enrollment period



For more information about special enrollment periods, see **Special enrollment period** on page 45 in the **Your coverage** section.

A special enrollment period is a timeframe outside of open enrollment when an Employee or Dependent can enroll in, or change enrollment in, this health plan through the Employer. The special enrollment period is 60 days following the date of a Triggering Event, unless a different period is specified below. When the loss of minimum essential coverage is anticipated, a special enrollment period also precedes the Triggering Event. The following are Triggering Events:

- Loss of minimum essential coverage for a reason other than:
 - Failure to pay premiums on a timely basis (including Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or Cal-COBRA premiums);
 - A situation that would allow a rescission, such as an intentional misrepresentation of a material fact on the application for coverage; or
 - o Other loss of coverage due to the fault of the enrollee. Additional 60-day period before Triggering Event applies.
- Loss or anticipated loss of coverage under an employer-sponsored health plan as a result of:
 - o With respect to the Employee:
 - The termination of employment (other than through gross misconduct);
 or
 - The reduction of hours of employment to less than the number of hours required for eligibility.
 - o With respect to the spouse, Domestic Partner and Dependent children:
 - The death of the Subscriber:
 - The termination of the Subscriber's employment (other than through the Subscriber's gross misconduct);
 - The reduction of the Subscriber's hours of employment to less than the number of hours required for eligibility;
 - The divorce or legal separation of the Subscriber from the Dependent spouse or termination of the domestic partnership;
 - The Subscriber's entitlement to benefits under Title XVIII of the Social Security Act ("Medicare");

- A Dependent child's loss of Dependent status under the generally applicable requirements of the plan; or
- The employer files for reorganization under Title XI of the United States Code, commencing on or after July 1, 1986 (COBRA only - when the Subscriber is covered as a retiree).
- Discontinuation of the employer's contribution toward Subscriber or Dependent coverage.
- Exhaustion of COBRA or Cal-COBRA continuation coverage.
- Loss of Medi-Cal coverage for pregnancy-related services or loss of access to CHIP unborn child coverage due to the birth of the child. Additional 60-day period before Triggering Event applies.
- Loss of Medicaid medically needy coverage (only once per calendar year).
 Additional 60-day period before Triggering Event applies.
- The Employee or Dependent was eligible for coverage under the Healthy
 Families Program or Medi-Cal and such coverage was terminated due to loss of
 such eligibility, provided that enrollment is requested no later than 60 days after
 the termination of coverage.
- The Employee or Dependent is eligible for coverage under the Healthy Families Program or Medi-Cal premium assistance program, provided that enrollment is within 60 days of the notice of eligibility for these premium assistance programs.
- Acquiring or becoming a Dependent through marriage, establishment of domestic partnership, birth, adoption, placement for adoption, placement in foster care or through a child support order or other court order.
 - o If a parent is required to provide health insurance coverage for a child, and enrollment is requested by the Subscriber parent or upon presentation of a court order or request by the non-Subscriber parent, the local child support agency, or person having custody of the child, or the Medi–Cal program as described in Sections 3751.5 and 3766 of the Family Code.
- An Employee's or Dependent's enrollment or non-enrollment in a health plan is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or agent of Blue Shield, Covered California, or the Department of Health and Human Services (HHS), evaluated and determined by Covered California. In such cases the action may be taken to correct or eliminate the effects of such error, misrepresentation, or inaction.
- An Employee or Dependent demonstrates that they did not enroll in a health plan during the immediately preceding enrollment period available to the individual because they were misinformed that they were covered under minimum essential coverage.
- An Employee or Dependent demonstrates that the health plan in which they are enrolled substantially violated a material provision of its contract in relation to the Employee or Dependent.
- An Employee or Dependent gains access to a new health plans as a result of a permanent move; and
 - Had minimum essential coverage for one or more days during the 60 days preceding the date of the move; or
 - Lived in a foreign country or in a United States territory for one or more days during the 60 days preceding the date of the move.

- An Employee or Dependent has been released from incarceration.
- An Employee or Dependent was receiving services from a contracting provider under another health benefit plan, as defined in Section 1399.845 of the Health & Safety Code or Section 10965 of the Insurance Code, for one of the conditions described in California Health & Safety Code Section 1373.96(c) and that provider is no longer participating in the health benefit plan.
- An Employee or Dependent is a member of an Indian tribe which is recognized
 as eligible for the special programs and services provided by the United States to
 Indians because of their status as Indians, as described in Title 25 of the United
 States Code Section 1603 (Special enrollment period is limited to once per month
 for this event).
- A Subscriber is a victim of domestic abuse or spousal abandonment, is enrolled in minimum essential coverage, and seeks to enroll in coverage separate from the perpetrator of the abuse or abandonment. A Dependent of a victim of domestic abuse or spousal abandonment who is on the same application as the victim may enroll in coverage at the same time as the victim.
- A Subscriber or Dependent:
 - Applies for coverage from Covered California during the annual open enrollment period or due to a Triggering Event, is assessed by the exchange as potentially eligible for Medi-Cal, and is determined ineligible for Medi-Cal either after open enrollment has ended or more than 60 days after the Triggering Event; or
 - o Applies for Medi-Cal during the annual open enrollment period, and is determined ineligible after open enrollment has ended.
- An Employee or Dependent was receiving services from a contracting provider under another health plan for one of the conditions eligible for completion of Covered Services and that provider is no longer participating in the other health plan.
- An Employee or Dependent is a member of the reserve forces of the United States military returning from active duty or a member of the California National Guard returning from active duty service under Title 32 of the United States Code.
- An Employee or Dependent demonstrates to the exchange, in accordance with HHS guidelines, that the individual meets other exceptional circumstances as the exchange may allow.
- An Employee or Dependent qualifies for continuation coverage as a result of a
 qualifying event, as described in the <u>Continuation of group coverage</u> section of
 this Evidence of Coverage.
- In the case of coverage offered through an HMO, or other network arrangement, that does not provide benefits to individuals who no longer reside, live, or work in a service area.
 - Individual plan: loss of coverage because the individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual).
 - o Group plan: loss of coverage because the individual no longer resides, lives, or works in the service area (whether or not within the choice of the individual and no other benefit package is available to the individual).
- A situation in which a Qualified Health Plan no longer offers any benefits to the class of similarly situated individuals that includes the individual.

Cancellation for Employer's nonpayment of Premiums

Premium grace period

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

Out-of-area services

Overview

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

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



See the <u>Care outside of California</u> section for more information about receiving care while outside of California. To find participating providers while outside of California, visit **bcbs.com**.

Inter-Plan Arrangements

Emergency Services

Members who experience an Emergency Medical Condition while traveling outside of California should seek immediate care from the nearest Hospital. The

Benefits of this plan will be provided anywhere in the world for treatment of an Emergency Medical Condition.

BlueCard® Program

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

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

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

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

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

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

Prior authorization may be required for non-emergency services. Please see the <u>Medical Management Programs</u> section for additional information on prior authorization and the <u>Emergency Benefits</u> section for information on emergency admission notification.

Non-participating providers outside of California

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

provider bills and the payment Blue Shield will make for Covered Services as set forth in this paragraph.

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

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

Blue Shield Global Core

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

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

If you need assistance locating a doctor or hospital outside the BlueCard® Service Area you should call the service center at (800) 810-BLUE (2583) or call collect at (804) 673-1177, 24 hours a day, seven days a week. Provider information is also available online at www.bcbs.com: select "Find a Doctor" and then "Blue Shield Global Core."

Prior authorization is not required for Emergency Services. In an emergency, go directly to the nearest hospital. Please see the <u>Medical Management Programs</u> section for additional information on emergency admission notification.

Submitting a Blue Shield Global® Core claim

When you pay directly for services outside the BlueCard® Service Area, you must submit a claim to obtain reimbursement. You should complete a Blue Shield Global® Core claim form and send the claim form along with the provider's itemized bill to the service center at the address provided on the form to initiate claims processing. Following the instructions on the claim form will help ensure timely processing of your claim. The claim form is available from Blue Shield Customer Service, the service center or online

at <u>www.bcbsglobalcore.com</u>. If you need assistance with your claim submission, you should call the service center at (800) 810-BLUE (2583) or call collect at (804) 673-1177, 24 hours a day, seven days a week.

Limitation for duplicate coverage

Medicare

Blue Shield will provide Benefits before Medicare when:

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

Blue Shield will provide Benefits after Medicare when:

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

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

Medi-Cal

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

Qualified veterans

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

Coverage by another government agency

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

Exception for other coverage

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

If you recover from a third party the reasonable value of Covered Services received from a Participating Provider, the Participating Provider is not required to accept the fees paid by Blue Shield as payment in full. You may be liable to the Participating Provider for the difference, if any, between the fees paid by Blue Shield and the reasonable value recovered for those services.

Reductions – third-party liability

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

- All recoveries you or your representatives obtain (whether by lawsuit, settlement, insurance, or otherwise), no matter how described or designated, must be used to reimburse Blue Shield in full for Benefits Blue Shield paid. Blue Shield's share of any recovery extends only to the amount of Benefits it has paid or will pay you or your representatives. For purposes of this provision, your representatives include, if applicable, your heirs, administrators, legal representatives, parents (if you are a minor), successors, or assignees. This is Blue Shield's right of recovery.
- Blue Shield's right to restitution, reimbursement, or other available remedy is against any recovery you receive as a result of the injury or illness. This includes any amount awarded to you or received by way of court judgment, arbitration award, settlement, or any other arrangement, from any third party or third-party insurer, related to the illness or injury (the "Recovery"), whether or not you have been "made whole" by the Recovery. The amount Blue Shield seeks as restitution, reimbursement, or other available remedy will be calculated in accordance with California Civil Code Section 3040.
- Blue Shield will not reduce its share of any Recovery unless, in the exercise of our discretion, Blue Shield agrees in writing to a reduction (1) because you do not receive the full amount of damages that you claimed or (2) because you had to pay attorneys' fees.

- You must cooperate in doing what is reasonably necessary to assist Blue Shield with its right of recovery. You must not take any action that may prejudice Blue Shield's right of recovery.
- You must tell Blue Shield promptly if you have made a claim against another
 party for a condition that Blue Shield has paid or may pay Benefits for. You
 must seek recovery of Blue Shield's payments and liabilities, and you must tell
 us about any recoveries you obtain, whether in or out of court. Blue Shield
 may seek a first priority lien on the proceeds of your claim in order to be
 reimbursed to the full amount of Benefits Blue Shield has paid or will pay.

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

Further, if you received services from a Participating Hospital for such injuries or illness, the Hospital has the right to collect from you the difference between the amount paid by Blue Shield and the Hospital's reasonable and necessary charges for such services when payment or reimbursement is received by you for medical expenses. The Hospital's right to collect shall be in accordance with California Civil Code Section 3045.1.

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

- Ensure that any recovery is kept separate from and not comingled with any other funds or your general assets;
- Agree in writing that the portion of any recovery required to satisfy the lien or other right of recovery of Blue Shield is held in trust for the sole benefit of Blue Shield until such time it is conveyed to Blue Shield; and
- Direct any legal counsel retained by you or any other person acting on your behalf to hold that portion of the recovery to which Blue Shield is entitled in trust for the sole benefit of Blue Shield and to comply with and facilitate the reimbursement to Blue Shield of the monies owed.

Coordination of benefits, continued

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

- When a plan does not have a coordination of benefits provision, that plan will always provide its benefits first. Otherwise, the plan covering you as an Employee will provide its benefits before the plan covering you as a Dependent.
- Coverage for Dependent children:

- When the parents are not divorced or separated, the plan of the parent whose date of birth (month and day) occurs earlier in the year is primary.
- When the parents are divorced and the specific terms of the court decree state that one of the parents is responsible for the health care expenses of the child, the plan of the responsible parent is primary.
- When the parents are divorced or separated, there is no court decree, and the parent with custody has not remarried, the plan of the custodial parent is primary.
- When the parents are divorced or separated, there is no court decree, and the parent with custody has remarried, the order of payment is as follows:
 - The plan of the custodial parent;
 - The plan of the stepparent; then
 - The plan of the non-custodial parent.
- If the above rules do not apply, the plan which has covered you for the longer period of time is the primary plan. There may be exceptions for laid-off or retired Employees.
- When Blue Shield is the primary plan, Benefits will be provided without
 considering the other group health plan. When Blue Shield is the secondary
 plan and there is a dispute as to which plan is primary, or the primary plan
 has not paid within a reasonable period of time, Blue Shield will provide
 Benefits as if it were the primary plan.
- Anytime Blue Shield makes payments over the amount they should have paid
 as the primary or secondary plan, Blue Shield reserves the right to recover the
 excess payments from the other plan or any person to whom such payments
 were made.

These coordination of benefits rules do not apply to the programs included in the <u>Limitation for Duplicate Coverage</u> section.

General provisions

Independent contractors

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

Assignment

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

Plan interpretation

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

Public policy participation procedure

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

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

Sr. Manager, Regulatory Filings Blue Shield of California 601 12th Street Oakland, CA 94607

Phone: 415-229-5065

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

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

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

Access to information

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

Right of recovery

Whenever payment on a claim is made in error, Blue Shield has the right to recover such payment from the Subscriber or, if applicable, the provider or another health benefit plan, in accordance with applicable laws and regulations. With notice, Blue estions? Visit blueshielded compuse the Blue Shield mobile gap, or call Customer Service at 1-888-318-

Shield reserves the right to deduct or offset any amounts paid in error from any pending or future claim to the extent permitted by law. Circumstances that might result in payment of a claim in error include, but are not limited to, payment of benefits in excess of the benefits provided by the health plan, payment of amounts that are the responsibility of the Subscriber (Cost Share or similar charges), payment of amounts that are the responsibility of another payor, payments made after termination of the Subscriber's coverage, or payments made on fraudulent claims.

Activities of Daily Living	Activities related to independence in normal everyday living. Recreational, leisure, or sports activities are not considered Activities of Daily Living.
Adverse Childhood Experiences	An event, series of events, or set of circumstances that is experienced by an individual as physically or emotionally harmful or threatening and that has lasting adverse effects on the individual's functioning and physical, social, emotional, or spiritual well-being.
Allowable Amount	The maximum amount Blue Shield will pay for Covered Services, or the provider's billed charge for those Covered Services, whichever is less. Unless specified for a particular service elsewhere in this Evidence of Coverage, the Allowable Amount is: • For a Participating Provider: the amount that the provider and Blue Shield have agreed by contract will be accepted as payment in full for the Covered Service rendered. • For a Non-Participating Provider who provides Emergency Services: • Physicians and Hospitals: the amount is the Reasonable and Customary amount; or • All other providers: (1) the amount is the provider's billed charge for Covered Services, unless the provider and the local Blue Cross and/or Blue Shield plan have agreed upon some other amount, or (2) if applicable, the amount determined under state and federal laws. • For a Non-Participating Provider in California, who provides services other than Emergency Services: • The amount Blue Shield would have allowed for a Participating Provider performing the same service in the same geographical area but not exceeding any stated Benefit maximum; • Non-Participating dialysis center: for services prior authorized by Blue Shield, the amount is the Reasonable and Customary amount. • For a provider outside of California but inside the BlueCard® Service Area, the lower of: • The provider's billed charge, or • The local Blue Plan's Participating Provider payment or the pricing arrangement required by applicable state law.

 For a provider outside California and outside the BlueCard® Service Area, the amount allowed by Blue Shield Global® Core.

- For a Non-Participating Provider outside of California (within the BlueCard® Service Area) that does not contract with a local Blue Cross and/or Blue Shield plan, who provides services other than Emergency Services: the amount that the local Blue Cross and/or Blue Shield plan would have allowed for a Non-Participating Provider performing the same services. Or, if the local Blue Cross and/or Blue Shield plan has no Non-Participating Provider allowance, the Allowable Amount is the amount for a Non-Participating Provider in California. Or, if applicable, the amount determined under federal law.
- For Blue Shield's contracted Benefit Administrators (MHSA, DPA, VPA), the Allowable Amount is based on the administrator's contracted rate for its participating providers.

Where required under federal law, the Allowable Amount used to determine your Cost Share may be based on the plan's "qualifying payment amount," which may differ from the amount Blue Shield pays the Non-Participating Provider or facility for Covered Services.

Ambulatory Surgery Center

An outpatient surgery facility that meets both of the following requirements:

- Is a licensed facility accredited by an ambulatory surgery center accrediting body; and
- Provides services as a free-standing ambulatory surgery center, which is not otherwise affiliated with a Hospital.

Anticancer Medications

Drugs used to kill or slow the growth of cancerous cells.

ASH Participating Provider

A Physician or Health Care Provider under contract with ASH Plans to provide Covered Services to Members.

Behavioral Health Treatment (BHT)

Professional services and treatment programs that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism. BHT includes applied behavior analysis and evidence-based intervention programs.

Benefits (Covered Services)

Medically Necessary services and supplies you are entitled to receive pursuant to the Contract.

Benefit Administrator	Administrator for specialized Benefits such as Mental Health and Substance Use Disorder Benefits.
Blue Shield of California	California Physicians' Service, d/b/a Blue Shield of California, is a California not-for-profit corporation, licensed as a health care service plan. It is referred to throughout this Evidence of Coverage as Blue Shield.
BlueCard® Service Area	The United States, Commonwealth of Puerto Rico, and U.S. Virgin Islands.
Brand Drugs	Drugs that are FDA-approved after a new drug application and/or registered under a brand or trade name by its manufacturer.
Calendar Year	The 12-month consecutive period beginning on January 1 and ending on December 31 of the same year.
CCSB	Covered California for Small Business (CCSB) operated by Covered California. The state marketplace where an eligible Employer can provide its Employees and their Dependents with access to one or more health plans.
Coinsurance	The percentage amount that a Member is required to pay for Covered Services after meeting any applicable Deductible.
Continuous Nursing Services	Nursing care provided on a continuous hourly basis, rather than intermittent home visits for Members enrolled in a Hospice Program. Continuous home care can be provided by a registered or licensed vocational nurse, but is only available for brief periods of crisis and only as necessary to maintain the terminally ill patient at home.
Copayment	The specific dollar amount that a Member is required to pay for Covered Services after meeting any applicable Deductible.
Cost Share	Any applicable Deductibles, Copayment, and Coinsurance.
Covered Services (Benefits)	Medically Necessary services and supplies you are entitled to receive pursuant to the Contract.
Deductible	The Calendar Year amount you must pay for specific Covered Services before Blue Shield pays for Covered Services pursuant to the Contract.
Dental Allowable Amount	The Dental Allowable Amount is: The amount the DPA has determined is an appropriate payment for the service rendered in the provider's geographic area. This amount is

	based upon such factors as evaluation of the value of the service relative to the value of other services, market considerations, and provider charge patterns; • Such other amount as the Participating Dentist and the DPA have agreed will be accepted as payment for the service rendered; or If an amount is not determined as described in either item above, the amount the DPA determines is appropriate due to
	the particular circumstances and the services rendered.
Dental Care Services	Necessary treatment on or to the teeth or gums, including any appliance or device applied to the teeth or gums, and necessary dental supplies furnished incidental to Dental Care Services.
Dental Center	A Dentist or a dental practice (with one or more Dentists) that has contracted with the DPA to provide dental care Benefits to Members and to diagnose, provide, refer, supervise, and coordinate the provision of all Benefits to Members in accordance with this Agreement.
Dental Plan Administrator (DPA)	Blue Shield has contracted with a Dental Plan Administrator (DPA). A DPA is a specialized care service plan licensed by the California Department of Managed Health Care. Blue Shield contracts with the DPA to administer delivery of dental services through a network of Participating Dentists. A DPA also serves as a claims administrator for the processing of claims received from non-Participating Dentists.
Dental Provider	A Dentist or provider appropriately licensed to provide Dental Care Services who contracts with a Dental Center to provide Benefits to you in accordance with the dental services contract.
Dentist	A duly licensed Doctor of Dental Surgery (DDS) or Doctor of Dental Medicine (DMD).
Dependent	 The spouse, Domestic Partner, or child of an eligible Employee, who is determined to be eligible and who is not independently covered as an eligible Employee or Subscriber. A spouse who is legally married to the Subscriber and who is not legally separated from the Subscriber. A Domestic Partner to the Subscriber who meets the definition of Domestic Partner as defined in this Evidence of Coverage. A child who is the child of, adopted by, or in legal guardianship of the Subscriber, spouse, or Domestic

Partner, and who is not covered as a Subscriber. A child includes any stepchild, child placed for adoption, or any other child for whom the Subscriber, spouse, or Domestic Partner has been appointed as a non-temporary legal guardian by a court of appropriate legal jurisdiction. A child is an individual less than 26 years of age. A child does not include any children of a Dependent child (grandchildren of the Subscriber, spouse, or Domestic Partner), unless the Subscriber, spouse, or Domestic Partner has adopted or is the legal guardian of the grandchild.

An individual who is personally related to the Subscriber by a domestic partnership that meets all the following requirements:

- Both partners are 18 years of age or older, except as provided in Section 297.1 of the California Family Code:
- The partners have chosen to share one another's lives in an intimate and committed relationship of mutual carina;
- The partners are:
 - not currently married to someone else or a member of another domestic partnership,
 - not so closely related by blood that legal marriage or registered domestic partnership would otherwise be prohibited;
- Both partners are capable of consenting to the domestic partnership; and
- The partners have filed a Declaration of Domestic Partnership with the Secretary of State. (Note, some Employers may permit partners who meet the above criteria but have not filed a Declaration of Domestic Partnership with the Secretary of State to be eligible for coverage as a Domestic Partner under this plan. If permitted by your Employer, such individuals are included in the term "Domestic Partner" as used in this Evidence of Coverage; however the partnership may not be recognized by the State for other purposes as the partners do not meet the definition of "Domestic Partner" established under Section 297 of the California Family Code).

The domestic partnership is deemed created on the date when both partners meet the above requirements.

Domestic Partner

Drugs	Drugs include the following: • FDA-approved medications that require a prescription either by California or Federal law; • Insulin; • Pen delivery systems for the administration of insulin, as Medically Necessary; • Self-applied continuous blood glucose monitors; • Diabetic testing supplies, including the following: • Lancets; • Lancet puncture devices; • Blood and urine testing strips; and • Test tablets; • Over-the-counter drugs with a United States Preventive Services Task Force (USPSTF) rating of A or B; • Contraceptive drugs and devices, including the following: • Diaphragms; • Cervical caps; • Contraceptive rings; • Contraceptive patches; • Oral contraceptives; • Emergency contraceptives; and • Female over-the-counter contraceptive products when ordered by a Physician;
	for the administration of a covered outpatient prescription Drug, such as syringes and inhaler spacers.
DPA Participating Provider	A provider who has an agreement in effect with the Dental Plan Administrator (DPA) for the provision of pediatric dental Benefits under this plan.
Emergency Dental Condition	An unexpected dental condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that you reasonably believe the absence of immediate medical attention could result in any of the following: Placing your health in serious jeopardy; Serious impairment to bodily functions; or Serious dysfunction of any bodily organ or part.
Emergency Medical Condition	A medical condition, including a psychiatric emergency, manifesting itself by acute symptoms of sufficient severity, including severe pain, such that you reasonably believe the absence of immediate medical attention could result in any of the following:

Placing your health in serious jeopardy (including the health of a pregnant woman or her unborn child); • Serious impairment to bodily functions; Serious dysfunction of any bodily organ or part; • Danger to yourself or to others; or • Inability to provide for, or utilize, food, shelter, or clothing, due to a mental disorder. The following services provided for an Emergency Medical Condition: Medical screening, examination, and evaluation by a Physician and surgeon, or other appropriately licensed persons under the supervision of a Physician and surgeon, to determine if an Emergency Medical Condition or active labor exists and, if it does, the care, treatment, and surgery necessary to relieve or eliminate the Emergency Medical Condition, within the capability of the facility; Additional screening, examination, and evaluation by a Physician, or other personnel within the scope of their licensure and clinical privileges, to determine if a psychiatric Emergency Medical Condition exists, and the care and treatment **Emergency Services** necessary to relieve or eliminate the psychiatric Emergency Medical Condition, within the capability of the facility; and Care and treatment necessary to relieve or eliminate a psychiatric Emergency Medical Condition may include admission or transfer to a psychiatric unit within a general acute care Hospital or to an acute psychiatric Hospital; and Solely to the extent required under the federal law, Emergency Services also include any additional items or services that are covered under the plan and furnished by a Non-Participating Provider or emergency facility, regardless of the department where furnished, after stabilization and as part of outpatient observation or inpatient or outpatient stay. An individual who meets the eligibility requirements set forth in **Employee** the Contract between Blue Shield and the Employer. Any person, firm, proprietary or non-profit corporation,

partnership, public agency, or association that has at least

one employee and that is actively engaged in business or service, in which a bona fide employer-employee relationship

Employer

(Contractholder)

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. For purposes of determining whether an employer has one employee, sole proprietors and their spouses, and partners of a partnership and their spouses, are not employees.

Experimental or Investigational

Any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies that are not recognized in accordance with generally accepted professional medical standards as being safe and effective for use in the treatment of the illness, injury, or condition at issue.

Services that require approval by the Federal government or any agency thereof, or by any State government agency, prior to use and where such approval has not been granted at the time the services or supplies were rendered, shall be considered experimental or investigational in nature.

Services or supplies that themselves are not approved or recognized in accordance with accepted professional medical standards, but nevertheless are authorized by law or by a government agency for use in testing, trials, or other studies on human patients, shall be considered experimental or investigational in nature.

Family

Provider

The Subscriber and all enrolled Dependents.

A Former Participating Provider is a provider of services to the Member under any of the following conditions:

Former Participating

- A provider who is no longer available to you as a Participating Provider or an MHSA Participating Provider, but at the time of the provider's contract termination with Blue Shield or the MHSA, you were receiving Covered Services from that provider for one of the conditions listed in the <u>Continuity of care with a Former Participating Provider table</u> in the <u>Continuity of care</u> section.
- A Non-Participating Provider to a newly-covered Member whose health plan was withdrawn from the market, and at the time your coverage with Blue Shield became effective, you were receiving Covered Services from that provider for one of the conditions listed in the <u>Continuity of care with a Former Participating Provider table</u> in the <u>Continuity of care</u> section.
- A provider who is a Participating Provider with Blue Shield or the MHSA but no longer available to you as a Participating Provider or an MHSA Participating Provider because:

	 The Employer has terminated its contract with Blue Shield; and The Employer currently contracts with a new health plan (insurer) that does not include the Blue Shield Participating Provider or the MHSA Participating Provider in its network; and At the time of the Employer's contract termination you were receiving Covered Services from that provider for one of the conditions listed in the Continuity of care with a Former Participating Provider table in the Continuity of care section.
Formulary	A list of preferred Generic and Brand Drugs maintained by Blue Shield's Pharmacy & Therapeutics Committee. It is designed to assist Physicians in prescribing Drugs that are Medically Necessary and cost-effective. The Formulary is updated periodically. Benefits are available for Formulary Drugs. Non-Formulary Drugs are covered when Blue Shield or an external reviewer approves an exception request.
Generally Accepted Standards of Mental Health and Substance Use Disorder Care	Standards of care and clinical practice that are generally recognized by Health Care Providers practicing in relevant clinical specialties such as psychiatry, psychology, clinical sociology, addiction medicine and counseling, and behavioral health treatment. Valid, evidence-based sources establishing generally accepted standards of Mental Health and Substance Use Disorder care include: • Peer-reviewed scientific studies and medical literature; • Clinical practice guidelines and recommendations of nonprofit health care provider professional associations; • Specialty societies and federal government agencies; and • Drug labeling approved by the United States Food and Drug Administration.
Group Health Service Contract (Contract)	The contract for health coverage between Blue Shield and the Employer (Contractholder) that establishes the Benefits that Subscribers and Dependents are entitled to receive.
Generic Drugs	Drugs that are approved by the U.S. Food and Drug Administration (FDA) or other authorized government agency as a therapeutic equivalent to the Brand Drug. Generic Drugs contain the same active ingredient(s) as Brand Drugs.
Health Care Provider	An appropriately licensed or certified professional who provides health care services within the scope of that license, including, but not limited to: • Acupuncturist; • Associate clinical social worker;

 Associate marriage and family therapist or marriage and family therapist trainee; Associate professional clinical counselor or professional clinical counselor trainee; Audiologist; Board certified behavior analyst (BCBA); Certified nurse midwife: Chiropractor: Clinical nurse specialist; Dentist: Hearing aid supplier; Licensed clinical social worker; Licensed midwife: Licensed professional clinical counselor (LPCC); Licensed vocational nurse; Marriage and family therapist; Massage therapist; Naturopath; Nurse anesthetist (CRNA); Nurse practitioner; Occupational therapist; Optician; Optometrist; Pharmacist: Physical therapist; Physician; Physician assistant; Podiatrist: Psychiatric/mental health registered nurse; Psychologist; Psychology trainee or person supervised as required by law; Qualified autism service provider or qualified autism service professional certified by a national entity; Registered dietician; Registered nurse; Registered psychological assistant; Registered respiratory therapist; Speech and language pathologist. A provider that furnishes blood factor replacement products and services for in-home treatment of blood disorders such as hemophilia. Hemophilia Home A Participating home infusion agency may not be a Infusion Provider Participating Hemophilia Infusion Provider if it does not have an agreement with Blue Shield to furnish blood factor replacement products and services. An individual who has successfully completed a state-Home Health Aide approved training program, is employed by a home health

	agency or Hospice program, and provides personal care services in the home.
	An entity that meets one of the following criteria:
Hospital	 A licensed and accredited facility primarily engaged in providing medical, diagnostic, surgical, or psychiatric services for the care and treatment of sick and injured persons on an inpatient basis, under the supervision of an organized medical staff, and that provides 24-hour a day nursing service by registered nurses; A psychiatric health care facility as defined in Section 1250.2 of the California Health and Safety Code.
	A facility that is principally a rest home, nursing home, or home for the aged, is not included in this definition.
Host Blue	The local Blue Cross and/or Blue Shield licensee in a geographic area outside of California, within the BlueCard® Service Area.
	May be either of the following:
Infertility	 A demonstrated condition recognized by a licensed Physician or surgeon as a cause for Infertility; or The inability to conceive a pregnancy or to carry a pregnancy to a live birth after a year of regular sexual relations without contraception.
Intensive Outpatient Program	An outpatient treatment program for mental cealth or substance use disorders that provides structure, monitoring, and medical/psychological intervention at least three hours per day, three times per week.
Inter-Plan Arrangements	Blue Shield's relationships with other Blue Cross and/or Blue Shield licensees, governed by the Blue Cross Blue Shield Association.
Late Enrollee	An eligible Employee or Dependent who declined enrollment in this coverage at the time of the initial enrollment period, and who subsequently requests enrollment for coverage, provided that the initial enrollment period was a period of at least 30 days. Coverage is effective for a Late Enrollee the earlier of 12 months from the date a written request for coverage is made or at the Employer's next open enrollment period.
Low Vision	A bilateral impairment to vision that is so significant that it cannot be corrected with ordinary eyeglasses, contact

lenses, or intraocular lens implants. Although reduced central or reading vision is common, low vision may also result from decreased peripheral vision, a reduction or loss of color vision, or the eye's inability to properly adjust to light, contrast, or glare. It can be measured in terms of visual acuity of 20/70 to 20/200.

Benefits are provided only for services that are Medically Necessary.

Services that are Medically Necessary include only those which have been established as safe and effective, are furnished under generally accepted professional standards to treat illness, injury, or medical condition, and which, as determined by Blue Shield, are:

- Consistent with Blue Shield medical policy;
- Consistent with the symptoms or diagnosis;
- Not furnished primarily for the convenience of the patient, the attending Physician or other provider;
- Furnished at the most appropriate level that can be provided safely and effectively to the patient; and
- Not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the Member's illness, injury, or disease.

Medical Necessity (Medically Necessary) Hospital inpatient services that are Medically Necessary include only those services that satisfy the above requirements, require the acute bed-patient (overnight) setting, and could not have been provided in a Physician's office, the Outpatient Department of a Hospital, or in another lesser facility without adversely affecting the patient's condition or the quality of medical care rendered.

Inpatient admission is not Medically Necessary for certain services, including, but not limited to, the following:

- Diagnostic studies that can be provided on an outpatient basis;
- Medical observation or evaluation;
- Personal comfort;
- Pain management that can be provided on an outpatient basis; and
- Inpatient rehabilitation that can be provided on an outpatient basis.

Blue Shield reserves the right to review all services to determine whether they are Medically Necessary, and may use the services of Physician consultants, peer review committees of professional societies or Hospitals, and other consultants.

	This definition does not apply to Mental Health and Substance Use Disorders. Medically Necessary Treatment of a Mental Health or Substance Use Disorder is defined separately.		
Medically Necessary Treatment of a Mental Health or Substance Use Disorder	A Covered Service or product addressing the specific needs of a Member, for the purpose of preventing, diagnosing, or treating an illness, injury, condition, or its symptoms, including minimizing the progression of an illness, injury, condition, or its symptoms, in a manner that is all of the following:		
	 In accordance with the Generally Accepted Standards of Mental Health and Substance Use Disorder Care; Clinically appropriate in terms of type, frequency, extent, site, and duration; and Not primarily for the economic benefit of the disability insurer and Members or for the convenience of the patient, treating Physician, or other Health Care Provider. 		
Member	An individual who is enrolled and maintains coverage in the plan pursuant to the Contract as either a Subscriber or a Dependent. Use of "you" in this document refers to the Member.		
Mental Health and Substance Use Disorder(s)	A mental health condition or substance use disorder that falls under any of the diagnostic categories listed in the mental and behavioral disorders chapter of the most recent edition of the International Statistical Classification of Diseases or listed in the most recent version of the Diagnostic and Statistical Manual of Mental Disorders (DSM).		
Mental Health Service Administrator (MHSA)	The MHSA is a specialized health care service plan licensed by the California Department of Managed Health Care. Blue Shield contracts with the MHSA to administer Blue Shield's Mental Health and Substance Use Disorder services through a separate network of MHSA Participating Providers.		
MHSA Non- Participating Provider	A provider who does not have an agreement in effect with the MHSA for the provision of mental health or substance use disorder services.		
MHSA Participating Provider	A provider who has an agreement in effect with the MHSA for the provision of mental health or substance use disorder services.		
Network Specialty Pharmacy	Select Participating Pharmacies contracted by Blue Shield to provide covered Specialty Drugs.		

Non-Participating (Non-Participating Provider)	Any provider who does not participate in this plan's network and does not contract with Blue Shield to accept Blue Shield's payment, plus any applicable Member Cost Share, or amounts in excess of specified Benefit maximums, as payment in full for Covered Services. Also referred to as an out-of-network provider.		
Non-Participating Pharmacy	A pharmacy that does not participate in the Blue Shield Pharmacy Network. These pharmacies are not contracted to provide services to Blue Shield Members.		
Other Outpatient Mental Health and Substance Use Disorder Services	Outpatient Facility and professional services for the diagnosis and treatment of Mental Health and Substance Use Disorders, including but not limited to the following: • Partial Hospitalization; • Intensive Outpatient Program; • Electroconvulsive therapy; • Office-based opioid treatment; • Transcranial magnetic stimulation; • Behavioral Health Treatment; and • Psychological Testing. These services may also be provided in the office, home, or other non-institutional setting.		
Out-of-Area Covered Health Care Services	Medically Necessary Emergency Services, Urgent Services or Out-of-Area Follow-up Care provided outside the Plan Service Area.		
Out-of-Area Follow- up Care	Non-emergent Medically Necessary services to evaluate your progress after Emergency or Urgent Services are provided outside the Plan Service Area.		
Out-of-Pocket Maximum	The highest Deductible, Copayment, and Coinsurance amount an individual or Family is required to pay for designated Covered Services each year as indicated in the <u>Summary of Benefits</u> section. Charges for services that are not covered, charges in excess of the Allowable Amount or contracted rate do not accrue to the Calendar Year Out-of-Pocket Maximum.		
Outpatient Department of a Hospital	Any department or facility integrated with the Hospital that provides outpatient services under the Hospital's license, which may or may not be physically separate from the Hospital.		
Outpatient Facility	A licensed facility that provides medical and/or surgical services on an outpatient basis but is not a Physician's office or a Hospital.		

Partial Hospitalization Program (Day Treatment)	An outpatient treatment program that may be free-standing or Hospital-based and provides services at least five hours per day, four days per week. You may be admitted directly to this level of care or transferred from inpatient care following stabilization.	
Participating Dentist	A Doctor of Dental Surgery or Doctor of Dental Medicine who has contracted with the DPA to provide dental services to Members.	
Participating Hospice or Participating Hospice Agency An entity that has either contracted with Blue Shield or received prior approval from Blue Shield to provide Hospice Agency		
Participating (Participating Provider)	A provider who participates in this plan's network and contracts with Blue Shield to accept Blue Shield's payment, plus any applicable Member Cost Share, as payment in full for Covered Services. Also referred to as an in-network provider.	
Participating Pharmacy A pharmacy that has contracted with Blue Shield to p covered Drugs at certain rates. A Participating Pharmacy participates in the Blue Shield Pharmacy Network.		
Physician An individual licensed and authorized to engage in practice of medicine.		
Plan Service Area	A geographical area designated by the plan within which a plan shall provide health care services.	
Premium (Dues)	The monthly prepayment amount made to Blue Shield on behalf of each Member by the Contractholder for coverage under the Contract.	
Preventive Health Services Preventive medical services for early detection of disincluding related laboratory services, as specifically on the Preventive Health Services section.		
Primary Care Physician (PCP) A general or family practitioner, internist, obstetrician/gynecologist, or pediatrician. Your PCP will assigned to you at enrollment and can be your first poin contact when you need Covered Services.		
Prosthodontics	Dental Care Services specifically related to necessary procedures for providing artificial replacements for missing natural teeth.	
Psychological Testing Testing to diagnose a mental health condition when reby an MHSA Participating Provider.		

Qualifying Event	A change in your life that can make you eligible for a special enrollment period to enroll in health coverage.		
Reasonable and Customary	In California: the lower of the provider's billed charge or the amount established by Blue Shield pursuant to applicable state and federal law to be the reasonable and customary value for the services rendered by a Non-Participating Provider. Outside of California: the lower of the provider's billed charge or the Participating Provider Cost Share for Emergency Services as shown in the Summary of Benefits or if applicable, the amount determined under state and federal law.		
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: • Improve function; or • Create a normal appearance to the extent possible, including dental and orthodontic services that are an integral part of surgery for cleft palate procedures.		
Schedule II Controlled Substance	Prescription Drugs or other substances that have a high potential for abuse which may lead to severe psychological or physical dependence.		
Skilled Nursing	Services performed by a licensed nurse who is either a registered nurse or a licensed vocational nurse.		
Skilled Nursing Facility (SNF)	A health facility or a distinct part of a Hospital with a valid license issued by the California Department of Public Health that provides continuous Skilled Nursing care to patients whose primary need is for availability of Skilled Nursing care on a 24-hour basis.		
Specialist	Specialists include Physicians with a specialty as follows: Allergy; Anesthesiology; Dermatology; Cardiology and other internal medicine specialists; Neonatology; Neurology; Oncology; Ophthalmology; Orthopedics; Pathology; Psychiatry;		

	 Radiology; Any surgical specialty; Otolaryngology; Urology; and Other designated as appropriate. 		
Specialty Drugs	Drugs requiring coordination of care, close monitoring, or extensive patient training for self-administration that cannot be met by a retail pharmacy and are available exclusively through a Network Specialty Pharmacy. Specialty Drugs may also require special handling or manufacturing processes (such as biotechnology), restriction to certain Physicians or pharmacies, or reporting of certain clinical events to the FDA. Specialty Drugs are generally high-cost.		
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 that is primarily a rest-home, convalescent facility, or home for the aged is not included.		
Subscriber	An eligible Employee who is enrolled and maintains coverage under the Contract.		
Third-Party Corporate Telehealth Provider	A corporation directly contracted with Blue Shield that provides health care services exclusively through a telehealth technology platform and has no physical location at which a Member can receive services.		
Total Disability (Totally Disabled)	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. 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.		
Urgent Services	Those Covered Services rendered outside of the Plan Service Area (other than Emergency Services) which are Medically Necessary to prevent serious deterioration of your health resulting from unforeseen illness, injury or complications of an existing medical condition, for which treatment cannot		

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

	reasonably be delayed until you return to the Plan Service Area.		
Vision Plan Administrator (VPA)	Blue Shield contracts with the Vision Plan Administrator (VPA) to administer delivery of eyewear and eye exams covered under this Benefit through a network of VPA Participating Providers.		
Vision Prescription Change	 Any of the following: Change in prescription of 0.50 diopter or more; Shift in axis of astigmatism of 15 degrees; Difference in vertical prism greater than 1 prism diopter; orChange in lens type (for example, contact lenses to eyeglasses or single vision eyeglass lenses). 		
VPA Participating Provider	A provider who has an agreement in effect with the VPA for the provision of pediatric vision Benefits under this plan.		

Notices about your plan

This Evidence of Coverage constitutes only a summary of the health plan. The health plan Contract must be consulted to determine the exact terms and conditions of coverage.

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

Blue Shield provides a summary of this plan at the time of enrollment. This summary allows you to compare plans available to you. The Evidence of Coverage is available for review prior to enrollment in the plan.

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

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

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

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

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

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

Questions? Visit <u>blueshieldca.com</u>, use the Blue Shield mobile app, or call Customer Service at 1-888-319-5999.

You may have access to Covered Services from providers that participate in certain value-based programs with Blue Shield. Such programs may include, but are not limited to, accountable care organizations, episode-based payments, patient centered medical homes, and shared savings arrangements.

If you receive Covered Services from a provider who participates in such a program, you will not be responsible for paying any of the provider incentives, risk-sharing, and/or care coordination fees that may be a part of such an arrangement.

Notice about telehealth: You have the right to access your medical records. The records of any services provided to you through a Third-Party Corporate Telehealth Provider will be shared with your Physician, unless you object.

You can receive Covered Services on an in-person basis or via telehealth, if available, from your Physician, treating specialist, or from another contracting individual health professional, contracting clinic, or contracting health facility consistent with the Timely Access to Care section.

If your plan includes Covered Services from Non-Participating Providers, you can receive the Covered Service either on an in-person basis or via telehealth.

Please see the Health care professionals and facilities section for additional information.

Notice about dental services: IMPORTANT: If you opt to receive dental services that are not Covered Services under this plan, a Dental Provider may charge you his or her usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered Benefit, the Dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. If you would like more information, call dental customer service. To fully understand your coverage, you may wish to carefully review this Evidence of Coverage.

Notice about Manifest MedEx participation: Blue Shield participates in the Manifest MedEx health information exchange (HIE). Blue Shield makes its Members' health information available to Manifest MedEx for access by their authorized Health Care Providers. Manifest MedEx is an independent, not-for-profit organization that maintains a statewide database of electronic patient records that includes health information contributed by doctors, health care facilities, health care service plans, and health insurance companies. Authorized Health Care Providers may securely access their patients' health information through the Manifest MedEx HIE to support the provision of care.

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

You have the right to direct Manifest MedEx not to share your health information with your Health Care Providers. Although opting out of Manifest MedEx may limit your Health Care Provider's ability to quickly access important health care information about you, your Blue Shield coverage will not be affected by an election to opt-out of

Manifest MedEx. No doctor or Hospital participating in Manifest MedEx will deny medical care to a patient who chooses not to participate in the Manifest MedEx HIE.

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

Notice about organ and tissue donation: Thousands of people in the United States need an organ or tissue transplant. Each person on the transplant waiting list faces death while waiting for an available organ or tissue.

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

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

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

Blue Shield's "Notice of Privacy Practices" can be obtained either by calling Customer Service or by visiting <u>blueshieldca.com</u>.

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

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

Notice about confidential communication requests: A health plan shall notify Subscribers and enrollees that they may request a confidential communication pursuant to the following and how to make the request.

A health plan shall permit Subscribers and enrollees to request, and shall accommodate requests for, confidential communication in the form and format requested by the individual, if it is readily producible in the requested form and format, or at alternative locations.

A health plan may require the Subscriber or enrollee to make a request for a confidential communication in writing or by electronic transmission.

The confidential communication request shall be valid until the Subscriber or enrollee submits a revocation of the request or a new confidential communication request is submitted.

The confidential communication request shall apply to all communications that disclose medical information or provider name and address related to receipt of medical services by the individual requesting the confidential communication.

A confidential communication request may be submitted in writing to Blue Shield of California at the mailing address, email address, or fax number at the bottom of this page. A confidential communication form, available by going to blueshieldca.com/privacy and clicking on "privacy forms," may be used when submitting a confidential communication request in writing, but it is not required.

Once in place, a valid confidential communication request prevents Blue Shield from: 1. Requiring the protected individual to obtain the primary Subscriber's or other enrollee's authorization to receive sensitive services or submit a claim for sensitive services if the protected individual has the right to consent to care; and 2. Disclosing medical information relating to sensitive health services provided to a protected individual to the primary Subscriber or any plan enrollees other than the protected individual receiving care, absent an express written authorization of the protected individual receiving care.

You may return this completed and signed form via any of these options:

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

Email: privacy@blueshieldca.com

Fax: 1-800-201-9020

Pediatric dental Benefits table

The table below outlines the pediatric dental Benefits covered by this plan by dental procedure code. Pediatric Dental Benefits are subject to conditions, limitations, and exclusions. See the <u>Pediatric dental exclusions and limitations</u> and <u>Pediatric dental exclusions and limitations for specific services</u> sections for more information.

Code	Description	Limitation
Diagnosti	c Procedures (D0100-D0999)	
D0120	Periodic oral evaluation – established patient	Once every six months, per provider or after six months have elapsed following comprehensive oral evaluation (D0150), same provider.
D0140	Limited oral evaluation – problem focused	Once per Member per provider.
D0145	Oral evaluation for a patient under three years of age and counseling with primary caregiver	
D0150	Comprehensive oral evaluation – new or established patient	Once per Member per provider for the initial evaluation.
D0160	Detailed and extensive oral evaluation – problem focused, by report	Once per Member per provider.
D0170	Re-evaluation – limited, problem focused (established patient; not post- operative visit)	A Benefit for the ongoing symptomatic care of temporomandibular joint dysfunction: Up to six times in a three-month period; and Up to a maximum of 12 in a 12-month period.
D0171	Re-evaluation – post- operative office visit	
D0180	Comprehensive periodontal evaluation – new or established patient	
D0190	Screening of a patient	Not a Benefit.
D0191	Assessment of a patient	Not a Benefit.
D0210	Intraoral – complete series of radiographic images	Once per provider every 36 months.
D0220	Intraoral – periapical first radiographic image	Up to a maximum of 20 periapicals in a 12- month period by the same provider, in any combination of the following: intraoral- periapical first radiographic image (D0220) and intraoral- periapical each additional radiographic image (D0230). Periapicals taken as part of an intraoral-complete series of radiographic images (D0210) are not considered against the maximum of 20 periapicals in a 12 month period.

Code	Description	Limitation
D0230	Intraoral – periapical each additional radiographic image	Up to a maximum of 20 periapicals in a 12 month period to the same provider, in any combination of the following: intraoral- periapical first radiographic image (D0220) and intraoral- periapical each additional radiographic image (D0230). Periapicals taken as part of an intraoral complete series of radiographic images (D0210) are not considered against the maximum of 20 periapical films in a 12 month period.
D0240	Intraoral – occlusal radiographic image	Up to a maximum of two in a six-month period per provider.
D0250	Extraoral – 2D projection radiographic image created using a stationary radiation source, and detector	Once per date of service.
D0251	Extraoral posterior dental radiographic image	Up to a maximum of four on the same date of service.
D0270	Bitewing – single radiographic image	Once per date of service. Not a Benefit for a totally edentulous area.
D0272	Bitewings – two radiographic images	Once every six months per provider. Not a Benefit: Within six months of intraoral complete series of radiographic images (D0210), same provider; and For a totally edentulous area.
D0273	Bitewings – three radiographic images	
D0274	Bitewings – four radiographic images	Once every six months per provider. Not a Benefit: Within six months of intraoral-complete series of radiographic images (D0210), same provider; For Members under the age of 10; and For a totally edentulous area.
D0277	Vertical bitewings – seven to eight radiographic images	
D0310	Sialography	
D0320	Temporomandibular joint arthrogram, including injection	Limited to the survey of trauma or pathology, up to a maximum of three per date of service.
D0322	Tomographic survey	Up to twice in a 12-month period per provider.
D0330	Panoramic radiographic image	Once in a 36 month period per provider, except when documented as essential for a follow-up/ post-operative exam (such as after oral surgery).
D0340	2D cephalometric radiographic image – acquisition, measurement and analysis	Twice in a 12 month period per provider.

Code	Description	Limitation
D0350	2D oral/facial photographic image obtained intra-orally or Extraorally	Up to a maximum of four per date of service.
D0351	3D photographic image	
D0419	Assessment of salivary flow by measurement	Not a Benefit.
D0431	Adjunctive pre-diagnostic test that aids in detection of mucosal abnormalities including premalignant and malignant lesions, not to include cytology or biopsy procedures	Not a Benefit.
D0460	Pulp vitality tests	
D0470	Diagnostic casts	Once per provider unless special circumstances are documented (such as trauma or pathology which has affected the course of orthodontic treatment); for permanent dentition (unless over the age of 13 with primary teeth still present or has a cleft palate or craniofacial anomaly); and when provided by a certified orthodontist.
D0502	Other oral pathology procedures, by report	Must be provided by a certified oral pathologist.
D0601	Caries risk assessment and documentation, with a finding of low risk	
D0602	Caries risk assessment and documentation, with a finding of moderate risk	
D0603	Caries risk assessment and documentation, with a finding of high risk	
D0701	Panoramic radiographic image – image capture only	
D0702	2-D cephalometric radiographic image – image capture only	
D0703	2-D oral/facial photographic image obtained intra-orally or extra-orally – image capture only	
D0704	3-D photographic image – image capture only	
D0705	Extra-oral posterior dental radiographic image – image capture only	

Code	Description	Limitation
D0706	Intraoral – occlusal radiographic image – image capture only	
D0707	Intraoral – periapical radiographic image – image capture only	
D0708	Intraoral – bitewing radiographic image – image capture only	
D0709	Intraoral – complete series of radiographic images – image capture only	
D0999	Unspecified diagnostic procedure, by report	
Preventive	Procedures (D1000-D1999)	
D1110	Prophylaxis - adult	
D1120	Prophylaxis – child	Once in a six-month period.
D1206	Topical application of fluoride varnish	Once in a six-month period.
D1208	Topical application of fluoride – excluding varnish	Once in a six-month period.
D1310	Nutritional counseling for control of dental disease	
D1320	Tobacco counseling for the control and prevention of oral disease	
D1321	Counseling for the control and prevention of adverse oral, behavioral, and systemic health effects associated with high-risk substance use	
D1330	Oral hygiene instructions	
D1351	Sealant – per tooth	Limited to the first, second and third permanent molars that occupy the second molar position; only on the occlusal surfaces that are free of decay and/or restorations; and once per tooth every 36 months per provider regardless of surfaces sealed.
D1352	Preventive resin restoration in a moderate to high caries risk patient – permanent tooth	Limited to the for first, second and third permanent molars that occupy the second molar position; for an active cavitated lesion in a pit or fissure that does not cross the dentinoenamel junction (DEJ); and once per tooth every 36 months per provider regardless of surfaces sealed.
D1353	Sealant repair – per tooth	

Code	Description	Limitation
D1354	Interim caries arresting medicament application – per tooth	
D1355	Caries preventive medicament application – per tooth	
D1510	Space maintainer-fixed – unilateral – per quadrant	Once per quadrant per Member, for Members under the age of 18 and only to maintain the space for a single tooth.
D1516	Space maintainer – fixed – bilateral, maxillary	Once per arch when there is a missing primary molar in both quadrants or when there are two missing primary molars in the same quadrant and for Members under the age of 18
		Not a Benefit:
		 When the permanent tooth is near eruption or is missing; For upper and lower anterior teeth; and For orthodontic appliances, tooth guidance appliances, minor tooth movement, or activating wires.
D1517	Space maintainer – fixed – bilateral, mandibular	Once per arch when there is a missing primary molar in both quadrants or when there are two missing primary molars in the same quadrant and for Members under the age of 18
		Not a Benefit:
		 When the permanent tooth is near eruption or is missing; For upper and lower anterior teeth; and For orthodontic appliances, tooth guidance appliances, minor tooth movement, or activating wires.
D1520	Space maintainer-removable – unilateral – per quadrant	Once per quadrant per Member, for Members under the age of 18 and only to maintain the space for a single tooth. Not a Benefit:
		 When the permanent tooth is near eruption or is missing; For upper and lower anterior teeth; and For orthodontic appliances, tooth guidance appliances, minor tooth movement, or activating wires.

Code	Description	Limitation
D1526	Space maintainer – removable – bilateral, maxillary	Once per arch when there is a missing primary molar in both quadrants or when there are two missing primary molars in the same quadrant or for Members under the age of 18.
		Not a Benefit:
		 When the permanent tooth is near eruption or is missing; For upper and lower anterior teeth; and For orthodontic appliances, tooth guidance appliances, minor tooth movement, or activating wires.
D1527	Space maintainer – removable – bilateral, mandibular	Once per arch when there is a missing primary molar in both quadrants or when there are two missing primary molars in the same quadrant and for Members under the age of 18.
		 When the permanent tooth is near eruption or is missing; For upper and lower anterior teeth; and For orthodontic appliances, tooth guidance appliances, minor tooth movement, or activating wires.
D1551	Re-cement or re-bond bilateral space maintainer – maxillary	Once per provider, per applicable quadrant or arch for Members under the age of 18.
D1552	Re-cement or re-bond bilateral space maintainer – mandibular	Once per provider, per applicable quadrant or arch for Members under the age of 18.
D1553	Re-cement or re-bond unilateral space maintainer – per quadrant	Once per provider, per applicable quadrant or arch for Members under the age of 18.
D1556	Removal of fixed unilateral space maintainer – per quadrant	Not a Benefit to the original provider who placed the space maintainer.
D1557	Removal of fixed bilateral space maintainer – maxillary	Not a Benefit to the original provider who placed the space maintainer.
D1558	Removal of fixed bilateral space maintainer – mandibular	Not a Benefit to the original provider who placed the space maintainer.
D1575	Distal shoe space maintainer – fixed – unilateral – per quadrant	
Restorativ	ve Procedures (D2000-D2999)	
D2140	Amalgam – one surface, primary or permanent	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2150	Amalgam – two surfaces, primary or permanent	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.

Code	Description	Limitation
D2160	Amalgam – three surfaces, primary or permanent	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2161	Amalgam – four or more surfaces, primary or permanent	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2330	Resin-based composite – one surface, anterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2331	Resin-based composite – two surfaces, anterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2332	Resin-based composite – three surfaces, anterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2335	Resin-based composite – four or more surfaces or involving incisal angle (anterior)	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2390	Resin-based composite crown, anterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2391	Resin-based composite – one surface, posterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2392	Resin-based composite – two surfaces, posterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2393	Resin-based composite – three surfaces, posterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2394	Resin-based composite – four or more surfaces, posterior	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth.
D2542	Onlay - metallic – two surfaces	Not a Benefit.
D2543	Onlay - metallic – three surfaces	Not a Benefit.
D2544	Onlay - metallic – four or more surfaces	Not a Benefit.
D2642	Onlay - porcelain/ceramic – two surfaces	Not a Benefit.
D2643	Onlay - porcelain/ceramic – three surfaces	Not a Benefit.
D2644	Onlay - porcelain/ceramic – four or more surfaces	Not a Benefit.
D2662	Onlay - resin-based composite – two surfaces	Not a Benefit.
D2663	Onlay - resin-based composite – three surfaces	Not a Benefit.
D2664	Onlay - resin-based composite – four or more surfaces	Not a Benefit.

Code	Description	Limitation
D2710	Crown – resin-based composite (indirect)	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period and for any resin based composite crown that is indirectly fabricated.
		Not a Benefit:
		 For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests; and For use as a temporary crown.
D2712	Crown – 3/4 resin-based composite (indirect)	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period and for any resin based composite crown that is indirectly fabricated.
		Not a Benefit:
		 For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests; and For use as a temporary crown.
D2720	Crown - resin with high noble metal	Not a Benefit.
D2721	Crown – resin with predominantly base metal	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period.
		Not a Benefit:
		For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests.
D2722	Crown - resin with noble metal	Not a Benefit.
D2740	Crown – porcelain/ceramic substrate	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period.
		Not a Benefit:
		For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests.
D2750	Crown - porcelain fused to high noble metal	Not a Benefit.

Code	Description	Limitation
D2751	Crown – porcelain fused to predominantly base metal	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period.
		Not a Benefit:
		For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests.
D2752	Crown - porcelain fused to noble metal	Not a Benefit.
D2753	Crown – porcelain fused to titanium and titanium alloys	Not a Benefit.
D2780	Crown - 3/4 cast high noble metal	Not a Benefit.
D2781	Crown – 3/4 cast predominantly base metal	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period.
		Not a Benefit:
		For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests.
D2782	Crown - 3/4 cast noble metal	Not a Benefit.
D2783	Crown – 3/4 porcelain/ceramic	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period.
		Not a Benefit:
		For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests.
D2790	Crown - full cast high noble metal	Not a Benefit.
D2791	Crown – full cast predominantly base metal	Permanent anterior teeth and permanent posterior teeth (ages 13 or older):
		Once in a five-year period; for permanent anterior teeth only; for Members 13 or older only.
		Not a Benefit:
		For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing removable partial denture with cast clasps or rests.
D2792	Crown - full cast noble metal	Not a Benefit.
D2794	Crown – titanium and titanium alloys	Not a Benefit.

Code	Description	Limitation
D2910	Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration	Once in a 12-month period, per provider.
D2915	Re-cement or re-bond indirectly fabricated or prefabricated post and core	
D2920	Re-cement or re-bond crown	The original provider is responsible for all re-cementations within the first 12 months following the initial placement of prefabricated or laboratory processed crowns. Not a Benefit within 12 months of a previous re-cementation by the same provider.
D2921	Reattachment of tooth fragment, incisal edge or cusp	
D2928	Prefabricated porcelain/ceramic crown – permanent tooth	Once in a 12 month period.
D2929	Prefabricated porcelain/ceramic crown - primary tooth	Once in a 12-month period.
D2930	Prefabricated stainless steel crown – primary tooth	Once in a 12-month period.
D2931	Prefabricated stainless steel crown – permanent tooth	Once in a 36-month period. Not a Benefit for third molars, unless the third molar occupies the first or second molar position.
D2932	Prefabricated resin crown	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth. Not a Benefit for third molars, unless the third molar occupies the first or second molar position.
D2933	Prefabricated stainless steel crown with resin window	Once in a 12-month period for primary teeth and once in a 36-month period for permanent teeth. Not a Benefit for third molars, unless the third molar occupies the first or second molar position.
D2940	Protective restoration	Once per tooth in a 6-month period, per provider.
		Not a Benefit:
		 When performed on the same date of service with a permanent restoration or crown, for same tooth; and On root canal treated teeth.
D2941	Interim therapeutic restoration – primary dentition	
D2949	Restorative foundation for an indirect restoration	
D2950	Core buildup, including any pins when required	

Code	Description	Limitation
D2951	Pin retention – per tooth, in addition to restoration	For permanent teeth only; when performed on the same date of service with an amalgam or composite; once per tooth regardless of the number of pins placed; for a posterior restoration when the destruction involves three or more connected surfaces and at least one cusp; or, for an anterior restoration when extensive coronal destruction involves the incisal angle.
D2952	Post and core in addition to crown, indirectly fabricated	Once per tooth regardless of number of posts placed and only in conjunction with allowable crowns (prefabricated or laboratory processed) on root canal treated permanent teeth.
D2953	Each additional indirectly fabricated post – same tooth	
D2954	Prefabricated post and core in addition to crown	Once per tooth regardless of number of posts placed and only in conjunction with allowable crowns (prefabricated or laboratory processed) on root canal treated permanent teeth.
D2955	Post removal	
D2957	Each additional prefabricated post – same tooth	
D2971	Additional procedures to customize a crown to fit under an existing partial denture framework	
D2980	Crown repair, necessitated by restorative material failure	Limited to laboratory processed crowns on permanent teeth. Not a Benefit within 12 months of initial crown placement or previous repair for the same provider.
D2999	Unspecified restorative procedure, by report	
Endodont	ics Procedures (D3000-D3999)	
D3110	Pulp cap – direct (excluding final restoration)	
D3120	Pulp cap – indirect (excluding final restoration)	
D3220	Therapeutic pulpotomy (excluding final restoration) – removal of pulp coronal to the dentinocemental junction and application of medicament	Once per primary tooth. Not a Benefit: For a primary tooth near exfoliation; For a primary tooth with a necrotic pulp or a periapical lesion; For a primary tooth that is non-restorable; and d. for a permanent tooth.
D3221	Pulpal debridement, primary and permanent teeth	Once per permanent tooth; over-retained primary teeth with no permanent successor. Not a Benefit on the same date of service with any additional services, same tooth.

Code	Description	Limitation
D3222	Partial pulpotomy for apexogenesis – permanent tooth with incomplete root development	Once per permanent tooth. Not a Benefit: • For primary teeth; For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests; and • On the same date of service as any other endodontic procedures for the same tooth.
D3230	Pulpal therapy (resorbable filling) – anterior, primary tooth (excluding final restoration)	Once per primary tooth. Not a Benefit: For a primary tooth near exfoliation; With a therapeutic pulpotomy (excluding final restoration) (D3220), same date of service, same tooth; and With pulpal debridement, primary and permanent teeth (D3221), same date of service, same tooth.
D3240	Pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)	Once per primary tooth. Not a Benefit: • For a primary tooth near exfoliation; • With a therapeutic pulpotomy (excluding final restoration) (D3220), same date of service, same tooth; and • With pulpal debridement, primary and permanent teeth (D3221), same date of service, same tooth.
D3310	Endodontic therapy, anterior tooth (excluding final restoration)	Once per tooth for initial root canal therapy treatment.
D3320	Endodontic therapy, bicuspid tooth (excluding final restoration)	Once per tooth for initial root canal therapy treatment.
D3330	Endodontic therapy, molar tooth (excluding final restoration)	Once per tooth for initial root canal therapy treatment. Not a Benefit for third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests.
D3331	Treatment of root canal obstruction; non-surgical access	
D3333	Internal root repair of perforation defects	
D3346	Retreatment of previous root canal therapy – anterior	Once per tooth after more than 12 months has elapsed from initial treatment.
D3347	Retreatment of previous root canal therapy – bicuspid	Once per tooth after more than 12 months has elapsed from initial treatment.

Code	Description	Limitation
D3348	Retreatment of previous root canal therapy – molar	Once per tooth after more than 12 months has elapsed from initial treatment. Not a Benefit for third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests.
D3351	Apexification/recalcification – initial visit (apical closure/calcific repair of perforations, root resorption, etc.)	Once per permanent tooth. Not a Benefit: For primary teeth; For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests; and On the same date of service as any other endodontic procedures for the same tooth.
D3352	Apexification/recalcification – interim medication replacement	Once per permanent tooth and only following apexification/ recalcification initial visit (apical closure/calcific repair of perforations, root resorption, etc.) (D3351). Not a Benefit: • For primary teeth; • For third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests; and • On the same date of service as any other endodontic procedures for the same tooth.
D3353	Apexification/recalcification - final visit (includes completed root canal therapy - apical closure/calcific repair of perforations, root resorption, etc.)	Not a Benefit.
D3410	Apicoectomy – anterior	For permanent anterior teeth only; must be performed after more than 90 days from a root canal therapy has elapsed except when medical necessity is documented or after more than 24 months of a prior apicoectomy/periradicular surgery has elapsed.

Code	Description	Limitation
D3421	Apicoectomy – bicuspid (first root)	For permanent bicuspid teeth only; must be performed after more than 90 days from a root canal therapy has elapsed except when medical necessity is documented, after more than 24 months of a prior apicoectomy/periradicular surgery has elapsed. Not a Benefit for third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests.
D3425	Apicoectomy – molar (first root)	For permanent first and second molar teeth only; must be performed after more than 90 days from a root canal therapy has elapsed except when medical necessity is documented or after more than 24 months of a prior apicoectomy/periradicular surgery has elapsed. Not a Benefit for third molars, unless the third molar occupies the first or second molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests.
D3426	Apicoectomy – (each additional root)	For permanent teeth only; must be performed after more than 90 days from a root canal therapy has elapsed except when medical necessity is documented or after more than 24 months of a prior apicoectomy/periradicular surgery has elapsed.
D3430	Retrograde filling – per root	
D3450	Root amputation - per root	Not a Benefit.
D3471	Surgical repair of root resorption – anterior	
D3472	Surgical repair of root resorption – premolar	
D3473	Surgical repair of root resorption – molar	
D3910	Surgical procedure for isolation of tooth with rubber dam	
D3920	Hemisection (including any root removal), not including root canal therapy	Not a Benefit.
D3950	Canal preparation and fitting of preformed dowel or post	Not a Benefit.
D3999	Unspecified endodontic procedure, by report	
Periodonti	cs Procedures (D4000-D4999)	
D4210	Gingivectomy or gingivoplasty – four or more contiguous teeth or tooth bounded spaces per quadrant	Once per quadrant every 36 months and limited to Members age 13 or older.

Code	Description	Limitation
D4211	Gingivectomy or gingivoplasty – one to three contiguous teeth or tooth bounded spaces per quadrant	Once per quadrant every 36 months and limited to Members age 13 or older.
D4240	Gingival flap procedure, including root planing - four or more contiguous teeth or tooth bounded spaces per quadrant	Not a Benefit.
D4241	Gingival flap procedure, including root planing - one to three contiguous teeth or tooth bounded spaces per quadrant	Not a Benefit.
D4249	Clinical crown lengthening – hard tissue	For Members age 13 or older.
D4260	Osseous surgery (including elevation of a full thickness flap and closure) – four or more contiguous teeth or tooth bounded spaces per quadrant	Once per quadrant every 36 months and limited to Members age 13 or older.
D4261	Osseous surgery (including elevation of a full thickness flap and closure) – one to three contiguous teeth or tooth bounded spaces per quadrant	Once per quadrant every 36 months and limited to Members age 13 or older.
D4263	Bone replacement graft – retained natural tooth – first site in quadrant	Not a Benefit.
D4264	Bone replacement graft – retained natural tooth – each additional site in quadrant	Not a Benefit.
D4265	Biologic materials to aid in soft and osseous tissue regeneration, per site	For Members age 13 or older.
D4266	Guided tissue regeneration - resorbable barrier, per site	Not a Benefit.
D4267	Guided tissue regeneration - nonresorbable barrier, per site (includes membrane removal)	Not a Benefit.
D4270	Pedicle soft tissue graft procedure	Not a Benefit.

Code	Description	Limitation
D4273	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) first tooth, implant, or edentulous tooth position in graft	Not a Benefit.
D4275	Non-autogenous connective tissue graft procedure (including recipient site and donor material) – first tooth, implant or edentulous tooth position in same graft site	Not a Benefit.
D4283	Autogenous connective tissue graft procedure (including donor and recipient surgical sites) – each additional contiguous tooth, implant or edentulous tooth position in same graft site	Not a Benefit.
D4285	Non-autogenous connective tissue graft procedure (including recipient surgical site and donor material) – each additional contiguous tooth, implant or edentulous tooth position in same graft site	Not a Benefit.
D4341	Periodontal scaling and root planing – four or more teeth per quadrant	Once per quadrant every 24 months and limited to Members age 13 or older.
D4342	Periodontal scaling and root planing – one to three teeth per quadrant	Once per quadrant every 24 months and limited to Members age 13 or older.
D4346	Scaling in presence of generalized moderate or severe gingival inflammation – full mouth, after oral evaluation	
	NOTE: This code is categorized as Periodontal Maintenance (Basic Services). For cost share information, please refer to the Basic Services category rather than Major Services on the Summary of Benefits.	
D4355	Full mouth debridement to enable comprehensive evaluation and diagnosis	For Members age 13 or older.

Code	Description	Limitation
D4381	Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth	For Members age 13 or older.
D4910	Periodontal maintenance NOTE: This code is categorized as Periodontal Maintenance (Basic Services). For cost share information, please refer to the Basic Services category rather than Major Services on the Summary of Benefits.	Once in a calendar quarter and only in the 24-month period following the last periodontal scaling and root planning (D4341-D4342). This procedure must be preceded by a periodontal scaling and root planning and will be a Benefit only after completion of all necessary scaling and root planning and only for Members residing in a Skilled Nursing Facility (SNF) or Intermediate Care Facility (ICF). Not a Benefit in the same calendar quarter as scaling and root planning.
D4920	Unscheduled dressing change (by someone other than treating dentist or their staff)	Once per Member per provider; for Members age 13 or older only; must be performed within 30 days of the date of service of gingivectomy or gingivoplasty (D4210 and D4211) and osseous surgery (D4260 and D4261).
D4999	Unspecified periodontal procedure, by report	For Members age 13 or older.
Prosthodo	ntics, removable Procedures (D50	00-D5899)
D5110	Complete denture – maxillary	Once in a five-year period from a previous complete, immediate or overdenture- complete denture. A laboratory reline (D5750) or chairside reline (D5730) is a Benefit 12 months after the date of service for this procedure.
D5120	Complete denture – mandibular	Once in a five-year period from a previous complete, immediate or overdenture- complete denture. A laboratory reline (D5751) or chairside reline (D5731) is a Benefit 12 months after the date of service for this procedure.
D5130	Immediate denture – maxillary	Once per Member. Not a Benefit as a temporary denture. Subsequent complete dentures are not a Benefit within a five-year period of an immediate denture. A laboratory reline (D5750) or chairside reline (D5730) is a Benefit six months after the date of service for this procedure.
D5140	Immediate denture – mandibular	Once per Member. Not a Benefit as a temporary denture. Subsequent complete dentures are not a Benefit within a five-year period of an immediate denture.
D5211	Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)	
D5212	Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)	

Code	Description	Limitation
D5213	Maxillary partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	
D5214	Mandibular partial denture - cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	
D5221	Immediate maxillary partial denture – resin base (including retentive/clasping materials, rests and teeth)	Once in a five-year period and when replacing a permanent anterior tooth/ teeth and/or the arch lacks posterior balanced occlusion. Lack of posterior balanced occlusion is defined as follows: • Five posterior permanent teeth are missing,
		 (excluding third molars), or All four first and second permanent molars are missing, or The first and second permanent molars and second bicuspid are missing on the same side.
		Not a Benefit for replacing missing third molars.
		Includes limited follow-up care only; does not include future rebasing / relining procedures(s).
D5222	Immediate mandibular partial denture – resin base (including retentive/clasping materials, rests and teeth)	Once in a five-year period and when replacing a permanent anterior tooth/ teeth and/or the arch lacks posterior balanced occlusion. Lack of posterior balanced occlusion is defined as follows:
		 Five posterior permanent teeth are missing, (excluding third molars), or All four first and second permanent molars are missing, or The first and second permanent molars and second bicuspid are missing on the same side.
		Not a Benefit for replacing missing third molars.
		Includes limited follow-up care only; does not include future rebasing / relining procedures(s).
D5223	Immediate maxillary partial denture – cast metal framework with resin denture	Once in a five-year period and when opposing a full denture and the arch lacks posterior balanced occlusion. Lack of posterior balanced occlusion is defined as follows:
	bases (including retentive/clasping materials, rests and teeth)	 Five posterior permanent teeth are missing, (excluding third molars), or All four first and second permanent molars are missing, or The first and second permanent molars and second bicuspid are missing on the same side.
		Not a Benefit for replacing missing third molars.
		Includes limited follow-up care only; does not include future rebasing / relining procedures(s).

Code	Description	Limitation
D5224	Immediate mandibular partial denture – cast metal framework with resin denture bases (including retentive/clasping materials, rests and teeth)	Once in a five-year period and when opposing a full denture and the arch lacks posterior balanced occlusion. Lack of posterior balanced occlusion is defined as follows: • Five posterior permanent teeth are missing, (excluding third molars), or • All four first and second permanent molars are missing, or • The first and second permanent molars and second bicuspid are missing on the same side. Not a Benefit for replacing missing third molars. Includes limited follow-up care only; does not include future rebasing / relining procedures(s).
D5225	Maxillary partial denture - flexible base (including any clasps, rests and teeth)	Not a Benefit.
D5226	Mandibular partial denture - flexible base (including any clasps, rests and teeth)	Not a Benefit.
D5227	Immediate maxillary partial denture - flexible base (including any clasps, rests and teeth)	Not a Benefit.
D5228	Immediate mandibular partial denture - flexible base (including any clasps, rests and teeth)	Not a Benefit.
D5282	Removable unilateral partial denture – one piece cast metal (including clasps and teeth), maxillary	Not a Benefit.
D5283	Removable unilateral partial denture – one piece cast metal (including clasps and teeth), mandibular	Not a Benefit.
D5284	Removable unilateral partial denture – one piece flexible base (including clasps and teeth), per quadrant	Not a Benefit.
D5286	Removable unilateral partial denture – one piece resin (including clasps and teeth), per quadrant	Not a Benefit.

Code	Description	Limitation
D5410	Adjust complete denture – maxillary	Once per date of service per provider and no more than twice in a 12-month period per provider.
		 Same date of service or within six months of the date of service of a complete denture- maxillary (D5110), immediate denture- maxillary (D5130) or overdenture-complete (D5863 & D5865); Same date of service or within six months of the date of service of a reline complete maxillary denture (chairside) (D5730), reline complete maxillary denture (laboratory) (D5750) and tissue conditioning, maxillary (D5850); and Same date of service or within six months of the date of service of repair broken complete denture base (D5511 & D5512) and replace missing or broken teeth complete denture (D5520).
D5411	Adjust complete denture – mandibular	Once per date of service per provider and no more than twice in a 12-month period per provider.
		Not a Benefit:
		 Same date of service or within six months of the date of service of a complete denture- mandibular (D5120), immediate denture- mandibular (D5140) or overdenture-complete (D5863 & D5865); Same date of service or within six months of the date of service of a reline complete mandibular denture (chairside) (D5731), reline complete mandibular denture (laboratory) (D5751) and tissue conditioning, mandibular (D5851); and Same date of service or within six months of the date of service of repair broken complete denture base (D5511 & D5512) and replace missing or broken teeth complete denture (D5520).
D5421	Adjust partial denture – maxillary	Once per date of service per provider and no more than twice in a 12-month period per provider.
		 Same date of service or within six months of the date of service of a maxillary partial resin base (5211) or maxillary partial denture cast metal framework with resin denture bases (D5213); Same date of service or within six months of the date of service of a reline maxillary partial denture (chairside) (D5740), reline maxillary partial denture (laboratory) (D5760) and tissue conditioning, maxillary (D5850); and Same date of service or within six months of the date of service of repair resin denture base (D5611 & D 5612), repair cast framework (D5621 & D5622), repair or replace broken clasp (D5630), replace broken teeth per tooth (D5640), add tooth to existing partial denture (D5650) and add clasp to existing partial denture (D5660).

Code	Description	Limitation
D5422	Adjust partial denture – mandibular	Once per date of service per provider and no more than twice in a 12-month period per provider.
		Not a Benefit:
		 Same date of service or within six months of the date of service of a mandibular partial- resin base (D5212) or mandibular partial denture- cast metal framework with resin denture bases (D5214); Same date of service or within six months of the date of service of a reline mandibular partial denture (chairside) (D5741), reline mandibular partial denture (laboratory) (D5761) and tissue conditioning, mandibular (D5851); and Same date of service or within six months of the date of service of repair resin denture base (D5611 & D5612), repair cast framework (D5621 & D5622), repair or replace broken clasp (D5630), replace broken teeth per tooth (D5640), add tooth to existing partial denture (D5650) and add clasp to existing partial denture (D5660).
D5511	Repair broken complete denture base, mandibular	Once per date of service per provider and no more than twice in a 12-month period per provider. Not a Benefit on the same date of service as reline complete maxillary denture (chairside) (D5730), reline complete mandibular denture (chairside) (D5731), reline complete maxillary denture (laboratory) (D5750) and reline complete mandibular denture (laboratory) (D5751).
D5512	Repair broken complete denture base, maxillary	Once per date of service per provider and no more than twice in a 12-month period per provider. Not a Benefit on the same date of service as reline complete maxillary denture (chairside) (D5730), reline complete mandibular denture (chairside) (D5731), reline complete maxillary denture (laboratory) (D5750) and reline complete mandibular denture (laboratory) (D5751).
D5520	Replace missing or broken teeth – complete denture (each tooth)	Up to a maximum of four, per arch, per date of service per provider and no more than twice per arch, in a 12-month period per provider.
D5611	Repair resin denture base, mandibular	Once per date of service per provider; no more than twice in a 12-month period per provider; and for partial dentures only. Not a Benefit same date of service as reline maxillary partial denture (chairside) (D5740), reline mandibular partial denture (chairside) (D5741), reline maxillary partial denture (laboratory) (D5760) and reline mandibular partial denture (laboratory) (D5761).
D5612	Repair resin denture base, maxillary	Once per date of service per provider; no more than twice in a 12-month period per provider; and for partial dentures only. Not a Benefit same date of service as reline maxillary partial denture (chairside) (D5740), reline mandibular partial denture (chairside) (D5741), reline maxillary partial denture (laboratory) (D5760) and reline mandibular partial denture (laboratory) (D5761).

Code	Description	Limitation
D5621	Repair cast framework, mandibular	Once per date of service per provider and no more than twice in a 12-month period per provider.
D5622	Repair cast framework, maxillary	Once per date of service per provider and no more than twice in a 12-month period per provider.
D5630	Repair or replace broken clasp – per tooth	Up to a maximum of three, per date of service per provider and no more than twice per arch, in a 12-month period per provider.
D5640	Replace broken teeth – per tooth	Up to a maximum of 4=four, per arch, per date of service per provider; no more than twice per arch, in a 12-month period per provider; and for partial dentures only.
D5650	Add tooth to existing partial denture	Once per tooth and up to a maximum of three, per date of service per provider. Not a Benefit for adding third molars.
D5660	Add clasp to existing partial denture – per tooth	Up to a maximum of three, per date of service per provider and no more than twice per arch, in a 12-month period per provider.
D5670	Replace all teeth and acrylic on cast metal framework (maxillary)	Not a Benefit.
D5671	Replace all teeth and acrylic on cast metal framework (mandibular)	Not a Benefit.
D5710	Rebase complete maxillary denture	Not a Benefit.
D5711	Rebase complete mandibular denture	Not a Benefit.
D5720	Rebase maxillary partial denture	Not a Benefit.
D5721	Rebase mandibular partial denture	Not a Benefit.
D5730	Reline complete maxillary denture (chairside)	Once in a 12-month period; six months after the date of service for an immediate denture-maxillary (D5130) or immediate overdenture- complete (D5863 & D5865) that required extractions; 12 months after the date of service for a complete (remote) denture maxillary (D5110) or overdenture (remote complete (D5863 & D5865) that did not require extractions. Not a Benefit within 12 months of a reline complete maxillary denture (laboratory) (D5750).

Code	Description	Limitation
D5731	Reline complete mandibular denture (chairside)	Once in a 12-month period; six months after the date of service for an immediate denture-mandibular (D5140) or immediate overdenture- complete (D5863 & D5865) that required extractions; or 12 months after the date of service for a complete (remote) denture- mandibular (D5120) or overdenture (remote) complete (D5863 & D5865) that did not require extractions. Not a Benefit within 12 months of a reline complete mandibular denture (laboratory) (D5751).
D5740	Reline maxillary partial denture (chairside)	Once in a 12-month period; six months after the date of service for maxillary partial denture-resin base (D5211) or maxillary partial denture- cast metal framework with resin denture bases (D5213) that required extractions; or 12 months after the date of service for maxillary partial denture- resin base (D5211) or maxillary partial denture cast metal framework with resin denture bases (D5213) that did not require extractions. Not a Benefit within 12 months of a reline maxillary partial denture (laboratory) (D5760).
D5741	Reline mandibular partial denture (chairside)	Once in a 12-month period; six months after the date of service for mandibular partial denture- resin base (D5212) or mandibular partial denture- cast metal framework with resin denture bases (D5214) that required extractions; or 12 months after the date of service for mandibular partial denture resin base (D5212) or mandibular partial denture cast metal framework with resin denture bases (D5214) that did not require extractions. Not a Benefit within 12 months of a reline mandibular partial denture (laboratory) (D5761).
D5750	Reline complete maxillary denture (laboratory)	Once in a 12-month period; six months after the date of service for an immediate denture- maxillary (D5130) or immediate overdenture- complete (D5863 & D5865) that required extractions; or 12 months after the date of service for a complete (remote) denture- maxillary (D5110) or overdenture (remote) complete (D5863 & D5865) that did not require extractions. Not a Benefit within 12 months of a reline complete maxillary denture (chairside) (D5730).
D5751	Reline complete mandibular denture (laboratory)	Once in a 12-month period; six months after the date of service for an immediate denture- mandibular (D5140) or immediate overdenture- complete (D5863 & D5865) that required extractions; or 12 months after the date of service for a complete (remote) denture - mandibular (D5120) or overdenture (remote) complete (D5863 & D5865) that did not require extractions. Not a Benefit within 12 months of a reline complete mandibular denture (chairside) (D5731).
D5760	Reline maxillary partial denture (laboratory)	Once in a 12-month period and six months after the date of service for maxillary partial denture cast metal framework with resin denture bases (D5213) that required extractions, or 12 months after the date of service for maxillary partial denture cast metal framework with resin denture bases (D5213) that did not require extractions.
		Not a Benefit: • Within 12 months of a reline maxillary partial
		denture (chairside) (D5740); and For maxillary partial denture resin base (D5211).

Code	Description	Limitation
D5761	Reline mandibular partial denture (laboratory)	Once in a 12-month period; six months after the date of service for mandibular partial denture- cast metal framework with resin denture bases (D5214) that required extractions; or 12 months after the date of service for mandibular partial denture cast metal framework with resin denture bases (D5214) that did not require extractions.
		Not a Benefit:
		 Within 12 months of a reline mandibular partial denture (chairside) (D5741); and For a mandibular partial denture resin base (D5212).
D5850	Tissue conditioning, maxillary	Twice per prosthesis in a 36-month period.
		Not a Benefit:
		 Same date of service as reline complete maxillary denture (chairside) (D5730), reline maxillary partial denture (chairside) (D5740), reline complete maxillary denture (laboratory) (D5750) and reline maxillary partial denture (laboratory) (D5760); and Same date of service as a prosthesis that did not require extractions.
D5851	Tissue conditioning,	Twice per prosthesis in a 36-month period.
	mandibular	Not a Benefit:
		 Same date of service as reline complete mandibular denture (chairside) (D5731), reline mandibular partial denture (chairside) (D5741), reline complete mandibular denture (laboratory) (D5751) and reline mandibular partial denture (laboratory) (D5761); and Same date of service as a prosthesis that did not require extractions.
D5862	Precision attachment, by report	
D5863	Overdenture – complete maxillary	Once in a five-year period.
D5864	Overdenture – partial maxillary	Once in a five-year period.
D5865	Overdenture – complete mandibular	Once in a five-year period.
D5866	Overdenture – partial mandibular	Once in a five-year period.
D5876	Add metal substructure to acrylic full denture (per arch)	Not a Benefit.
D5899	Unspecified removable prosthodontic procedure, by report	
Maxillofa	cial Prosthetics Procedures (D5900	-D5999)

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Code	Description	Limitation
D5911	Facial moulage (sectional)	
D5912	Facial moulage (complete)	
D5913	Nasal prosthesis	
D5914	Auricular prosthesis	
D5915	Orbital prosthesis	
D5916	Ocular prosthesis	Not a Benefit on the same date of service as ocular prosthesis, interim (D5923).
D5919	Facial prosthesis	
D5922	Nasal septal prosthesis	
D5923	Ocular prosthesis, interim	Not a Benefit on the same date of service as ocular prosthesis, interim (D5923).
D5924	Cranial prosthesis	
D5925	Facial augmentation implant prosthesis	
D5926	Nasal prosthesis, replacement	
D5927	Auricular prosthesis, replacement	
D5928	Orbital prosthesis, replacement	
D5929	Facial prosthesis, replacement	
D5931	Obturator prosthesis, surgical	Not a Benefit on the same date of service as obturator prosthesis, definitive (D5932) and obturator prosthesis, interim (D5936).
D5932	Obturator prosthesis, definitive	Not a Benefit on the same date of service as obturator prosthesis, surgical (D5931) and obturator prosthesis, interim (D5936).
D5933	Obturator prosthesis,	Twice in a 12-month period.
	modification	Not a Benefit on the same date of service as obturator prosthesis, surgical (D5931), obturator prosthesis, definitive (D5932) and obturator prosthesis, interim (D5936).
D5934	Mandibular resection prosthesis with guide flange	
D5935	Mandibular resection prosthesis without guide flange	
D5936	Obturator prosthesis, interim	Not a Benefit on the same date of service as obturator prosthesis, surgical (D5931) and obturator prosthesis, definitive (D5932).
D5937	Trismus appliance (not for TMD treatment)	
D5951	Feeding aid	For Members under the age of 18 only.

Code	Description	Limitation
D5952	Speech aid prosthesis, pediatric	For Members under the age of 18 only.
D5953	Speech aid prosthesis, adult	For Members under the age of 18 only.
D5954	Palatal augmentation prosthesis	
D5955	Palatal lift prosthesis, definitive	Not a Benefit on the same date of service as palatal lift prosthesis, interim (D5958).
D5958	Palatal lift prosthesis, interim	Not a Benefit on the same date of service with palatal lift prosthesis, definitive (D5955).
D5959	Palatal lift prosthesis,	Twice in a 12-month period.
	modification	Not a Benefit on the same date of service as palatal lift prosthesis, definitive (D5955) and palatal lift prosthesis, interim (D5958).
D5960	Speech aid prosthesis,	Twice in a 12-month period.
	modification	Not a Benefit on the same date of service as speech aid prosthesis, pediatric (D5952) and speech aid prosthesis, adult (D5953).
D5982	Surgical stent	
D5983	Radiation carrier	
D5984	Radiation shield	
D5985	Radiation cone locator	
D5986	Fluoride gel carrier	A Benefit only in conjunction with radiation therapy directed at the teeth, jaws or salivary glands.
D5987	Commissure splint	
D5988	Surgical splint	
D5991	Vesiculobullous disease medicament carrier	
D5999	Unspecified maxillofacial prosthesis, by report	
Implant S	ervices Procedures (D6000-D6199)	
D6010	Surgical placement of implant body: endosteal implant	
D6011	Surgical access to an implant body (second stage implant surgery)	
D6013	Surgical placement of mini implant	
D6040	Surgical placement: eposteal implant	
D6050	Surgical placement: transosteal implant	

Code	Description	Limitation
D6055	Connecting bar – implant supported or abutment supported	
D6056	Prefabricated abutment – includes modification and placement	
D6057	Custom fabricated abutment – includes placement	
D6058	Abutment supported porcelain/ceramic crown	
D6059	Abutment supported porcelain fused to metal crown (high noble metal)	
D6060	Abutment supported porcelain fused to metal crown (predominantly base metal)	
D6061	Abutment supported porcelain fused to metal crown (noble metal)	
D6062	Abutment supported cast metal crown (high noble metal)	
D6063	Abutment supported cast metal crown (predominantly base metal)	
D6064	Abutment supported cast metal crown (noble metal)	
D6065	Implant supported porcelain/ceramic crown	
D6066	Implant supported crown – porcelain fused to high noble alloys	
D6067	Implant supported crown – high noble alloys	
D6068	Abutment supported retainer for porcelain/ceramic FPD	
D6069	Abutment supported retainer for porcelain fused to metal FPD (high noble metal)	
D6070	Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)	
D6071	Abutment supported retainer for porcelain fused to metal FPD (noble metal)	

Code	Description	Limitation
D6072	Abutment supported retainer for cast metal FPD (high noble metal)	
D6073	Abutment supported retainer for cast metal FPD (predominantly base metal)	
D6074	Abutment supported retainer for cast metal FPD (noble metal)	
D6075	Implant supported retainer for ceramic FPD	
D6076	Implant supported retainer FPD – porcelain fused to high noble alloys	
D6077	Implant supported retainer for metal FPD – high noble alloys	
D6080	Implant maintenance procedures when prosthesis are removed and reinserted, including, cleansing of prosthesis and abutments	
D6081	Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure	
D6082	Implant supported crown – porcelain fused to predominantly base alloys	
D6083	Implant supported crown – porcelain fused to noble alloys	
D6084	Implant supported crown – porcelain fused to titanium and titanium alloys	
D6085	Provisional implant crown	
D6086	Implant supported crown – predominantly base alloys	
D6087	Implant supported crown – noble alloys	
D6088	Implant supported crown – titanium and titanium alloys	
D6090	Repair implant supported prosthesis, by report	

Code	Description	Limitation
D6091	Replacement of replaceable part of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment	
D6092	Re-cement or re-bond implant/abutment supported crown	Not a Benefit within 12 months of a previous recementation by the same provider.
D6093	Re-cement or re-bond implant/abutment supported fixed partial denture	Not a Benefit within 12 months of a previous recementation by the same provider.
D6094	Abutment supported crown (titanium and titanium alloys)	
D6095	Repair implant abutment, by report	
D6096	Remove broken implant retaining screw	
D6097	Abutment supported crown – porcelain fused to titanium and titanium alloys	
D6098	Implant supported retainer – porcelain fused to predominantly base alloys	
D6099	Implant supported retainer for FPD – porcelain fused to noble alloys	
D6100	Surgical removal of implant body	
D6110	Implant/abutment supported removable denture for edentulous arch – maxillary	
D6111	Implant/abutment supported removable denture for edentulous arch – mandibular	
D6112	Implant/abutment supported removable denture for partially edentulous arch – maxillary	
D6113	Implant/abutment supported removable denture for partially edentulous arch – mandibular	
D6114	Implant/abutment supported fixed denture for edentulous arch – maxillary	

Code	Description	Limitation
D6115	Implant/abutment supported fixed denture for edentulous arch – mandibular	
D6116	Implant/abutment supported fixed denture for partially edentulous arch – maxillary	
D6117	Implant/abutment supported fixed denture for partially edentulous arch – mandibular	
D6120	Implant supported retainer – porcelain fused to titanium and titanium alloys	
D6121	Implant supported retainer for metal FPD – predominantly base alloys	
D6122	Implant supported retainer for metal FPD – noble alloys	
D6123	Implant supported retainer for metal FPD – titanium and titanium alloys	
D6190	Radiographic/surgical implant index, by report	
D6191	Semi-precision abutment – placement	
D6192	Semi-precision attachment – placement	
D6194	Abutment supported retainer crown for FPD – titanium and titanium alloys	
D6195	Abutment supported retainer – porcelain fused to titanium and titanium alloys	
D6199	Unspecified implant procedure, by report	
Prosthodo	ntics, fixed Procedures (D6200-D6	999)
D6205	Pontic - indirect resin based composite	Not a Benefit.
D6210	Pontic - cast high noble metal	Not a Benefit.
D6211	Pontic – cast predominately base metal	Once in a five-year period; only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214); and only when billed on the same date of service with fixed partial denture retainers (abutments) (D6721, D6740, D6751, D6781, D6783 and D6791). Not a Benefit for Members under the age of 13.

Code	Description	Limitation
D6212	Pontic - cast noble metal	Not a Benefit.
D6214	Pontic – titanium and titanium alloys	Not a Benefit.
D6240	Pontic - porcelain fused to high noble metal	Not a Benefit.
D6241	Pontic – porcelain fused to predominantly base metal	Once in a five-year period; only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214); and only when billed on the same date of service with fixed partial denture retainers (abutments) (D6721, D6740, D6751, D6781, D6783 and D6791). Not a Benefit for Members under the age of 13.
D6242	Pontic - porcelain fused to noble metal	Not a Benefit.
D6243	Pontic - porcelain fused to titanium and titanium alloys	Not a Benefit.
D6245	Pontic – porcelain/ceramic	Once in a five-year period; only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214); and only when billed on the same date of service with fixed partial denture retainers (abutments) (D6721, D6740, D6751, D6781, D6783 and D6791). Not a Benefit for Members under the age of 13.
D6250	Pontic - resin with high noble metal	Not a Benefit.
D6251	Pontic - resin with predominantly base metal	Once in a five-year period; only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214); and only when billed on the same date of service with fixed partial denture retainers (abutments) (D6721, D6740, D6751, D6781, D6783 and D6791).
D6252	Pontic - resin with noble metal	Not a Benefit for Members under the age of 13. Not a Benefit.
D6545	Retainer - cast metal for resin bonded fixed prosthesis	Not a Benefit.

Code	Description	Limitation
D6548	Retainer - porcelain/ceramic for resin bonded fixed prosthesis	Not a Benefit.
D6549	Retainer – for resin bonded fixed prosthesis	Not a Benefit.
D6608	Retainer onlay - porcelain/ceramic, two surfaces	Not a Benefit.
D6609	Retainer onlay - porcelain/ceramic, three or more surfaces	Not a Benefit.
D6610	Retainer onlay - cast high noble metal, two surfaces	Not a Benefit.
D6611	Retainer onlay - cast high noble metal, three or more surfaces	Not a Benefit.
D6612	Retainer onlay - cast predominantly base metal, two surfaces	Not a Benefit.
D6613	Retainer onlay - cast predominantly base metal, three or more surfaces	Not a Benefit.
D6614	Retainer onlay - cast noble metal, two surfaces	Not a Benefit.
D6615	Retainer onlay - cast noble metal, three or more surfaces	Not a Benefit.
D6634	Retainer onlay - titanium	Not a Benefit.
D6710	Retainer crown - indirect resin based composite	Not a Benefit.
D6720	Retainer crown - resin with high noble metal	Not a Benefit.
D6721	Retainer crown – resin with predominantly base metal	Once in a five-year period and only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214).
		Not a Benefit for Members under the age of 13.
D6722	Retainer crown - resin with noble metal	Not a Benefit.
D6740	Retainer crown – porcelain/ceramic	Once in a five-year period and only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214).
		Not a Benefit for Members under the age of 13.
D6750	Retainer crown – porcelain fused to high noble metal	Not a Benefit.

Code	Description	Limitation
D6751	Retainer crown – porcelain fused to predominantly base metal	Once in a five-year period and only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214).
		Not a Benefit for Members under the age of 13.
D6752	Retainer crown – porcelain fused to noble metal	Not a Benefit.
D6753	Retainer crown – porcelain fused to titanium and titanium alloys	Not a Benefit.
D6781	Retainer crown – 3/4 cast predominantly base metal	Once in a five-year period and only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214).
		Not a Benefit for Members under the age of 13.
D6782	Retainer crown - 3/4 cast noble metal	Not a Benefit.
D6783	Retainer crown – 3/4 porcelain/ceramic	Once in a five-year period and only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214).
		Not a Benefit for Members under the age of 13.
D6784	Retainer crown – 3/4 porcelain fused to titanium and titanium alloys	Once in a five-year period and only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214).
		Not a Benefit for Members under the age of 13.
D6791	Retainer crown – full cast predominantly base metal	Once in a five-year period and only when the criteria are met for a resin partial denture or cast partial denture (D5211, D5212, D5213 and D5214).
		Not a Benefit for Members under the age of 13.
D6794	Retainer crown – titanium and titanium alloys	Not a Benefit.
D6930	Re-cement or re-bond fixed partial denture	The original provider is responsible for all re-cementations within the first 12 months following the initial placement of a fixed partial denture. Not a Benefit within 12 months of a previous re-cementation by the same provider.
D6980	Fixed partial denture repair necessitated by restorative material failure	Not a Benefit within 12 months of initial placement or previous repair, same provider.
D6999	Unspecified fixed prosthodontic procedure, by report	
Oral Max	cillofacial Prosthetics Procedures (D	7000-D7999)
D7111	Extraction, coronal remnants – deciduous tooth	Not a Benefit for asymptomatic teeth.
D7140	Extraction, erupted tooth or exposed root (elevation and/or forceps removal)	Not a Benefit when removed by the same provider who performed the initial tooth extraction.

Code	Description	Limitation
D7210	Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated	A Benefit when the removal of any erupted tooth requires the elevation of a mucoperiosteal flap and the removal of substantial alveolar bone or sectioning of the tooth.
D7220	Removal of impacted tooth – soft tissue	A Benefit when the major portion or the entire occlusal surface is covered by mucogingival soft tissue.
D7230	Removal of impacted tooth – partially bony	A Benefit when the removal of any impacted tooth requires the elevation of a mucoperiosteal flap and the removal of substantial alveolar bone. One of the proximal heights of contour of the crown shall be covered by bone.
D7240	Removal of impacted tooth – completely bony	A Benefit when the removal of any impacted tooth requires the elevation of a mucoperiosteal flap and the removal of substantial alveolar bone covering most or all of the crown.
D7241	Removal of impacted tooth – completely bony, with unusual surgical complications	A Benefit when the removal of any impacted tooth requires the elevation of a mucoperiosteal flap and the removal of substantial alveolar bone covering most or all of the crown. Difficulty or complication shall be due to factors such as nerve dissection or aberrant tooth position.
D7250	Removal of residual tooth roots (cutting procedure)	A Benefit when the root is completely covered by alveolar bone. Not a Benefit to the same provider who performed the initial tooth extraction.
D7260	Oroantral fistula closure	A Benefit for the excision of a fistulous tract between the maxillary sinus and oral cavity.
D7261	Primary closure of a sinus perforation	A Benefit in the absence of a fistulous tract requiring the repair or immediate closure of the oroantral or oralnasal communication, subsequent to the removal of a tooth.
D7270	Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth	Once per arch regardless of the number of teeth involved and for permanent anterior teeth only.
D7280	Exposure of an unerupted tooth	Not a Benefit: a. for Members age 19 or older, or b. for third molars.
D7283	Placement of device to facilitate eruption of impacted tooth	Only for Members in active orthodontic treatment. Not a Benefit: • For Members age 19 years or older; and • For third molars unless the third molar occupies the first or second molar position.
D7285	Incisional biopsy of oral tissue – hard (bone, tooth)	For the removal of the specimen only and once per arch, per date of service regardless of the areas involved. Not a Benefit with an apicoectomy/ periradicular surgery (D3410-D3426), an extraction (D7111-D7250) and an excision of any soft tissues or intraosseous lesions (D7410-D7461) in the same area or region on the same date of service.

Code	Description	Limitation
D7286	Incisional biopsy of oral tissue – soft	For the removal of the specimen only and up to a maximum of three per date of service.
		Not a Benefit with an apicoectomy/ periradicular surgery (D3410-D3426), an extraction (D7111-D7250) and an excision of any soft tissues or intraosseous
D7287	Exfoliative cytological sample collection	Not a Benefit.
D7288	Brush biopsy - transepithelial sample collection	Not a Benefit.
D7290	Surgical repositioning of teeth	For permanent teeth only; once per arch; and only for Members in active orthodontic treatment.
D7291	Transseptal fiberotomy/supra crestal fiberotomy, by report	Once per arch and only for Members in active orthodontic treatment.
D7310	Alveoloplasty in conjunction with extractions – four or more	A Benefit on the same date of service with two or more extractions (D7140-D7250) in the same quadrant.
	teeth or tooth spaces, per quadrant	Not a Benefit when only one tooth is extracted in the same quadrant on the same date of service.
D7311	Alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	
D7320	Alveoloplasty not in conjunction with extractions – four or more teeth or tooth spaces, per quadrant	A Benefit regardless of the number of teeth or tooth spaces.
D7321	Alveoloplasty not in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	
D7340	Vestibuloplasty – ridge extension (secondary epithelialization)	Once in a five-year period per arch.
D7350	Vestibuloplasty – ridge extension (including soft tissue grafts, muscle reattachment, revision of soft tissue attachment and management of hypertrophied and hyperplastic tissue)	Once per arch. Not a Benefit: On the same date of service with a vestibuloplasty ridge extension (D7340) same arch; and On the same date of service with extractions (D7111- D7250) same arch.
D7410	Excision of benign lesion up to 1.25 cm	
D7411	Excision of benign lesion greater than 1.25 cm	
D7412	Excision of benign lesion, complicated	A Benefit when there is extensive undermining with advancement or rotational flap closure.

Code	Description	Limitation
D7413	Excision of malignant lesion up to 1.25 cm	
D7414	Excision of malignant lesion greater than 1.25 cm	
D7415	Excision of malignant lesion, complicated	A Benefit when there is extensive undermining with advancement or rotational flap closure.
D7440	Excision of malignant tumor – lesion diameter up to 1.25 cm	
D7441	Excision of malignant tumor – lesion diameter greater than 1.25 cm	
D7450	Removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm	
D7451	Removal of benign odontogenic cyst or tumor – lesion diameter greater than 1.25 cm	
D7460	Removal of benign nonodontogenic cyst or tumor – lesion diameter up to 1.25 cm	
D7461	Removal of benign nonodontogenic cyst or tumor – lesion diameter greater than 1.25 cm	
D7465	Destruction of lesion(s) by physical or chemical method, by report	
D7471	Removal of lateral exostosis (maxilla or mandible)	Once per quadrant and for the removal of buccal or facial exostosis only.
D7472	Removal of torus palatinus	Once in the Member's lifetime.
D7473	Removal of torus mandibularis	Once per quadrant.
D7485	Reduction of osseous tuberosity	Once per quadrant.
D7490	Radical resection of maxilla or mandible	
D7510	Incision and drainage of abscess – intraoral soft tissue	Once per quadrant, same date of service.
D7511	Incision and drainage of abscess – intraoral soft tissue – complicated (includes drainage of multiple fascial spaces)	Once per quadrant, same date of service.
D7520	Incision and drainage of abscess – extraoral soft tissue	

Code	Description	Limitation
D7521	Incision and drainage of abscess – extraoral soft tissue – complicated (includes drainage of multiple fascial spaces)	
D7530	Removal of foreign body from	Once per date of service.
	mucosa, skin, or subcutaneous alveolar tissue	Not a Benefit when associated with the removal of a tumor, cyst (D7440- D7461) or tooth (D7111- D7250).
D7540	Removal of reaction	Once per date of service.
	producing foreign bodies, musculoskeletal system	Not a Benefit when associated with the removal of a tumor, cyst (D7440- D7461) or tooth (D7111- D7250).
D7550	Partial ostectomy/sequestrectomy for removal of non-vital bone	Once per quadrant per date of service and only for the removal of loose or sloughed off dead bone caused by infection or reduced blood supply.
		Not a Benefit within 30 days of an associated extraction (D7111-D7250).
D7560	Maxillary sinusotomy for removal of tooth fragment or foreign body	Not a Benefit when a tooth fragment or foreign body is retrieved from the tooth socket.
D7610	Maxilla – open reduction (teeth immobilized, if present)	
D7620	Maxilla – closed reduction (teeth immobilized, if present)	
D7630	Mandible – open reduction (teeth immobilized, if present)	
D7640	Mandible – closed reduction (teeth immobilized, if present)	
D7650	Malar and/or zygomatic arch – open reduction	
D7660	Malar and/or zygomatic arch – closed reduction	
D7670	Alveolus – closed reduction, may include stabilization of teeth	
D7671	Alveolus – open reduction, may include stabilization of teeth	
D7680	Facial bones – complicated reduction with fixation and multiple surgical approaches	For the treatment of simple fractures only.
D7710	Maxilla – open reduction	
D7720	Maxilla – closed reduction	
D7730	Mandible – open reduction	
D7740	Mandible – closed reduction	

Code	Description	Limitation
D7750	Malar and/or zygomatic arch – open reduction	
D7760	Malar and/or zygomatic arch – closed reduction	
D7770	Alveolus – open reduction stabilization of teeth	
D7771	Alveolus, closed reduction stabilization of teeth	
D7780	Facial bones – complicated reduction with fixation and multiple approaches	For the treatment of compound fractures only.
D7810	Open reduction of dislocation	
D7820	Closed reduction of dislocation	
D7830	Manipulation under anesthesia	
D7840	Condylectomy	
D7850	Surgical discectomy, with/without implant	
D7852	Disc repair	
D7854	Synovectomy	
D7856	Myotomy	
D7858	Joint reconstruction	
D7860	Arthrotomy	
D7865	Arthroplasty	
D7870	Arthrocentesis	
D7871	Non-arthroscopic lysis and lavage	
D7872	Arthroscopy – diagnosis, with or without biopsy	
D7873	Arthroscopy – lavage and lysis of adhesions	
D7874	Arthroscopy – disc repositioning and stabilization	
D7875	Arthroscopy – synovectomy	
D7876	Arthroscopy – discectomy	
D7877	Arthroscopy – debridement	
D7880	Occlusal orthotic device, by report	Not a Benefit for the treatment of bruxism.
D7881	Occlusal orthotic device adjustment	

Code	Description Limitation			
D7899	Unspecified TMD therapy, by report	Not a Benefit for procedures such as acupuncture, acupressure, biofeedback and hypnosis.		
D7910	Suture of recent small wounds up to 5 cm	Not a Benefit for the closure of surgical incisions.		
D7911	Complicated suture – up to 5 cm	Not a Benefit for the closure of surgical incisions.		
D7912	Complicated suture – greater than 5 cm	Not a Benefit for the closure of surgical incisions.		
D7920	Skin graft (identify defect covered, location and type of graft)	Not a Benefit for periodontal grafting.		
D7922	Placement of intra-socket biological dressing to aid in hemostasis or clot stabilization, per site			
D7940	Osteoplasty – for orthognathic deformities			
D7941	Osteotomy – mandibular rami			
D7943	Osteotomy – mandibular rami with bone graft; includes obtaining the graft			
D7944	Osteotomy – segmented or subapical			
D7945	Osteotomy – body of mandible			
D7946	LeFort I (maxilla – total)			
D7947	LeFort I (maxilla – segmented)			
D7948	LeFort II or LeFort III (osteoplasty of facial bones for midface hypoplasia or retrusion) – without bone graft			
D7949	LeFort II or LeFort III – with bone graft			
D7950	Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla – autogenous or nonautogenous, by report	Not a Benefit for periodontal grafting.		
D7951	Sinus augmentation with bone or bone substitutes via a lateral open approach	Only for Members with authorized implant services.		
D7952	Sinus augmentation via a vertical approach	Only for Members with authorized implant services.		
D7955	Repair of maxillofacial soft and/or hard tissue defect	Not a Benefit for periodontal grafting.		

Code	Description	Limitation
D7961	Buccal/labial frenectomy (frenulectomy)	Once per arch per date of service and only when the permanent incisors and cuspids have erupted.
D7962	Lingual frenectomy (frenulectomy)	Once per arch per date of service and only when the permanent incisors and cuspids have erupted.
D7963	Frenuloplasty	Once per arch per date of service and only when the permanent incisors and cuspids have erupted.
		Not a Benefit for drug induced hyperplasia or where removal of tissue requires extensive gingival recontouring.
D7970	Excision of hyperplastic tissue – per arch	Once per arch per date of service.
D7971	Excision of pericoronal gingiva	
D7972	Surgical reduction of fibrous tuberosity	Once per quadrant per date of service.
D7979	Non-surgical Sialolithotomy	
D7980	Sialolithotomy	
D7981	Excision of salivary gland, by report	
D7982	Sialodochoplasty	
D7983	Closure of salivary fistula	
D7990	Emergency tracheotomy	
D7991	Coronoidectomy	
D7995	Synthetic graft – mandible or facial bones, by report	Not a Benefit for periodontal grafting.
D7997	Appliance removal (not by dentist who placed	Once per arch per date of service and for the removal of appliances related to surgical procedures only.
	appliance), includes removal of archbar	Not a Benefit for the removal of orthodontic appliances and space maintainers.
D7999	Unspecified oral surgery procedure, by report	
Orthodor	ntics Procedures (D8000-D8999)	
D8080	Comprehensive orthodontic treatment of the adolescent dentition – handicapping malocclusion	Once per Member per phase of treatment; for handicapping malocclusion, cleft palate and facial growth management cases; and for permanent dentition (unless the Member is age 13 or older with primary teeth still present or has a cleft palate or craniofacial anomaly).
D8210	Removable appliance therapy	Once per Member and for Members ages six through 12.
D8220	Fixed appliance therapy	Once per Member and for Members ages six through 12.

Code	Description	Limitation		
D8660	Pre-orthodontic treatment examination to monitor growth and development	Once every three months for a maximum of six and must be done prior to comprehensive orthodontic treatment of the adolescent dentition (D8080) for the initial treatment phase for facial growth management cases regardless of how many dentition phases are required.		
D8670	Periodic orthodontic treatment visit – handicapping malocclusion	Once per calendar quarter and for permanent dentition (unless the Member is age 13 or older with primary teeth still present or has a cleft palate or craniofacial anomaly).		
D8670	Periodic orthodontic treatment visit cleft palate – primary dentition	Up to a maximum of four quarterly visits. (2 additional quarterly visits shall be authorized when documentation and photographs justify the medical necessity).		
D8670	Periodic orthodontic treatment visit cleft palate – mixed dentition	Up to a maximum of five quarterly visits. (3 additional quarterly visits shall be authorized when documentation and photographs justify the medical necessity).		
D8670	Periodic orthodontic treatment visit cleft palate – permanent dentition	Up to a maximum of 10 quarterly visits. (5 additional quarterly visits shall be authorized when documentation and photographs justify the medical necessity)		
D8670	Periodic orthodontic treatment visit facial growth management – primary dentition	Up to a maximum of four quarterly visits. (2 additional quarterly visits shall be authorized when documentation and photographs justify the medical necessity).		
D8670	Periodic orthodontic treatment visit facial growth management – mixed dentition	Up to a maximum of five quarterly visits. (3 additional quarterly visits shall be authorized when documentation and photographs justify the medical necessity).		
D8670	Periodic orthodontic treatment visit facial growth management – permanent dentition	Up to a maximum of eight quarterly visits. (4 additional quarterly visits shall be authorized when documentation and photographs justify the medical necessity).		
D8680	Orthodontic retention (removal of appliances, construction and placement of retainer(s))	Once per arch for each authorized phase of orthodontic treatment and for permanent dentition (unless the Member is age 13 or older with primary teeth still present or has a cleft palate or craniofacial anomaly).		
		Not a Benefit until the active phase of orthodontic treatment (D8670) is completed. If fewer than the authorized number of periodic orthodontic treatment visit(s) (D8670) are necessary because the active phase of treatment has been completed early, then this shall be documented on the claim for orthodontic retention (D8680).		
D8681	Removable orthodontic retainer adjustment			
D8696	Repair of orthodontic	Once per appliance.		
	appliance - maxillary	Not a Benefit to the original provider for the replacement and/or repair of brackets, bands, or arch wires.		
D8697	Repair of orthodontic	Once per appliance.		
	appliance - mandibular	Not a Benefit to the original provider for the replacement and/or repair of brackets, bands, or arch wires.		

Code	Description	Limitation
D8698	Re-cement or re-bond fixed retainer – maxillary	Once per provider.
D8699	Re-cement or re-bond fixed retainer – mandibular	Once per provider.
D8701	Repair of fixed retainer, includes reattachment – maxillary	
D8702	Repair of fixed retainer, includes reattachment – mandibular	
D8703	Replacement of lost or broken retainer – maxillary	Once per arch and only within 24 months following the date of service of orthodontic retention (D8680).
D8704	Replacement of lost or broken retainer – mandibular	Once per arch and only within 24 months following the date of service of orthodontic retention (D8680).
D8999	Unspecified orthodontic procedure, by report	
Adjunctive	General Services Procedures (D9	9000-D9999)
D9110	Palliative (emergency) treatment of dental pain –	Once per date of service per provider regardless of the number of teeth and/or areas treated.
	minor procedure	Not a Benefit when any other treatment is performed on the same date of service, except when radiographs/ photographs are needed of the affected area to diagnose and document the emergency condition.
D9120	Fixed partial denture sectioning	A Benefit when at least one of the abutment teeth is to be retained.
D9210	Local anesthesia not in conjunction with operative or surgical procedures	Once per date of service per provider and only for use in order to perform a differential diagnosis or as a therapeutic injection to eliminate or control a disease or abnormal state.
		Not a Benefit when any other treatment is performed on the same date of service, except when radiographs/photographs are needed of the affected area to diagnose and document the emergency condition.
D9211	Regional block anesthesia	
D9212	Trigeminal division block anesthesia	
D9215	Local anesthesia in conjunction with operative or surgical procedures	

Code	Description	Limitation		
D9222	Deep sedation/analgesia - first 15 minutes	 On the same date of service as analgesia, anxiolysis, inhalation of nitrous oxide (D9230), intravenous conscious sedation/analgesia (D9241 and D9242) or non-intravenous conscious sedation (D9248); and When all associated procedures on the same date of service by the same provider are denied. 		
D9223	Deep sedation/general anesthesia – each 15 minute increment			
D9230	Inhalation of nitrous oxide/analgesia, anxiolysis	For uncooperative Members under the age of 13, or for Members age 13 or older when documentation specifically identifies the physical, behavioral, developmental or emotional condition that prohibits the Member from responding to the provider's attempts to perform treatment.		
		Not a Benefit:		
		 On the same date of service as deep sedation/general anesthesia (D9223), intravenous conscious sedation/ analgesia (D9243) or non-intravenous conscious sedation (D9248); and When all associated procedures on the same date of service by the same provider are denied. 		
D9239	Intravenous moderate	Not a benefit:		
	(conscious) sedation/ analgesia - first 15 minutes	 On the same date of service as deep sedation/general anesthesia (D9220 and D9221), analgesia, anxiolysis, inhalation of nitrous oxide (D9230) or non-intravenous conscious sedation (D9248); and When all associated procedures on the same date of service by the same provider are denied. 		
D9243	Intravenous moderate (conscious) sedation/analgesia – each 15 minute increment	On the same date of service as deep sedation/general anesthesia (D9223), analgesia, anxiolysis, inhalation of nitrous oxide (D9230) or non-intravenous conscious sedation (D9248); and When all associated procedures on the same date of service by the same provider are denied.		

Code	de Description Limitation			
D9248	Non-intravenous conscious sedation	Once per date of service; for uncooperative Members under the age of 13, or for Members age 13 or older when documentation specifically identifies the physical, behavioral, developmental or emotional condition that prohibits the Member from responding to the provider's attempts to perform treatment; for oral, patch, intramuscular or subcutaneous routes of administration.		
		Not a Benefit:		
		 On the same date of service as deep sedation/general anesthesia (D9223), analgesia, anxiolysis, inhalation of nitrous oxide (D9230) or intravenous conscious sedation/ analgesia (D9243); and When all associated procedures on the same date of service by the same provider are denied. 		
D9310	Consultation – diagnostic	or service by the same provider are defined.		
<i>D</i> 7010	service provided by dentist or physician other than requesting dentist or physician			
D9311	Consultation with a medical health professional			
D9410	House/extended care facility call	Once per Member per date of service and only in conjunction with procedures that are payable.		
D9420	Hospital or ambulatory surgical center call	A Benefit for each hour or fraction thereof as documented on the operative report.		
D9430	Office visit for observation (during regularly scheduled hours) – no other services performed	Once per date of service per provider. Not a Benefit: When procedures other than necessary radiographs and/or photographs are provided on the same date of service; and For visits to Members residing in a house/ extended care facility.		
D9440	Office visit – after regularly scheduled hours	Once per date of service per provider and only with treatment that is a Benefit.		
D9450	Case presentation, detailed and extensive treatment planning	Not a Benefit.		
D9610	Therapeutic parenteral drug, single administration	 Up to a maximum of four injections per date of service. Not a Benefit: For the administration of an analgesic or sedative when used in conjunction with deep sedation/general anesthesia (D9223), analgesia, anxiolysis, inhalation of nitrous oxide (D9230), intravenous conscious sedation/ analgesia (D9243) or non- intravenous conscious sedation (D9248); and When all associated procedures on the same date of service by the same provider are denied. 		

Code	Description	Limitation
D9612	Therapeutic parenteral drugs, two or more administrations, different medications	
D9910	Application of desensitizing medicament	Once in a 12-month period per provider and for permanent teeth only.
D9930	Treatment of complications (post-surgical) – unusual circumstances, by report	Once per date of service per provider; for the treatment of a dry socket or excessive bleeding within 30 days of the date of service of an extraction; and for the removal of bony fragments within 30 days of the date of service of an extraction.
		Not a Benefit:
		 For the removal of bony fragments on the same date of service as an extraction; and For routine post- operative visits.
D9942	Repair and/or reline of occlusal guard	Not a Benefit.
D9943	Occlusal guard adjustment	Not a Benefit.
D9944	Occlusal guard – hard appliance, full arch	Not a Benefit.
D9945	Occlusal guard – soft appliance, full arch	Not a Benefit.
D9946	Occlusal guard – hard appliance, partial arch	Not a Benefit.
D9950	Occlusion analysis – mounted case	Once in a 12 month period; for Members age 13 and older only; for diagnosed TMJ dysfunction only; and for permanent dentition.
		Not a Benefit for bruxism only.
D9951	Occlusal adjustment – limited	Once in a 12-month period per quadrant per provider; for Members age 13 and older; and for natural teeth only.
		Not a Benefit within 30 days following definitive restorative, endodontic, removable and fixed prosthodontic treatment in the same or opposing quadrant.
D9952	Occlusal adjustment – complete	Once in a 12-month period following occlusion analysis-mounted case (D9950); for Members age 13 and older; for diagnosed TMJ dysfunction only; and for permanent dentition.
D9995	Teledentistry – synchronous; real-time encounter	Not a Benefit.
D9996	Teledentistry- asynchronous; information stored and forwarded to dentist for subsequent review	Not a Benefit.

Code	Description	Limitation
D9997	Dental case management – patients with special health care needs	
D9999	Unspecified adjunctive procedure, by report	

Si desea recibir este Aviso Sobre Practicas de Privacidad en español, por favor llame a Servicios a Clientes en el numero que se encuentra en su tarjeta de identificación de Blue Shield.

Notice of privacy practices

Blue Shield of California and Blue Shield of California Life & Health Insurance Company

This Notice describes how medical information about you, as a Blue Shield member, may be used and disclosed, and how you can get access to your information.

Our privacy commitment

At Blue Shield, we understand the importance of keeping your personal information private, and we take our obligation to do so very seriously.

In the normal course of doing business, we create records about you, your medical treatment, and the services we provide to you. The information in those records is called protected health information (PHI) and includes your individually identifiable personal information such as your name, address, telephone number, and Social Security number, as well as your health information, such as healthcare diagnosis or claim information.

We are required by federal and state law to provide you with this Notice of our legal duties and privacy practices as they relate to your PHI. We are required to maintain the privacy of your PHI and to notify you in the event that you are affected by a breach of unsecured PHI. When we use or give out ("disclose") your PHI, we are bound by the terms of this Notice, which applies to all records that we create, obtain, and/or maintain that contain your PHI.

How we protect your privacy

We maintain physical, technical, and administrative safeguards to ensure the privacy of your PHI. To protect your privacy, only Blue Shield workforce members who are authorized and trained are given access to our paper and electronic records and to non-public areas where this information is stored.

Workforce members are trained on topics including:

- Privacy and data protection policies and procedures, including how paper and electronic records are labeled, stored, filed, and accessed.
- Physical, technical, and administrative safeguards in place to maintain the privacy and security of your PHI.

Our corporate Privacy Office monitors how we follow our privacy policies and procedures, and educates our organization on this important topic.

How we use and disclose your PHI

Uses of PHI without your authorization.

We may disclose your PHI without your written authorization if necessary while providing health benefits and services

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to you. We may disclose your PHI for the following purposes:

• Treatment:

- To share with nurses, doctors, pharmacists, optometrists, health educators, and other healthcare professionals so they can determine your plan of care.
- To help you obtain services and treatment you may need – for example, ordering lab tests and using the results.
- To coordinate your health care and related services with a healthcare facility or professional.

• Payment:

- To obtain payment of premiums for your coverage.
- To make coverage determinations for example, to speak to a healthcare professional about payment for services provided to you.
- To coordinate benefits with other coverage you may have – for example, to speak to another health plan or insurer to determine your eligibility or coverage.
- To obtain payment from a third party that may be responsible for payment, such as a family member.
- To otherwise determine and fulfill our responsibility to provide your health benefits – for example, to administer claims.

• Healthcare operations:

- To provide customer service.
- To support and/or improve the programs or services we offer you.
- To assist you in managing your health – for example, to provide you

- with information about treatment alternatives you may be entitled to, or to provide you with healthcare service or treatment reminders.
- To support another health plan, insurer, or healthcare professional who has a relationship with you, to improve the programs it offers you – for example, for case management or in support of an accountable care organization (ACO) or patient-centered medical home arrangement.
- For underwriting, dues, or premium rating, or other activities relating to the creation, renewal, or replacement of a contract for health coverage or insurance.
 Please note, however, that we will not use or disclose your PHI that is genetic information for underwriting purposes doing so is prohibited by federal law.

We may also disclose your PHI without your written authorization for other purposes, as permitted or required by law. This includes:

Disclosures to others involved in your health care.

- If you are present or otherwise available to direct us to do so, we may disclose your PHI to others, for example, a family member, a close friend, or your caregiver.
- If you are in an emergency situation, are not present, are incapacitated, or if you are deceased, we will use our professional judgment to decide whether disclosing your PHI to others is in your best interest. If we do disclose your PHI in a situation where you are unavailable, we will disclose only information that is directly relevant to the person's involvement

- with your treatment or for payment related to your treatment. We may also disclose your PHI in order to notify (or assist in notifying) such persons of your location, your general medical condition, or your death.
- We may disclose your minor child's PHI to the child's other parent.
- Disclosures to your plan sponsor. We may disclose PHI to the sponsor of your group health plan, which may be your employer, or to a company acting on behalf of the plan sponsor, so that they can monitor, audit, and otherwise administer the health plan you participate in. Your employer is not permitted to use the PHI we disclose for any purpose other than administration of your benefits. See vour plan sponsor's plan documents for information about whether your employer/plan sponsor receives PHI, and for a full explanation of the limited uses and disclosures that the plan sponsor may make of your PHI.
- Disclosures to vendors and accreditation organizations. We may disclose your PHI to:
 - Companies that perform certain services on behalf of Blue Shield. For example, we may engage vendors to help us provide information and guidance to members with chronic conditions like diabetes and asthma.
 - Accreditation organizations such as the National Committee for Quality Assurance (NCQA) for quality measurement purposes.
 - Please note that before we share your PHI, we obtain the vendor's or accreditation organization's written agreement to protect the privacy of your PHI.

- Communications. We may use your PHI to contact you with information about your Blue Shield health plan coverage, benefits, health-related programs and services, treatment reminders, or treatment alternatives available to you. We do not use your PHI for fundraising purposes.
- Health or safety. We may disclose your PHI to prevent or lessen a serious and imminent threat to your health or safety, or the health or safety of the general public.
- Public health activities. We may disclose your PHI to:
 - Report health information to public health authorities authorized by law to receive such information for the purpose of preventing or controlling disease, injury or disability, or monitoring immunizations.
 - Report child abuse or neglect, or adult abuse, including domestic violence, to a government authority authorized by law to receive such reports.
 - Report information about a product or activity that is regulated by the U.S. Food and Drug Administration (FDA) to a person responsible for the quality, safety, or effectiveness of the product or activity.
 - Alert a person who may have been exposed to a communicable disease, if we are authorized by law to give such a notice.
- Health oversight activities. We may disclose your PHI to:
 - A government agency that is legally responsible for oversight of the healthcare system or for ensuring compliance with the rules of government benefit programs such as Medicare or Medicaid.

- Other regulatory programs that need health information to determine compliance.
- Research. We may disclose your PHI for research purposes, but only according to, and as allowed by, law.
- Compliance with the law. We may use and disclose your PHI to comply with the law.
- Judicial and administrative proceedings. We may disclose your PHI in a judicial or administrative proceeding or in response to a valid legal order.
- Law enforcement officials. We may disclose your PHI to the police or other law enforcement officials, as required by law or in compliance with a court order or other process authorized by law.
- Government functions. We may disclose your PHI to various departments of the government, such as the U.S. military or the U.S. Department of State, as required by law.
- Workers' compensation. We may disclose your PHI when necessary to comply with workers' compensation laws.

Uses of PHI that require your authorization.

Other than for the purposes described above, we must obtain your written authorization to use or disclose your PHI. For example, we will not use your PHI for marketing purposes without your prior written authorization, nor will we give your PHI to a prospective employer without your written authorization.

Uses and disclosure of certain PHI deemed "highly confidential." For certain kinds of PHI, federal and state law may require enhanced privacy protection. This includes PHI that is:

- Maintained in psychotherapy notes.
- About alcohol and drug abuse prevention, treatment, and referral.
- About HIV/AIDS testing, diagnosis, or treatment.
- About venereal and/or communicable disease(s).
- About genetic testing.

We can only disclose this type of specially protected PHI with your prior written authorization except when specifically permitted or required by law.

Authorization cancellation. At any time, you may cancel a written authorization that you previously gave us. When submitted to us in writing, the cancellation will apply to future uses and disclosures of your PHI. It will not affect uses or disclosures made previously, while your authorization was in effect.

Your individual rights

You have the following rights regarding the PHI that Blue Shield creates, obtains, and/or maintains about you:

Right to request restrictions. You may ask
us to restrict the way we use and disclose
your PHI for treatment, payment, and
healthcare operations, as explained in
this Notice. We are not required to agree
to your restriction requests, but we will
consider them carefully.

If we agree to a restriction request, we will abide by it until you request or agree to terminate the restriction. We may also inform you that we are terminating our agreement to a restriction. In that case, the termination will apply only to PHI created or received after we have informed you of the termination.

- Right to receive confidential communications. You may ask to receive Blue Shield communications containing PHI by alternative means or at alternative locations. As required by law, and whenever feasible, we will accommodate reasonable requests. We may require that you make your request in writing. If your request involves a minor child, we may ask you to provide legal documentation to support your request.
- Right to access your PHI. You may ask to inspect or to receive a copy of certain PHI that we maintain about you in a "designated record set." This includes, for example, records of enrollment, payment, claims adjudication, and case or medical management record systems, and any information we used to make decisions about you. Your request must be in writing. Whenever possible, and as required by law, we will provide you with a copy of your PHI in the form (paper or electronic) and format you request. If you request a copy of your PHI, we may charge you a reasonable, cost-based fee for preparing, copying, and/or mailing it to you. In certain limited circumstances permitted by law, we may deny you access to a portion of your records.
- Right to amend your records. You have the right to ask us to correct or amend the PHI that we maintain about you in a designated record set. Your request must be made in writing and explain why you want your PHI amended. If we determine that the PHI is inaccurate or incomplete, we will correct it if permitted by law. If a doctor or healthcare facility created the PHI that you want to change, you should ask them to amend the information.

- Right to receive an accounting of disclosures. Upon your written request, we will provide you with a list of the disclosures we have made of your PHI for a specified time period, up to six years prior to the date of your request. However, the list will exclude:
 - Disclosures you have authorized.
 - Disclosures made earlier than six years before the date of your request.
 - Disclosures made for treatment, payment, and healthcare operations purposes, except when required by law.
 - Certain other disclosures that we are allowed by law to exclude from the accounting.

If you request an accounting more than once during any 12-month period, we will charge you a reasonable, costbased fee for each accounting report after the first one.

- Right to name a personal representative. You may name another person to act as your personal representative. Your representative will be allowed access to your PHI, to communicate with the healthcare professionals and facilities providing your care, and to exercise all other HIPAA rights on your behalf. Depending on the authority you grant your representative, he or she may also have authority to make healthcare decisions for you.
- Right to receive a paper copy of this Notice. Upon your request, we will provide a paper copy of this Notice, even if you have agreed to receive the Notice electronically. See the "Notice Availability and Duration" section of this Notice.

Actions you may take

Contact Blue Shield. If you have questions about your privacy rights, believe that we may have violated your privacy rights, or disagree with a decision that we made about access to your PHI, you may contact us:

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

Phone: (888) 266-8080 (toll-free) **Fax:** (800) 201-9020 (toll-free)

Email: privacy@blueshieldca.com

For certain types of requests, you must complete and mail us a form that is available either by calling the customer service number on your Blue Shield member ID card or by visiting our website at blueshieldca.com/privacyforms.

Contact a government agency. You may also file a written complaint with the Secretary of the U.S. Department of Health & Human Services (HHS) if you believe we may have violated your privacy rights. Your complaint may be sent by email, fax, or mail to the HHS Office for Civil Rights (OCR).

For more information, or to file a complaint with the Secretary of HHS, visit the OCR website at www.hhs.gov/ocr/privacy/hipaa/complaints.

If you are a California resident, you may contact the OCR Regional Manager for California as follows: Region IX Regional Manager Office for Civil Rights U.S. Department of Health & Human Services 90 7th St., Suite 4-100 San Francisco, CA 94103

Phone: (800) 368-1019 **Fax:** (202) 619-3818 **TTY:** (800) 537-7697

We will not take any action against you if you exercise your right to file a complaint, either with us or with HHS.

Notice availability and duration

Notice availability. A copy of this Notice is available by calling the customer service number on your Blue Shield member ID card or by visiting our website at blueshieldca.com/privacynotice.

Right to change terms of this Notice. We are required to abide by the terms of this Notice as long as it remains in effect. We may change the terms of this Notice at any time, and, at our discretion, we may make the new terms effective for all of your PHI in our possession, including any PHI we created or received before we issued the new Notice.

If we change this Notice, we will update the Notice on our website, and if you are enrolled in a Blue Shield benefit plan at that time, we will send you the new Notice when and as required by law.

Effective date. This Notice is effective as of August 16, 2013.

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

Blue Shield of California cumple con las leyes estatales y las leyes federales de derechos civiles vigentes, y no discrimina por motivos de raza, color, país de origen, ascendencia, religión, sexo, estado civil, género, identidad de género, orientación sexual, edad ni discapacidad.

Blue Shield of California 遵循適用的州法律和聯邦公民權利法律,並且不以種族、膚色、原國籍、血統、宗教、性別、婚姻 狀況、性別認同、性取向、年齡或殘障為由而進行歧視。



NOTICES AVAILABLE ONLINE

Nondiscrimination and Language Assistance Services

Blue Shield complies with applicable state and federal civil rights laws. We also offer language assistance services at no additional cost.

View our nondiscrimination notice and language assistance notice: blueshieldca.com/notices. You can also call for language assistance services: (866) 346-7198 (TTY: 711).

If you are unable to access the website above and would like to receive a copy of the nondiscrimination notice and language assistance notice, please call Customer Care at **(888) 256-3650 (TTY: 711)**.

Servicios de asistencia en idiomas y avisos de no discriminación

Blue Shield cumple con las leyes de derechos civiles federales y estatales aplicables. También, ofrecemos servicios de asistencia en idiomas sin costo adicional.

Vea nuestro aviso de no discriminación y nuestro aviso de asistencia en idiomas en <u>b</u>lueshieldca.com/notices. Para obtener servicios de asistencia en idiomas, también puede llamar al (866) 346-7198 (TTY: 711).

Si no puede acceder al sitio web que aparece arriba y desea recibir una copia del aviso de no discriminación y del aviso de asistencia en idiomas, llame a Atención al Cliente al **(888) 256-3650 (TTY: 711)**.

非歧視通知和語言協助服務

Blue Shield 遵守適用的州及聯邦政府的民權法。同時,我們免費提供語言協助服務。

如需檢視我司的非歧視通知和語言幫助通知,請造訪 blueshieldca.com/notices。您還可致電尋求語言協助服務: (866) 346-7198 (TTY: 711)。

如果您無法造訪上述網站,且希望收到一份非歧視通知和語言幫助通知的副本,請致電客戶服務部,電話: (888) 256-3650 (TTY: 711)。