

# Shield Signature

## **Combined Evidence of Coverage and Disclosure Form**

County of San Bernardino

Effective Date: July 26, 2014

An Independent Member of the Blue Shield Association



## Grandfathered Health Plan Notice

Blue Shield believes this plan/policy is a “grandfathered health plan” under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your plan or policy is not required to include certain consumer protections of the Affordable Care Act that apply to other plans; however, even though they are not required to be included, all of the protections of the Affordable Care Act are included in your current plan/policy.

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to Blue Shield at the Customer Service Department number on your identification card. If you obtain this plan/policy through your Employer and your plan is subject to ERISA, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). This website has a table summarizing which protections do and do not apply to grandfathered health plans. If you obtain your coverage through a nonfederal governmental employer, you may also contact the U.S. Department of Health and Human Services at [www.healthreform.gov](http://www.healthreform.gov).

### **NOTICE**

This Evidence of Coverage and Disclosure Form booklet describes the terms and conditions of coverage of your Shield Signature health plan.

Please read this Evidence of Coverage and Disclosure Form carefully and completely so that you understand which services are covered health care services, and the limitations and exclusions that apply to your Shield Signature coverage. If you or your dependents have special health care needs, you should read carefully those sections of the booklet that apply to those needs.

If you have questions about your Shield Signature Benefits, or if you would like additional information, please contact Blue Shield Members Services at the address or telephone number listed on the last page of this booklet.

### **PLEASE NOTE**

**Some hospitals and other providers do not provide one or more of the following services that may be covered under Shield Signature and that you or your family member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective doctor, medical group, independent practice association, or clinic, or call Blue Shield’s Member Services telephone number listed on your Shield Signature identification card to ensure that you can obtain the health care services that you need.**

### **IMPORTANT**

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

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

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

**NON-DISCRIMINATION**

It is Blue Shield of California's policy to treat all individuals in the spirit of and in full compliance with equal opportunity requirements without regard to race, color, religion, sex, national origin, age, ancestry, physical or mental disability, political belief or activity, medical condition, sexual orientation, gender identity, marital status, veteran status, and any other basis protected by applicable law. Our policy prohibits individuals, who are otherwise eligible for health coverage under this Group Agreement, from having coverage refused or cancelled based solely on any of the above statuses or conditions.

**This combined Evidence of Coverage and Disclosure Form constitutes only a summary of Shield Signature coverage. The Shield Signature contract must be consulted to determine the exact terms and conditions of coverage. The Group Health Service Contract is available for review through your employer or a copy can be furnished upon request. Your employer is familiar with Shield Signature coverage and you may also direct questions concerning coverage or specific provisions to the Blue Shield Member Services Department at the number listed on your Shield Signature identification card**

# Shield Signature

## Member Bill of Rights

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As a Shield Signature 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 Shield Signature plan, the Services we offer you, the Physicians and other practitioners available to care for you.
5. Select a Personal Physician and expect his/her team of health workers to provide or arrange for all the care that you need.
6. Have reasonable access to appropriate medical services.
7. Participate actively with your Physician in decisions regarding your medical care. To the extent permitted by law, you also have the right to refuse treatment.
8. A candid discussion of appropriate or Medically Necessary treatment options for your condition, regardless of cost or benefit coverage.
9. Receive from your Physician an understanding of your medical condition and any proposed appropriate or Medically Necessary treatment alternatives, including available success/outcomes information, regardless of cost or benefit coverage, so you can make an informed decision before you receive treatment.
10. Receive preventive health Services.
11. Know and understand your medical condition, treatment plan, expected outcome, and the effects these have on your daily living.
12. Have confidential health records, except when disclosure is required by law or permitted in writing by you. With adequate notice, you have the right to review your medical record with your Personal Physician.
13. Communicate with and receive information from Member Services in a language you can understand.
14. Know about any transfer to another Hospital, including information as to why the transfer is necessary and any alternatives available.
15. Obtain a referral from your Personal Physician for a second opinion.
16. Be fully informed about the Blue Shield grievance procedure and understand how to use it without fear of interruption of health care.
17. Voice complaints or grievances about the Shield Signature or the care provided to you.
18. Participate in establishing Public Policy of the Shield Signature plan, as outlined in your Evidence of Coverage and Disclosure Form or Health Service Agreement.
19. Make recommendations regarding Blue Shield's Member rights and responsibilities policy.

# Shield Signature

## Member Responsibilities

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

1. Carefully read all Shield Signature plan materials immediately after you are enrolled so you understand how to use your Benefits and how to minimize your out of pocket costs. Ask questions when necessary. You have the responsibility to follow the provisions of your Shield Signature plan membership as explained in the Evidence of Coverage and Disclosure Form or Health Service Agreement.
2. Maintain your good health and prevent illness by making positive health choices and seeking appropriate care when it is needed.
3. Provide, to the extent possible, information that your Physician, and/or Blue Shield need to provide appropriate care for you.
4. Understand your health problems and take an active role in developing treatment goals with your medical care provider, whenever possible.
5. Follow the treatment plans and instructions you and your Physician have agreed to and consider the potential consequences if you refuse to comply with treatment plans or recommendations.
6. Ask questions about your medical condition and make certain that you understand the explanations and instructions you are given.
7. Make and keep medical appointments and inform the Shield Signature Physician ahead of time when you must cancel.
8. Communicate openly with the Personal Physician you choose so you can develop a strong partnership based on trust and cooperation.
9. Offer suggestions to improve the Shield Signature plan.
10. Help Blue Shield to maintain accurate and current medical records by providing timely information regarding changes in address, family status, and other health plan coverage.
11. Notify Blue Shield as soon as possible if you are billed inappropriately or if you have any complaints.
12. Select a Personal Physician for your newborn before birth, when possible, and notify Blue Shield as soon as you have made this selection.
13. Treat all plan personnel respectfully and courteously as partners in good health care.
14. Pay your Premiums (Dues), Copayments and charges for non-covered services on time.
15. For all Mental Health Services, follow the treatment plans and instructions agreed to by you and the Mental Health Service Administrator (MHSA) and obtain prior authorization for all Non-Emergency Inpatient Mental Health Services.

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# INTRODUCTION TO SHIELD SIGNATURE

BLUE SHIELD OF CALIFORNIA'S SHIELD SIGNATURE FOR THE COUNTY OF SAN BERNARDINO IS A SINGLE PRODUCT WITH TWO DISTINCT LEVELS OF CARE TO MEET YOUR HEALTH NEEDS. THESE SHIELD SIGNATURE LEVELS OF CARE ARE FULLY DESCRIBED IN THIS EVIDENCE OF COVERAGE AND DISCLOSURE FORM BOOKLET.

## **Shield Signature Level I: Health Maintenance Organization (HMO)**

Shield Signature Level I is an established network of Personal Physicians and specialty Physicians, Hospitals, Participating Hospice Agencies, and Non-Physician Health Care Practitioners to provide Covered Services to Members. To receive Shield Signature Level I Benefits, a Member must obtain or receive approval for all Covered Services from his Personal Physician or the MHSA. Each Member must select a Personal Physician from the list of Personal Physicians in the HMO Physician and Hospital Directory. The Physician and Hospital Directory will be given to Members at the time of enrollment. A Member's Personal Physician will be accessible to the Member on a 24-hour-a-day, 7-day-a-week basis, or will make appropriate arrangements for coverage. Emergency Services will be provided on a 24-hour-a-day, 7-day-a-week basis by all Shield Signature Hospitals. The list of Providers in the Physician and Hospital Directory includes the location and phone numbers of all Personal Physicians, Hospitals and Participating Hospice Agencies in the Personal Physician Service Area. Members should contact Member Services for information on Non-Physician Health Care Practitioners in their Personal Physician Service Area.

## **Shield Signature Level I Benefits**

For a complete description of Services covered under Shield Signature Level I please read this booklet's Summary of Benefits, the Shield Signature Level I Benefits section and Principal Limitations, Exceptions, Exclusions and Reduction. There is no medical deductible for Shield Signature Level I and the calendar-year copayment maximum for Covered Services is \$1,500 per individual or \$3,000 per family. There is no lifetime maximum.

- Allergy Testing and Treatment
- Ambulance Benefits
- Ambulatory Surgery Center Benefits\*
- Bariatric Surgery\*
- Clinical Trial for Cancer Benefits\*
- Chemical Dependency Services (Substance Abuse)\*
- Diabetic Care Benefits
- Dialysis Center Benefits\*
- Durable Medical Equipment\*
- Emergency Room Benefits
- Eye Exam Benefit
- Family Planning and Infertility Benefits
- Home Health Care Benefits\*
- Home Infusion/Home Injectable Therapy Benefits\*
- Hospice Program Benefits\*
- Hospital Benefits (Facility Services)\*
- Medical Treatment of Teeth, Gums, Jaw Joints or Jaw Bone Benefits
- Mental Health Benefits
- Orthotics Benefits\*
- Outpatient Prescription Drug Benefits
- Outpatient X-Ray, Pathology and Laboratory Benefits
- PKU Related Formulas and Special Food Products\*
- Pregnancy and Maternity Care Benefits\*
- Preventive Health Benefits
- Professional (Physician) Benefits
- Prosthetic Appliance Benefits \*
- Rehabilitation Benefits (Physical, Occupational and Respiratory Therapy)
- Skilled Nursing Facility Benefits\*
- Speech Therapy Benefits
- Transplants\*
- Urgent Care Benefits

**\* This benefit is only covered under Shield Signature Level I**

## Shield Signature Level II: Blue Shield PPO Network Outpatient Professional Services Provided In An Office Setting

The Shield Signature Level II benefits are designed to supplement the full range of benefits covered under your Shield Signature Level I. Under Shield Signature Level II you have the option of receiving outpatient professional services that are provided in an office setting from any Participating Provider in Blue Shield's PPO network without receiving prior authorization from your Shield Signature Level I Personal Physician.

Please note that while the additional PPO outpatient benefits enhance your range of covered services, you will be responsible for applicable Copayments and non-covered charges. There is neither a calendar-year medical deductible nor a calendar copayment maximum for Shield Signature Level II covered services. There is no lifetime maximum. You are still required to receive all Inpatient care from a Hospital or other inpatient facility, Participating Hospice Agencies, and other Inpatient provider services under your Shield Signature Level I HMO coverage.

### Shield Signature Level II Benefits

The following outpatient benefits are covered under Shield Signature Level II by Participating Providers in the Blue Shield PPO Network. For a complete description of Services covered under Shield Signature Level II please read this booklet's Summary of Benefits, the Shield Signature Level II Benefits section and Principal Limitations, Exceptions, Exclusions and Reductions.

- Allergy testing or treatment visits provided in an office setting
- Ambulance Benefits
- Diabetes self-management training provided by Physician or a registered dietician or registered nurse that are certified diabetic educators provided in an office setting
- Emergency room services resulting in hospital admission only until Member can be transferred to a Covered HMO hospital
- Laboratory and x-rays provided in an outpatient office setting are covered. Laboratory, x-ray and diagnosis tests performed elsewhere such as in an outpatient facility, hospital or other inpatient facility are not covered.
- Medical Treatment of Teeth, Gums, Jaw Joints or Jaw Bone Benefits provided in an outpatient office setting
- Mental Health outpatient visits provided in an office setting
- Physician and specialists office visits\*
- Preventive health services provided in an office setting
- Rehabilitation Services by a physical, occupational, or respiratory therapist provided in an office setting
- Speech Therapy Services provided in an office setting

**\* Note: If a Blue Shield PPO Network Shield Signature Level II physician or specialist believes a Member requires hospitalization, the Member must contact his or her Shield Signature Level I Personal Physician for treatment including referral**

## Shield Signature Summary of Benefits

What follows is a summary of your Benefits and the Copayments applicable to the Benefits of your Shield Signature plan. A more complete description of your Benefits is contained in the Benefits section. Please be sure to carefully read that section and the Principal Limitations, Exceptions, Exclusions and Reductions section for a complete description of Shield Signature Benefits.

All Shield Signature Level I Network Benefits (“HMO” level of Benefits) described in this summary apply only when provided or authorized as described herein, except in an emergency or as otherwise specified. Should you have any questions about Shield Signature, please call the Blue Shield Member Services Department at the number provided on the back page of this booklet, Monday through Friday between the hours of 7:00 a.m. and 7:00 p.m.

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

### Summary of Benefits

### Shield Signature

Member Calendar Year Deductible (Medical Plan Deductible)	No Deductibles	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpatient Professional Services Provided in an Office Setting
	None	None

Member Maximum Calendar Year Copayment Responsibility	Member Maximum Calendar Year Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpatient Professional Services Provided in an Office Setting
<b>Calendar Year Copayment Maximum</b>	\$1,500 per Member / \$3,000 per Family <sup>3</sup>	None

Member Maximum Lifetime Benefits	Maximum Shield Signature Payment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpatient Professional Services Provided in an Office Setting
<b>Lifetime Benefit Maximum</b>	No maximum	No maximum

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Preadmission Review and Prior Authorization</b>	Automatic	
<b>Allergy Testing and Treatment Benefits</b>		
Allergy serum purchased separately for treatment	You pay nothing	You pay nothing
Office visits (includes visits for allergy serum injections)	\$10 per visit	\$30 per visit
<b>Ambulance Benefits</b>		
Emergency or authorized transport <sup>4</sup>	You pay nothing	You pay nothing <sup>4,5</sup>
<b>Ambulatory Surgery Center Benefits</b>		
Note: Participating Ambulatory Surgery Centers may not be available in all areas. Outpatient ambulatory surgery Services may also be obtained from a Hospital or an ambulatory surgery center that is affiliated with a Hospital, and will be paid according to the Hospital Benefits (Facility Services) section of this Summary of Benefits.		
Ambulatory Surgery Center Outpatient Surgery facility Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Ambulatory Surgery Center Outpatient Surgery Physician Services (For Shield Signature Level I, billed as part of Ambulatory Surgery Center Outpatient Surgery facility Services)	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Bariatric Surgery</b> All bariatric surgery Services must be prior authorized, in writing, from Blue Shield's Medical Director. Prior authorization is required for all Members, whether residents of a designated or non-designated county.		
<b>Bariatric Surgery Benefits for residents of designated counties in California</b> All bariatric surgery Services for residents of designated counties in California must be provided by a Preferred Bariatric Surgery Services Provider. Travel expenses may be covered under this Benefit for residents of designated counties in California. See the Bariatric Surgery Benefits section, the paragraphs under Bariatric Surgery Benefits For Residents of Designated Counties in California, in this booklet's Benefits section for description.		
Hospital Inpatient Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Hospital Outpatient Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Physician Bariatric Surgery Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
<b>Clinical Trial for Treatment of Cancer or Life Threatening Conditions Benefits</b>		
Clinical Trial for Treatment of Cancer or Life-Threatening Conditions Services for routine patient care, not including research costs, will be paid on the same basis and at the same Benefit levels as other covered Services shown in this Summary of Benefits. The research costs may be covered by the clinical trial sponsor.	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
<b>Diabetes Care Benefits</b>		
Devices, equipment, and supplies	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Diabetes self-management training provided by a Physician in an office setting	You pay nothing	\$30 per office visit
Diabetes self-management training provided by a registered dietician or registered nurse who are certified diabetes educators	You pay nothing	\$30 per office visit

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Dialysis Center Benefits</b>		
Dialysis Services Note: Dialysis Services may also be obtained from a Hospital. Dialysis Services obtained from a Hospital will be paid at the Preferred or Non-Preferred level as specified under Hospital Benefits (Facility Services) in this Summary of Benefits.	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
<b>Durable Medical Equipment Benefits<sup>6</sup></b>		
Breast pump	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Other Durable Medical Equipment	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
<b>Emergency Room Benefits</b>		
Emergency room Physician Services	You pay nothing	You pay nothing <sup>4,5,7</sup>
Emergency room Services not resulting in admission	\$50 per visit <sup>5</sup>	\$50 per visit <sup>5</sup>
Emergency room Services resulting in ad- mission (Billed as part of Inpatient Hospi- tal Services)	You pay nothing	You pay nothing for Covered Services only until Member can be transferred to Shield Signature Level I hospital <sup>4,5,7</sup>
	<b>Shield Signature Level I</b> Services by Vision Plan Ad- ministrator's Providers Only	<b>Shield Signature Level II</b> Services by Non-Participating Providers
<b>Eye Examination Benefit</b>		
One comprehensive eye examination in a consecutive 12-month period For visits to Non-Participating Providers, the maximum per Member per Calendar Year reimbursement is \$60 for an oph- thalmologic exam and \$50 for an optomet- ric exam.	\$10 per visit	Maximum Benefit payment of \$60 for an ophthalmologic exam and \$50 for an opto- metric exam

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Family Planning and Infertility Benefits</b>		
Note: Copayments listed in this section are for Outpatient Physician Services only. If Services are performed at a facility (Hospital, Ambulatory Surgery Center, etc.), the facility Copayment listed under the appropriate facility Benefit in the Summary of Benefits will also apply, except for insertion and/or removal of intrauterine device (IUD), intrauterine device (IUD), and tubal ligation.		
Counseling and consulting (Including physician office visits for diaphragm fitting, injectable contraceptives, or implantable contraceptives.)	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Diaphragm fitting procedure	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Elective abortion	\$10 per surgery	Not covered under Level II. See coverage under Level I for this Benefit.
Implantable contraceptives	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Infertility Services  Diagnosis and treatment of cause of infertility (in vitro fertilization and artificial insemination not covered)	50%	Not covered under Level II. See coverage under Level I for this Benefit.
Injectable contraceptives	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Insertion and/or removal of Intrauterine Device (IUD)	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Intrauterine device (IUD)	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Prescription drugs for elective abortion when administered by a Physician	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Tubal ligation	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Vasectomy	\$10 per surgery	Not covered under Level II. See coverage under Level I for this Benefit

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Home Health Care Benefits</b>		
Home health care agency Services <sup>8</sup> (in- cluding home visits by a nurse, home health aide, medical social worker, physi- cal therapist, speech therapist, or occupa- tional therapist, therapist)	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Medical supplies	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Home Infusion/Home Injectable Therapy Benefits</b>		
Hemophilia home infusion Services provided by hemophilia infusion provider and prior authorized by Blue Shield. Includes blood factor product.	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Hemophilia therapy home infusion nursing visits provided by a Hemophilia Infusion Provider and prior authorized by Blue Shield	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Home infusion/home intravenous injectable therapy provided by a Home Infusion Agency <sup>9</sup>	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Note: Home non-intravenous self- administered injectable drugs are covered under the Outpatient Prescription Drug Benefit if selected as an optional Benefit by your Employer, and are described in a Supplement included with this booklet.		
Home visits by an infusion nurse	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Hospice Program Benefits</b>		
All Hospice Program Benefits must be prior authorized by Blue Shield and received from a Participating Hospice Agency. <sup>10</sup>		
24-hour Continuous Home Care	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
General Inpatient care	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Inpatient Respite Care	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Pre-hospice consultation	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Routine home care	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Hospital Benefits (Facility Services)</b>		
Inpatient Medically Necessary skilled nursing Services including Subacute Care	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Inpatient Services <sup>12</sup> Semi-private room and board, and Medically Necessary Services and supplies, including Subacute Care. For Bariatric Surgery Services for residents of designated counties, see the Bariatric Surgery Benefits for Residents of Designated Counties in California section. Prior authorization required by Blue Shield.	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Inpatient Services to treat acute medical complications of detoxification	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Outpatient dialysis Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Outpatient Services for surgery and necessary supplies	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Outpatient Services for treatment of illness or injury, radiation therapy, chemotherapy and necessary supplies	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpatient Professional Services Provided in an Office Setting
<b>Medical Treatment of the Teeth, Gums, Jaw Joints or Jaw Bones Benefits</b>		
Treatment of gum tumors, damaged natural teeth resulting from Accidental Injury, TMJ as specifically stated and orthognathic surgery for skeletal deformity (be sure to read the Benefits section of this booklet for a complete description)		
Ambulatory Surgery Center Outpatient Surgery facility Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit.
Inpatient Hospital Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Office location	\$10 per visit	\$30 per visit
Outpatient department of a Hospital	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit

<b>Mental Health Benefits</b>		
<b>All Shield Signature Level I Non-Emergency Services must be referred or authorized by the Mental Health Service Administrator (MHSA)<sup>11</sup></b>		
<b>Benefit</b>	<b>Member Copayment</b>	
	<b>Shield Signature Level I</b> HMO Network Benefits Care referred or authorized by the MHSA and provided by MHSA Participating Providers	<b>Shield Signature Level II</b> MHSA Participating Provider Outpatient Professional Services Provided in an Office Setting
<b>Mental Health Benefits<sup>11,12</sup></b> <b>All Shield Signature Level I (HMO) Non-Emergency Services must be arranged through the MHSA</b>		
Inpatient Hospital Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Inpatient Professional (Physician) Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Intensive Outpatient Care and Outpatient electroconvulsive therapy (ECT)	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Outpatient Partial Hospitalization <sup>13</sup>	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Outpatient Mental Health visits including Behavioral Health Treatment provided in an office setting	\$10 per visit (Copayment waived for first 3 visits in a calendar year)	\$10 per office visit (Copayment waived for first 3 visits in a calendar year)
Behavioral Health Treatment – home or other setting (non-institutional)	\$10 per office visit (Copayment waived for first 3 visits in a calendar year)	\$10 per office visit (Copayment waived for first 3 visits in a calendar year)
Psychological Testing	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Psychosocial support through LifeReferrals 24/7	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Transcranial Magnetic Stimulation	\$10 per visit (Copayment waived for first 3 visits in a calendar year)	\$10 per office visit (Copayment waived for first 3 visits in a calendar year)

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Orthotics Benefits</b>		
Office visits	\$10 per visit	\$30 per visit
Orthotic equipment and devices	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Outpatient Prescription Drug Benefits</b>		
Outpatient Prescription Drug coverage if selected as an optional Benefit by County is described in a Supplement included with this booklet		
<b>Outpatient X-Ray, Pathology and Laboratory Benefits</b>		
Mammography and Papanicolaou test	You pay nothing	You pay nothing in physician's office only
Outpatient X-ray, pathology and laboratory	You pay nothing	You pay nothing in physician's office only Excludes CT, MRI, MUGA, PET & SPECT
<b>PKU Related Formulas and Special Food Products Benefits</b>		
PKU Related Formulas and Special Food Products	You pay nothing	Not covered under Level II. See coverage un- der Level I for this Benefit
<b>Pregnancy and Maternity Care Benefits<sup>14</sup></b>		
Note: Routine newborn circumcision is only covered as described in the Benefits section of this booklet. When covered, Services will pay as any other surgery as noted in this Summary of Benefits.  All necessary Inpatient Hospital Services for normal delivery, Cesarean section and complications of pregnancy	You pay nothing	Not covered under Level II. See coverage un- der Level I for this Benefit
Prenatal and postnatal Physician office visits (including prenatal diagnosis of genetic disorders of the fetus by means of diagnostic procedures in cases of high-risk pregnancy)	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Preventive Health Benefits</b>		
Preventive Health Services See the description of Preventive Health Services in the Definitions section for more information.	You pay nothing	\$30 per visit

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Professional (Physician) Benefits</b>		
Injectable medications Note: Also see Allergy Testing and Treatment Benefits in this Summary of Benefits.	You pay nothing	\$30 per injection
Immunizations for occupational purposes or foreign travel	\$10 per immunization	\$30 per immunization
Inpatient Physician Services Inpatient Hospital and Skilled Nursing Facility Services by Physicians, including the Services of a surgeon, assistant surgeon, anesthesiologist, pathologist and radiologist. For bariatric surgery Services for residents of designated counties, see the Bariatric Surgery Benefits for Residents of Designated Counties in California section.	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Physician home visits	\$10 per visit	Not covered under Level II. See coverage under Level I for this Benefit
Physician office visits Including visits for surgery, chemotherapy, radiation therapy, diabetic counseling, asthma self-management training, mam- mography and Papanicolaou test, audiome- try examinations, when performed by a Physician or by an audiologist at the re- quest of a Physician, and second opinion consultations when authorized by Blue Shield Note: For mammography and Papanicolaou test, a woman may self-refer to an OB/GYN or family practice Physi- cian in the same Medical Group/IPA as her Personal Physician.	\$10 per visit	\$30 per visit
Physical therapy benefits are not provided under this benefit. See below under Reha- bilitation Benefits (Physical, Occupational, and Respiratory Therapy.)		

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Prosthetic Appliances Benefits</b>		
Office visits	\$10 per visit	\$30 per visit
Prosthetic equipment and devices	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Rehabilitation Benefits (Physical, Occupational, and Respiratory Therapy)</b>		
Rehabilitation Services by a physical, occupational, respiratory therapist or chiropractor in the following settings: Note: Spinal manipulations and adjustments are not included in this benefit.		
Office location Under Shield Signature Level II: Up to a maximum of 12 visits per Calendar Year per Member	\$10 per visit	\$30 per visit
Outpatient department of a Hospital	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Rehabilitation unit of a Hospital for Medically Necessary days In an Inpatient facility, this Copayment is billed as part of Inpatient Hospital Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Skilled Nursing Facility Rehabilitation Unit for Medically Necessary days.	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Skilled Nursing Facility Benefits</b>		
Services by a free-standing Skilled Nursing Facility	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Speech Therapy Benefits:</b>		
Speech Therapy Services by a licensed speech pathologist or a certified speech therapist in the following settings		
Office location	\$10 per visit	\$30 per visit
Outpatient department of a Hospital	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Rehabilitation unit of a Hospital for Medically Necessary days In an Inpatient facility, this Copayment is billed as part of Inpatient Hospital Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Skilled Nursing Facility Rehabilitation Unit for Medically Necessary days.	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit

Benefit	Member Copayment	
	<b>Shield Signature Level I<sup>1</sup></b> HMO Network Benefits Care by or authorized by Personal Physician	<b>Shield Signature Level II<sup>2</sup></b> PPO Network Participating Provider Outpa- tient Professional Services Provided in an Office Setting
<b>Transplant Benefits – Cornea, Kidney or Skin</b>		
Organ Transplant Benefits for transplant of a cornea, kidney or skin.		
Hospital Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Professional (Physician) Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Transplant Benefits – Special</b>		
<p>Note: Blue Shield requires prior authorization from Blue Shield’s Medical Director for all special transplant Services. Also, all Services must be provided at a Special Transplant Facility designated by Blue Shield.</p> <p>Please see the Transplant Benefits – Special portion of the Principal Benefits (Covered Services) section in the Evidence of Coverage and Disclosure Form for important information on this benefit.</p>		
Facility Services in a Special Transplant Facility	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
Professional (Physician) Services	You pay nothing	Not covered under Level II. See coverage under Level I for this Benefit
<b>Urgent Care Benefits<sup>15</sup></b>		
<p>Note: See the Obtaining Medical Care section for more information.</p> <p>Urgent care while in your Personal Physician’s Service Area not rendered or referred by your Personal Physician or at an urgent care clinic when not instructed by your Personal Physician or assigned Medical Group/IPA</p>	\$10 per visit <sup>15</sup>	\$10 per visit <sup>15</sup>
Urgent care while in your Personal Physician’s Service Area rendered or referred by your Personal Physician (includes services rendered in an urgent care center when instructed by your Personal Physician or assigned Medical Group/IPA)	\$10 per visit <sup>15</sup>	\$10 per visit <sup>15</sup>
<p>Urgent Services outside your Personal Physician Service Area</p> <p>Medically Necessary Out-of-Area Follow-up Care is covered.</p>	\$10 per visit <sup>15</sup>	\$10 per visit <sup>15</sup>

## Summary of Benefits

### Footnotes

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- <sup>1</sup> Shield Signature Level I is the Network Benefits (the HMO level of Benefits). Services are covered only when care is provided or authorized by the Blue Shield HMO Personal Physician and/or the Medical Group/IPA or the MHSA, except for OB/GYN Services from an obstetrician/gynecologist or family practice Physician who is within the same Medical Group/IPA as the Personal Physician. Unless otherwise specified, Copayments under Shield Signature I are calculated based on Allowed Charges.
- <sup>2</sup> Shield Signature Level II offers the Member the option of obtaining Blue Shield PPO Network Participating Provider Outpatient professional services provided in an Outpatient office setting as detailed in this Shield Signature Evidence of Coverage and Disclosure Form without consulting his Personal Physician. If the Provider under Shield Signature Level II of the Plan refers a Member to a hospital or other inpatient facility, such inpatient services are not covered under this Contract. The Member must obtain or receive approval for all inpatient facility Covered Services from the Shield Signature Level I HMO Personal Physician or the MHSA and specialty Physicians, Hospitals, Participating Hospice Agencies, and Non-Physician Health Care Practitioners. However, the Member will be responsible for applicable Copayments and non-covered charges, and for non-Shield Signature Providers all charges above the Allowable Amount, as stated elsewhere in this Contract. Unless otherwise specified, Copayments under Shield Signature Level II are calculated based on the Allowable Amount.
- <sup>3</sup> Under Shield Signature Level I, the Member Maximum Calendar Year Copayment includes all covered Services EXCEPT FOR: Outpatient routine newborn circumcision, Durable Medical Equipment, Internet based consultations, and covered travel expenses for bariatric surgery Services, and EXCEPT FOR the following optional benefits: Outpatient prescription drugs, additional Infertility benefits, Services, and vision plan and dental plan benefits. See the Maximum Calendar Year Copayment Responsibility section, Shield Signature Level I HMO plan level of benefits, for a detailed description and explanation of Member responsibilities.
- <sup>4</sup> All non-emergency ambulance Service Benefits will be determined in accordance with Shield Signature Level I coverage and will be subject to the Copayments described herein.
- <sup>5</sup> The Copayment will be calculated based upon the provider's billed charges or the amount the provider has otherwise agreed to accept as payment in full from the plan, whichever is less.
- <sup>6</sup> For care received by a Participating Hospice Agency under Shield Signature Level I, see the Shield Signature Level I Hospice Program Benefits section.
- <sup>7</sup> Emergency Services, as defined, will be covered at the Shield Signature Level I Copayment. Please note that if retrospective review determines the service was for a medical condition for which a reasonable person would not reasonably believe that an emergency medical condition existed, Benefits will be determined in accordance with Shield Signature coverage and will be subject to the Copayments described therein. For Services obtained for non-emergency conditions as described above, the Member will be responsible for payment of the dollar Copayment for each Hospital Outpatient emergency room visit that does not result in a direct admission to the Hospital as an Inpatient.
- <sup>8</sup> Services by Out of PPO Network Home Health Agencies and Out of PPO Network Home Infusion Agencies are not covered unless prior authorized under Shield Signature Level I. When authorized, , these Out of PPO Network Agencies will be reimbursed at a rate determined by Blue Shield and the agency and your Copayment will be the In PPO Network Agency Copayment. There is no Shield Signature Level II coverage for Network Home Health Agencies and Home Infusion Agencies.
- <sup>9</sup> Home infusion injectable medications require prior authorization by Blue Shield and must be obtained from Home Infusion Agencies. See Home Infusion/Home Injectable Therapy Benefits in the Benefits section of this booklet for details (Not covered under Shield Signature Level II). See the Outpatient Prescription Drug Benefits Supplement for coverage of home self-administered injectable medication.
- <sup>10</sup> Shield Signature Level I Covered Hospice Services subject to prior authorized by Blue Shield and must be received from Blue Shield Participating Hospice Agencies. If Blue Shield prior authorizes Hospice Services from a non-contracted Hospice Agency, the Member's Copayment for these Services will be the same as the Copayment for Services from a Participating Hospice Agency. (Not covered under Shield Signature Level II.)
- <sup>11</sup> The Shield Signature Level I MHSA, Mental Health Service Administrator, is a specialized health care service plan contracted by Blue Shield to administer all Mental Health Services.
- <sup>12</sup> No benefits are provided for Substance Abuse Conditions, unless substance abuse coverage is selected as an optional Benefit by the County. Note: Shield Signature Level I Inpatient Services which are Medically Necessary to treat the acute medical complications of detoxification are covered as part of the Shield Signature Level I medical Benefits and are not considered to be treatment of the Substance Abuse Condition itself (Not covered under Shield Signature Level II.).

- <sup>13</sup> For Shield Signature Level I Outpatient Partial Hospitalization Services, an episode of care is the date from which the patient is admitted to the Partial Hospitalization Program to the date the patient is discharged or leaves the Partial Hospitalization Program. Any Services received between these two dates would constitute the episode of care. If the patient needs to be readmitted at a later date, this would constitute another episode of care. There is no Shield Signature Level II coverage for Outpatient Partial Hospitalization Services.
- <sup>14</sup> No additional or reduced payments will be assessed in situations of maternity admissions for which the length of stay is 48 hours or less for a normal, vaginal delivery or 96 hours or less for a Cesarean section. (See Pregnancy and Maternity Care Benefits in the Shield Signature Level I Benefits section for information relative to the Newborns' & Mothers' Health Protection Act.) There is no Shield Signature Level II coverage for Maternity Care
- <sup>15</sup> For Shield Signature Level I Services outside of California or the United States, Out-of-Area Follow-up Care is covered through any provider or through the BlueCard<sup>®</sup> Program participating provider network. However, authorization by Blue Shield HMO is required for more than two Out-of-Area Follow-up Care Outpatient visits or for care that involves a surgical or other procedure or Inpatient stay. For Shield Signature Level I services outside your Personal Physician Service Area but within California, Member Services will assist the patient in receiving Out-of-Area Follow-up Care through a Blue Shield Participating Provider. To receive Shield Signature Level I Services, Blue Shield HMO may direct the patient to receive follow-up Services from the Personal Physician. Members may go directly to an urgent care clinic for Urgent Care Services. See Obtaining Medical Care. Only Emergency and Urgent Care Services are covered under Shield Signature Level II PPO Network services.

# Shield Signature Coverage

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

## OBTAINING MEDICAL CARE

Your interest in the Shield Signature plan is truly appreciated. Blue Shield has served Californians for over 60 years, and we look forward to serving your health care coverage needs.

By choosing Shield Signature you have the opportunity to be an active participant in your own health care. We'll help you make a personal commitment to maintain and, where possible, improve your health. Like you, we believe that maintaining a healthy lifestyle and preventing illness are as important as caring for your needs when you are ill or injured.

You will have two Benefit options [called "Levels"] for medical care. The choice you make at the time you need medical care will determine your out-of-pocket costs.

Shield Signature Level I provides a full service of coverage through our HMO network.

Shield Signature Level II offers you the option of receiving selected PPO Network Participating Provider Outpatient Professional Services Provided in an Office Setting

## SHIELD SIGNATURE LEVEL I – HMO COVERED SERVICES

Shield Signature Level I is the "HMO" level of Benefits. Using it provides you with the highest level of Benefits — i.e., full Shield Signature Benefits at the lowest out-of-pocket cost to you. You will be covered under Shield Signature Level I only when care is provided by (1) your Personal Physician, (2) any provider authorized by your Personal Physician or (3) any provider for Emergency Services as defined in this booklet Benefits section. You will only be responsible for the Shield Signature I, Member Maximum Calendar Year Copayments, and Copayments. .

To determine whether a Shield Signature Level I provider is a Participating or Preferred Provider; consult the Blue Shield HMO Physician and Hospital Directory. You may also verify this information by accessing Blue Shield's Internet site located at <http://www.blueshieldca.com>, or by calling Member Services at the telephone number provided on the back page of this booklet. Note: A Shield Signature Level I Participating Provider's status may change. It is your obligation to verify whether the provider you choose is a Shield Signature Participating or Preferred Provider; in case there have been any changes since your directory was published.

## SHIELD SIGNATURE LEVEL II – SELECTED PPO NETWORK PARTICIPATING PROVIDER OUTPATIENT PROFESSIONAL SERVICES PROVIDED IN AN OFFICE SETTING

Shield Signature Benefits under Shield Signature Level II provide coverage for selected PPO Network Participating Provider outpatient professional services provided in an office setting which are detailed in this booklet's Summary of Benefits Referral or authorization by your Personal Physician is not required and there are no deductibles or copayment maximums. However, you will not be required to pay any difference between the Participating Provider's actual charges and Blue Shield's Allowable Amount, except as set forth in the section on Reductions – Third Party Liability.

Note: Coverage under Shield Signature Level II is only for selected PPO Network Outpatient Services. All Inpatient care including Hospitalization, Skilled Nursing Care and services which cannot be provided in an Outpatient medical office are not covered. Such services must be obtained through your HMO Medical Group/IPA and Personal Physician except for Covered Emergency and Urgent Care as described in this booklet.

To determine whether a provider is a Shield Signature Level II PPO Network Participating Provider, consult the Blue Shield Physician Directory. You may also verify this information by accessing Blue Shield's Internet site located at <http://www.blueshieldca.com>, or by calling Member Services at the telephone number provided on the back page of this booklet. Note: A Shield Signature Level II Preferred Provider's status may change. It is your obligation to verify whether the provider you choose is a Preferred Provider; in case there have been any changes since your directory was published.

Please review this booklet, which summarizes the general provisions and operation of your Shield Signature coverage. If you have any questions regarding the information, you may contact us through our Member Services Department at the number listed on your Shield Signature identification card.

## SHIELD SIGNATURE LEVEL ONE – HMO COVERED SERVICES

### CHOICE OF PERSONAL PHYSICIAN

#### SELECTING A PERSONAL PHYSICIAN

A close Physician--patient relationship helps to ensure you receive the best medical care. Each Member is therefore required to select a Personal Physician at the time of enrollment. This decision is an important one because your Personal Physician is responsible for providing primary care and coordinating or arranging for referral to other health care Services as necessary. More specifically, your Personal Physician will:

1. Help you decide on actions to maintain and improve your total health.
2. Coordinate and direct all of your medical care needs.
3. Work with your Medical Group/IPA to arrange your referrals to specialty Physicians, Hospitals and all other health Services, including requesting any prior authorization you will need.
4. Authorize Emergency Services when appropriate.
5. Prescribe any lab tests, X-rays and other medical Services you require.
6. If you request it, assist you in obtaining prior approval from the Mental Health Service Administrator (MHSA) for Inpatient Mental Health Services\*; and  
  
\*See the Mental Health Services paragraphs in the Obtaining Medical Care section for information.
7. Assist you in applying for admission into a Hospice Program through a Participating Hospice Agency when necessary.

To ensure access to services, each Member must select a Personal Physician who is located sufficiently close to the Member's home or work address to ensure reasonable access to care, as determined by Blue Shield. If you do not select a current Blue Shield HMO Personal Physician at the time of enrollment, Blue Shield will designate a Personal Physician for you and notify you. This designation will remain in effect until you advise Blue Shield of your selection of a different Personal Physician. To select a Personal Physician, contact the Blue Shield Member Services Department at the number provided on the back page of this booklet, Monday through Friday, between 7 a.m. and 7 p.m.

A Personal Physician must also be selected for a newborn or child placed for adoption, preferably prior to birth or adoption but always within 60 days from the date of birth or placement for adoption. You may designate a pediatrician as the Personal Physician for your child. The Personal Physician selected for the month of birth must be in the same Medical

Group or IPA as the mother's Personal Physician when the newborn is the natural child of the mother. If the mother of the newborn is not enrolled as a Member or if the child has been placed with the Subscriber for adoption, the Personal Physician selected must be a Physician in the same Medical Group or IPA as the Subscriber. If you do not select a Personal Physician within 60 days following the birth or placement for adoption, Shield Signature will designate a Personal Physician from the same Medical Group or IPA as the natural mother or the Subscriber. This designation will remain in effect for the first calendar month during which the birth or placement for adoption occurred. If you want to change the Personal Physician for the child after the month of birth or placement for adoption, see the section below on "Changing Personal Physicians". If your child is ill during the first month of coverage, be sure to read the information about changing Personal Physicians during a course of treatment or hospitalization.

Remember that if you want your child covered beyond the 60 days from the date of birth or placement for adoption, you must submit a written application as explained in the Eligibility section of this Evidence of Coverage and Disclosure Form.

#### ROLE OF THE MEDICAL GROUP OR IPA

Most Blue Shield Personal Physicians contract with Medical Groups or IPAs to share administrative and authorization responsibilities with them. (Of note, some Personal Physicians contract directly with Blue Shield.) Your Personal Physician coordinates with your designated Medical Group/IPA to direct all of your medical care needs and refer you to specialists or hospitals within your designated Medical Group/IPA unless because of your health condition, care is unavailable within the Medical Group/IPA.

Your designated Medical Group/IPA (or Blue Shield when noted on your identification card) ensures that a full panel of specialists is available to provide your health care needs and helps your Personal Physician manage the utilization of your Shield Signature benefits by ensuring that referrals are directed to providers who are contracted with them. Medical Groups/IPAs also have admitting arrangements with hospitals contracted with Blue Shield in their area and some have special arrangements that designate a specific hospital as "in network." Your designated Medical Group/IPA works with your Personal Physician to authorize services and ensure that that service is performed by their in network provider.

The name of your Personal Physician and your designated Medical Group/IPA (or, "Blue Shield Administered") is listed on your identification card. The Blue Shield HMO Member Services Department can answer any questions you may have about changing the Medical Group/IPA designated for your Personal Physician and whether the change would affect your ability to receive services from a particular specialist or hospital.

## **CHANGING PERSONAL PHYSICIANS OR DESIGNATED MEDICAL GROUP OR IPA**

You or your Dependent may change Personal Physicians or designated Medical Group/IPA by calling the Blue Shield Member Services Department at the number provided on the back page of this booklet or submitting a Member Change Request Form to the Blue Shield Member Services Department. Some Personal Physicians are affiliated with more than one Medical Group/IPA. If you change to a Medical Group/IPA with no affiliation to your Personal Physician, you must select a new Personal Physician affiliated with the new Medical Group/IPA and transition any specialty care you are receiving to specialists affiliated with the new Medical Group/IPA. The change will be effective the first day of the month following notice of approval by Blue Shield.

Once your Personal Physician change is effective, all care must be provided or arranged by your new Personal Physician, except for OB/GYN Services provided by an obstetrician/gynecologist or family practice Physician within the same Medical Group/IPA as your Personal Physician. Once your Medical Group/IPA change is effective, all previous authorizations for specialty care or procedures are no longer valid and must be transitioned to specialists affiliated with the new Medical Group/IPA, even if you remain with the same Personal Physician. Blue Shield Member Services will assist you with the timing and choice of a new Personal Physician or Medical Group/IPA.

Voluntary Medical Group/IPA changes are not permitted during the third trimester of pregnancy or while confined to a Hospital. The effective date of your new Medical Group/IPA will be the first of the month following discharge from the Hospital, or when pregnant, following the completion of postpartum care.

Additionally, changing your Personal Physician or designated Medical Group/IPA during a course of treatment may interrupt your health care. For this reason, while obtaining HMO (Shield Signature Level I) Benefits, the effective date of your new Personal Physician or designated Medical Group/IPA, when requested during a course of treatment, will be the first of the month following the date it is medically appropriate to transfer your care to your new Personal Physician or designated Medical Group/IPA, as determined by Blue Shield.

Exceptions must be approved by the Blue Shield Medical Director. For information about approval for an exception to the above provision, please contact Blue Shield Member Services.

If your Personal Physician discontinues participation in the Shield Signature, Blue Shield will notify you in writing and designate a new Personal Physician for you in case you need immediate medical care. You will also be given the opportunity to select a new Personal Physician of your own choice within 15 days of this notification. Your selection must be approved by Blue Shield prior to receiving any Services under Shield Signature.

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

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

## **CONTINUITY OF CARE FOR NEW MEMBERS BY NON-CONTRACTING PROVIDERS**

Newly covered Members who are being treated for acute conditions, serious chronic conditions, pregnancies (including immediate postpartum care), or terminal illness; or who are children from birth to 36 months of age; or who have received authorization from a provider for surgery or another procedure as part of a documented course of treatment can request completion of care in certain situations with a non-contracting provider who was providing services to the Member at the time the Member's coverage became effective under this Plan Shield Signature. Contact Member Services to receive information regarding eligibility criteria and the written policy and procedure for requesting continuity of care from a non-contracting provider.

## **RELATIONSHIP WITH YOUR PERSONAL PHYSICIAN**

Your Personal Physician seeks to provide Medically Necessary and appropriate professional Services to you in a manner compatible with your wishes. If your Personal Physician recommends procedures or treatments, which you refuse, or you and your Personal Physician fail to establish a satisfactory relationship, you may select a different Personal Physician. Member Services can assist you with this selection.

Your Personal Physician will advise you if he believes that there is no professionally acceptable alternative to a recommended treatment or procedure. If you continue to refuse to follow the recommended treatment or procedure, Member Services can assist you in the selection of another Personal Physician.

## **OBTAINING MEDICAL CARE**

**(For all Levels, for all Mental Health Services see the Mental Health Services paragraphs later in this Section)**

## **SHIELD SIGNATURE LEVEL I: USE OF PERSONAL PHYSICIAN**

To receive Shield Signature Level I Benefits, you must obtain or arrange for health care through your Personal Physician including preventive Services, routine health problems, con-

sultation with Shield Signature Specialists, and admission into a Hospice Program through a Participating Hospice Agency, Urgent Services and hospitalization.

You should cancel any scheduled appointment at least 24 hours in advance when reasonably possible. This policy applies to appointments with or arranged by your Personal Physician or the Mental Health Service Administrator (MHSA) and self-arranged appointments for OB/GYN Services. Because your Physician has set aside time for your appointments in a busy schedule, you need to notify the office within 24 hours if you are unable to keep the appointment. That will allow the office staff to offer that time slot to another patient who needs to see the physician. Some offices may advise you that a fee (not to exceed your Copayment) will be charged for missed appointments unless you give 24-hour advance notice or missed the appointment because of an emergency situation.

All Services, except those meeting the emergency and Urgent Services requirements below, must have prior approval by the Personal Physician, Medical Group/IPA to receive the highest level of Benefits under Shield Signature Level I.

## **OBSTETRICAL/GYNECOLOGICAL (OB/GYN) PHYSICIAN SERVICES**

**(Benefit is Provided Only under Shield Signature Level I)**

Under Shield Signature Level I, a female Member may arrange for obstetrical and/or gynecological (OB/GYN) Services by an obstetrician/gynecologist or family practice Physician who is her designated Personal Physician. A referral from your Personal Physician or from the affiliated Medical Group or IPA is not needed. However, the obstetrician/gynecologist or family practice must be in the same Medical Group/IPA as her Personal Physician.

Obstetrical and gynecological Services are defined as:

- Physician services related to prenatal, perinatal, and postnatal (pregnancy) care,
- Physician services provided to diagnose and treat disorders of the female reproductive system and genitalia,
- Physician services for treatment of disorders of the breast,
- Routine annual gynecological examinations/annual well-woman examinations.

It is important to note that services by an OB/GYN or family practice Physician outside of the Personal Physician's Medical Group/IPA without authorization will not be covered under Shield Signature Level I. Before making the appointment, the Member should call the Member Services Department at the telephone number provided on your identification card to confirm that the OB/GYN or family practice Physician is in the same Medical Group/IPA as her Personal Physician.

## **REFERRAL TO SPECIALTY SERVICES**

To receive specialty Services (including X-rays and laboratory tests) under Shield Signature Level I, you must have the

specialty Services provided or arranged by your Personal Physician. You will generally be referred to a Shield Signature Specialist or Non-Physician Health Care Practitioner in the same Medical Group or IPA as your Personal Physician, but you can be referred outside the Medical Group or IPA if the type of specialist or Non-Physician Health Care Practitioner needed is not available within your Personal Physician's Medical Group or IPA. Your Personal Physician will request any necessary prior authorization from your Medical Group/IPA. For Mental Health Services, see the Shield Signature Level I Mental Health Services paragraphs in the Obtaining Medical Care section for information regarding how to access care. The Shield Signature Specialist or Non-Physician Health Care Practitioner will provide a report to your Personal Physician.

If there is a question about your diagnosis, plan of care, or recommended treatment, including surgery, or if additional information concerning your condition would be helpful in determining the diagnosis and the most appropriate plan of treatment, or if the current treatment plan is not improving your medical condition, you may ask your Personal Physician to refer you to another Physician for a second medical opinion. The second opinion will be provided on an expedited basis, where appropriate. If you are requesting a second opinion about care you received from your Personal Physician, the second opinion will be provided by a Physician within the same Medical Group/IPA as your Personal Physician. If you are requesting a second opinion about care received from a specialist, the second opinion may be provided by any Shield Signature Specialist of the same or equivalent specialty. All second opinion consultations must be authorized under Level I. Your Personal Physician may also decide to offer such a referral even if you do not request it. State law requires that health plans disclose to Members, upon request, the timelines for responding to a request for a second medical opinion. To request a copy of these timelines, you may call the Member Services Department telephone number provided on your identification card.

In referring you for specialty Services, your Personal Physician will discuss with you what treatment options are best for you. If the Personal Physician determines that specialty Services are Medically Necessary, your Personal Physician will notify Blue Shield, request necessary authorization, and designate the particular specialist from whom you will receive the specialty Services.

When no HMO Participating Provider is available to perform the needed Service, the Personal Physician will refer you to a non-HMO Provider after obtaining authorization. This authorization procedure is handled for you by your Personal Physician.

Referral by a Personal Physician, however, does not guarantee coverage for referral services. The eligibility provisions, exclusions, and limitations for the particular Services under the Shield Signature will still apply.

## EMERGENCY SERVICES

If you obtain Emergency Services, you should notify your Personal Physician within 24 hours after care is received unless it was not reasonably possible to communicate with the Personal Physician within this time limit. In such case, notice should be given as soon as possible.

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

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

If you receive non-authorized Services in a situation that Blue Shield determines was not a situation in which a reasonable person would believe that an emergency condition existed, your Services will not be covered under Shield Signature Level I.

## INPATIENT, HOME HEALTH CARE, HOSPICE PROGRAM AND OTHER SERVICES UNDER SHIELD SIGNATURE LEVEL I

The Personal Physician is responsible for obtaining prior authorization before you are admitted to the Hospital or a Skilled Nursing Facility or receive home health care and certain other Services or before you can be admitted into a Hospice Program through a Participating Hospice Agency under Shield Signature Level I. If the Personal Physician determines that you should receive any of these Services, he or she will request authorization. If Blue Shield determines that the requested Service is Medically Necessary, then your Personal Physician will arrange for your admission to the Hospital or Skilled Nursing Facility, including Subacute Care admissions, or to a Hospice Program through a Participating Hospice Agency, as well as for the provision of home health care and other Services.

Note: For Hospital admissions for mastectomies or lymph node dissections, the length of Hospital stays will be determined solely by the Member’s Physician in consultation with the Member. For information regarding length of stay for maternity or maternity related Services, see the Plan Benefits section, Shield Signature Level I Pregnancy and Maternity Care, for information relative to the Newborns’ & Mothers’ Health Protection Act.

## NURSEHELP 24/7<sup>SM</sup> & LIFE REFERRALS 24/7

If you are unsure about what care you need, you should contact your physician’s office. In addition, your Shield Signature coverage includes a service, NurseHelp 24/7, which provides licensed health care professionals available to assist you by phone 24 hours a day, seven days a week. You can call

NurseHelp 24/7 for immediate answers to your health questions. Registered nurses are available 24 hours a day to answer any of your health questions, including concerns about:

1. Symptoms you are experiencing, including whether you need emergency care;
2. Minor illnesses and injuries;
3. Chronic conditions;
4. Medical tests and medications;
5. Preventive care.

If your physician’s office is closed, just call NurseHelp 24/7 at (877) 304-0504. (If you are hearing impaired dial 711 for the relay service in California.) The telephone number is listed on your Member identification card.

NurseHelp 24/7 and LifeReferrals 24/7 programs provide Members with no charge, confidential telephone support for information, consultations, and referrals for health and psychosocial issues. Members may obtain these services by calling a 24-hour, toll-free telephone number. There is no charge for these services.

These programs include:

NurseHelp 24/7 - Members may call a registered nurse toll free via 1-877-304-0504, 24 hours a day, to receive confidential support and information about minor illnesses and injuries, chronic conditions, fitness, nutrition and other health related topics.

Psychosocial support through LifeReferrals 24/7 - Members may call 1-800-985-2405 on a 24-hour basis for confidential psychosocial support services. Professional counselors will provide support through assessment, referrals and counseling. Note: See the following Mental Health Services paragraphs for important information concerning this feature.

## MENTAL HEALTH SERVICES

Blue Shield of California has contracted with a Mental Health Service Administrator (MHSA) to underwrite and deliver all Mental Health Services through a separate network of Mental Health Participating Providers. (See Mental Health Service Administrator under the Definitions section for more information.)

### Shield Signature Level I: Use of MHSA Participating Providers When Referred or Authorized by the MHSA

For Shield Signature Level I, Members should contact the MHSA by calling 1-877-263-9952 to arrange for all Non-Emergency Mental Health Services. Shield Signature Level I Services must be referred or authorized by the MHSA and provided by an MHSA Participating Provider. Members do not need to arrange for Mental Health Services through their Personal Physician.

MHSA Participating Providers are indicated in the Blue Shield of California Behavioral Health Provider Directory.

Members may contact the MHSA directly for information on, and to select an MHSA Provider by calling 1-877-263-9952. Your Personal Physician may also contact MHSA to obtain information regarding MHSA Participating Providers for you.

For complete information regarding Benefits for Mental Health Services, see Shield Signature Level I Mental Health Services in this booklet's Benefits section.

### **Psychosocial Support through LifeReferrals 24/7**

Notwithstanding the Benefits provided under Mental Health Services in this booklet's Benefits section, the Member also may call 1-800-985-2405 on a 24-hour basis for confidential psychosocial support services. Professional counselors will provide support through assessment, referrals and counseling.

In California, support may include, as appropriate, a referral to a counselor for a maximum of three no charge, face-to-face visits within a six-month period.

In the event that the Services required of a Member are most appropriately provided by a psychiatrist or the condition is not likely to be resolved in a brief treatment regimen, the Member will be referred to the MHSA intake line to access their Mental Health Services which are described under Mental Health Benefits in this booklet's Services section.

## **SHIELD SIGNATURE LEVEL I URGENT SERVICES WHILE TRAVELING**

Shield Signature provides coverage for you and your family for your Urgent Service needs when you or your family are temporarily traveling outside your Personal Physician Service Area.

Urgent Services are defined as those Covered Services rendered outside of the Personal Physician Service Area (other than Emergency Services) which are Medically Necessary to prevent serious deterioration of a Member's health resulting from unforeseen illness, injury or complications of an existing medical condition, for which treatment cannot reasonably be delayed until the Member returns to the Personal Physician Service Area.

Out-of-Area Follow-up Care is defined as non-emergent Medically Necessary out-of-area Services to evaluate the Member's progress after an initial Emergency or Urgent Service.

### **(Urgent care) While in your Personal Physician Service Area**

If you require urgent care for a condition that could reasonably be treated in your Personal Physician's office or in an urgent care clinic (i.e., care for a condition that is not such that the absence of immediate medical attention could reasonably be expected to result in placing your health in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part), You may go directly to an urgent care clinic in your Personal Physician Service Area.

## **Outside of California**

Shield Signature provides coverage for you and your family for your Urgent Service needs when you or your family are temporarily traveling outside of California. You can receive urgent care services from any provider; however, using the BlueCard Program, described herein, which can be more cost-effective and eliminate the need for you to pay for the services when they are rendered and submit a claim for reimbursement. Note: Authorization by Blue Shield is required for care that involves a surgical or other procedure or inpatient stay.

### **Shield Signature Level I: Follow-up Services**

Shield Signature Level I Out-of-Area Follow-up Care is covered and may be provided through the BlueCard<sup>®</sup> Program participating provider network or from any provider. However, authorization by Blue Shield is required for more than two Out-of-Area Follow-up Care outpatient visits. To receive Shield Signature Level I Services, Blue Shield may direct the patient to receive the additional follow-up Services from the Personal Physician.

When a BlueCard Program provider is available, Shield Signature Level I Services should be obtained from a Participating Provider, when possible.

## **Within California**

If you are temporarily traveling within California, but are outside of your Personal Physician Service Area, if possible you should call Blue Shield Member Services the telephone number provided on your identification card for assistance in receiving Urgent Services through a Blue Shield of California Provider. You may also locate a Blue Shield Provider by visiting our website at <http://www.blueshieldca.com>. However, you are not required to use a Blue Shield of California Participating Provider to receive Urgent Services; you may use any provider. Note: Authorization by Blue Shield is required for care that involves a surgical or other procedure or inpatient stay.

Benefits will be determined in accordance with the requirements of Shield Signature coverage, subject to the applicable Copayments.

Follow-up care is also covered through a Blue Shield of California Participating Provider and may also be received from any provider. However, when outside your Personal Physician Service Area authorization by Blue Shield HMO is required for more than two Out-of-Area Follow-up Care outpatient visits. Blue Shield HMO may direct the patient to receive the additional follow-up services from the Personal Physician.

If services are not received from a Blue Shield of California Participating Provider, you may be required to pay the provider for the entire cost of the service and submit a claim to Blue Shield HMO. Claims for Urgent Services obtained outside of your Personal Physician Service Area within California will be reviewed retrospectively for coverage.

When you receive covered Urgent Services outside your Personal Physician within California, the amount you pay, if not subject to a flat dollar copayment, is calculated on Blue Shield's Allowed Charges.

## **CLAIMS FOR EMERGENCY AND OUT-OF-AREA URGENT SERVICES**

### **1. Emergency**

If Emergency Services were received and expenses were incurred by the Member for services other than medical transportation, the Member must submit a complete claim with the emergency service record for payment to Blue Shield, within 1 year after the first provision of Emergency Services for which payment is requested. If the claim is not submitted within this period, Blue Shield will not pay for those emergency services, unless the claim was submitted as soon as reasonably possible as determined by Blue Shield. If the services are not preauthorized, Blue Shield will review the claim retrospectively for coverage. If Blue Shield determines that the services received were for a medical condition for which a reasonable person would not reasonably believe that an emergency condition existed and would not otherwise have been prospectively authorized, the services will not be covered under Shield Signature Level I and Blue Shield will notify the Member of that determination. Blue Shield will notify the Member of its determination within 30 days from receipt of the claim.

### **2. Out-of-Area Urgent Services**

If out-of-area Urgent Services were received from a non-participating BlueCard Program provider you must submit a complete claim with the Urgent Service record for payment to Blue Shield, within 1 year after the first provision of Urgent Services for which payment is requested. If the claim is not submitted within this period, the Blue Shield will not pay for those Urgent Services, unless the claim was submitted as soon as reasonably possible as determined by Blue Shield. The services will be reviewed retrospectively to determine whether the services were Urgent Services. If Blue Shield determines that the services would not have been authorized, and therefore, are not covered, it will notify the Member of that determination. Blue Shield will notify the Member of its determination within 30 days from receipt of the claim.

## **DEDUCTIBLE**

### **CALENDAR YEAR DEDUCTIBLE**

There is no calendar year deductible under Shield Signature Level I.

## **NO MEMBER MAXIMUM LIFETIME BENEFITS**

There is no maximum lifetime limit on the aggregate payments by the plan for Shield Signature Level I covered Services provided under the plan.

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

Shield Signature Level I -- HMO contains no annual dollar limits on essential benefits as defined by federal law.

## **PAYMENT**

### **PAYMENT AND MEMBER COPAYMENT RESPONSIBILITIES**

The Member's Copayment amounts, applicable Copayment maximum amounts for Covered Services are shown in the Summary of Benefits. The Summary of Benefits also contains information on Benefit and Copayment maximums and restrictions.

Complete Benefit descriptions may be found in this booklet's Benefits section. Shield Signature exclusions and limitations may be found in the Principal Limitations, Exceptions, Exclusions and Reductions section.

### **SHIELD SIGNATURE LEVEL I (HMO LEVEL OF BENEFITS) MAXIMUM CALENDAR YEAR COPAYMENT RESPONSIBILITY**

Your maximum Copayment responsibility each Calendar Year for covered Services is shown in the Summary of Benefits. Once a Member's maximum responsibility has been met\*, Blue Shield will pay 100% of Allowed Charges for that Member's covered Services for the remainder of that Calendar Year, except as described below. Once the Family maximum responsibility has been met\*, Blue Shield will pay 100% of Allowed Charges for the Subscriber's and all covered Dependents' covered Services for the remainder of that Calendar Year, except as described below.

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

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

Note: It is the Member's responsibility to maintain accurate records of their Copayments and to determine and notify Blue Shield when the Member Maximum Calendar Year Copayment Responsibility has been reached.

You must notify Blue Shield Member Services when you feel that your Member Maximum Calendar Year Copayment Responsibility has been reached. At that time, you must submit complete and accurate records to Blue Shield substantiating your Copayment expenditures for the period in question. Member Services addresses and telephone numbers may be found on the last page of this booklet.

## **REIMBURSEMENT UNDER PAYMENT OF PROVIDERS — SHIELD SIGNATURE LEVEL I**

Blue Shield generally contracts with groups of Physicians to provide Shield Signature Level I Services to Members. A fixed, monthly fee is paid to the groups of Physicians for each Member whose Personal Physician is in the group. This payment system, capitation, includes incentives to the groups of Physicians to manage all Services provided to Members in an appropriate manner consistent with the contract.

If you want to know more about this payment system, contact Member Services at the number provided on your Shield Signature identification card or talk to your Shield Signature Provider.

## **SHIELD SIGNATURE SERVICE AREA**

Shield Signature's Service Area is identified in the Blue Shield HMO Physician and Hospital Directory. You and your eligible Dependents must live or work in the Shield Signature Service Area identified in those documents to enroll in this plan and to maintain eligibility in Shield Signature.

## **SHIELD SIGNATURE LEVEL I BENEFITS**

The Benefits available to you under the Shield Signature are listed in this section, subject to the applicable Copayment responsibilities.

As set forth in the Exclusions and Limitations section, the Services and supplies described here are covered only if they are Medically Necessary as determined by the Medical Group/IPA or by Blue Shield. If there are two or more Medically Necessary services that may be provided for the illness, injury or medical condition, Blue Shield will provide benefits based on the most cost-effective service.

Subject to the terms, conditions, exclusions (including Medical Necessity), limitations, Copayments, and other requirements contained in this Evidence of Coverage and Disclosure Form or the group health service Contract, and to any conditions or limitations set forth in the benefit descriptions below, and to the Shield Signature Level I Exclusions and Limitations set forth in this booklet, Benefits are provided for the following health care Services under Shield Signature. The Copayments are listed in the Summary of Benefits.

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

## **ALLERGY TESTING AND TREATMENT BENEFITS**

Benefits are provided for office visits for the purpose of allergy testing and treatment, including injectables and serum.

## **AMBULANCE BENEFITS**

Shield Signature will pay for ambulance Services as follows:

1. Emergency Ambulance Services for transportation to the nearest Hospital which can provide such emergency care only if a reasonable person would have believed that the medical condition was an emergency medical condition which required ambulance Services.
2. Non-Emergency Ambulance Services. Medically Necessary ambulance Services to transfer the Member from a Hospital to a Shield Signature Hospital or between Shield Signature facilities when in connection with authorized confinement/admission and the use of the ambulance is authorized.

## **AMBULATORY SURGERY CENTER BENEFITS**

**(Benefits are Provided Only under Shield Signature Level I)**

Benefits are provided for Ambulatory Surgery Center Benefits on an Outpatient facility basis at an Ambulatory Surgery Center.

Note: Outpatient ambulatory surgery Services may also be obtained from a Hospital or an Ambulatory Surgery Center that is affiliated with a Hospital, and will be paid according to the Hospital Benefits (Facility Services) section in this booklet.

Benefits are provided for Medically Necessary Services in connection with Reconstructive Surgery when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in function or appearance. In accordance with the Women's Health and Cancer Rights Act, surgically implanted and other prosthetic devices (including prosthetic bras) and Reconstructive Surgery are covered on either breast to restore and achieve symmetry incident to a mastectomy, and treatment of physical complications of a mastectomy, including lymphedemas. Surgery must be authorized as described herein. Benefits will be provided in accordance with guidelines established by the Blue Shield and developed in conjunction with plastic and reconstructive surgeons.

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

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

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

## **BARIATRIC SURGERY BENEFITS**

### **(Benefits are Provided Only under Shield Signature Level I)**

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

All bariatric surgery services must be prior authorized, in writing, from Blue Shield's Medical Director. Prior authorization is required for Services received under Shield Signature Level I whether residents of a designated or non-designated county.

The following are designated counties in which Blue Shield has contracted with facilities and physicians to provide bariatric Services:

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

## **CLINICAL TRIAL FOR TREATMENT OF CANCER OR LIFE THREATENING CONDITIONS BENEFITS**

### **(Benefit is Provided Only under Shield Signature Level I)**

Benefits are provided for routine patient care for Members who have been accepted into an approved clinical trial for treatment of cancer or a life-threatening condition when prior authorized through the Member's Personal Physician, and:

1. the clinical trial has a therapeutic intent and the Personal Physician determines that the Member's participation in the clinical trial would be appropriate based on either the trial protocol or medical and scientific information provided by the participant or beneficiary; and
2. the Hospital and/or Physician conducting the clinical trial is a Participating Provider, unless the protocol for the trial is not available through a Participating Provider.

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

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

1. The investigational item, device, or service, itself;
2. Drugs or devices that have not been approved by the federal Food and Drug Administration (FDA);

3. Services other than health care services, such as travel, housing, companion expenses and other non-clinical expenses;
4. 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;
5. Services that, except for the fact that they are being provided in a clinical trial, are specifically excluded under the Plan;
6. Services customarily provided by the research sponsor free of charge for any enrollee in the trial.
7. Any service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.

An "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 and other life-threatening condition, and is limited to a trial that is:

1. federally funded and approved by one or more of the following:
  - a) one of the National Institutes of Health;
  - b) the Centers for Disease Control and Prevention;
  - c) the Agency for Health Care Research and Quality;
  - d) the Centers for Medicare & Medicaid Services;
  - e) a cooperative group or center of any of the entities in a to d, above; or the federal Departments of Defense or Veterans Administration;
  - f) qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants;
  - g) the federal Veterans Administration, Department of Defense, or Department of Energy where the study or investigation is reviewed and approved through a system of peer review that the Secretary of Health & Human Services has determined to be comparable to the system of peer review of studies and investigations used by the National Institutes of Health, and assures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review; or
2. the study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration or is exempt under federal regulations from a new drug application.

"Life-threatening condition" means any disease or condition from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

## DIABETES CARE BENEFITS

### Diabetic Equipment

#### (Benefit is Provided Only under Shield Signature Level I)

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

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

For coverage of diabetic testing supplies including lancets and lancet puncture devices and blood and urine testing strips and test tablets, and pen delivery systems for the administration of insulin, refer to the Outpatient Prescription Drug Supplement provided with this booklet.

### Diabetes Self-Management Training

Diabetes Outpatient self-management training, education and medical nutrition therapy that is Medically Necessary to enable a Member to properly use the diabetes-related devices and equipment and any additional treatment for these Services if directed or prescribed by the Member's Personal Physician and authorized. These Benefits shall include, but not be limited to, instruction that will enable diabetic patients and their families to gain an understanding of the diabetic disease process, and the daily management of diabetic therapy, in order to thereby avoid frequent hospitalizations and complications.

## DIALYSIS CENTERS BENEFITS

#### (Benefit is Provided Only under Shield Signature Level I)

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

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

## DURABLE MEDICAL EQUIPMENT BENEFITS

#### (Benefit is Provided Only under Shield Signature Level I)

Medically Necessary Durable Medical Equipment for Activities of Daily Living, supplies needed to operate Durable Medical Equipment, oxygen and its administration, and ostomy and medical supplies to support and maintain gastrointestinal, bladder or respiratory function are covered. When authorized

as DME, other covered items include peak flow monitor for self-management of asthma, the glucose monitor for self-management of diabetes, apnea monitors for management of newborn apnea, breast pump and the home prothrombin monitor for specific conditions as determined by Blue Shield. Benefits are provided at the most cost-effective level of care that is consistent with professionally recognized standards of practice. If there are two or more professionally recognized items equally appropriate for a condition, Benefits will be based on the most cost-effective item.

Medically Necessary Durable Medical Equipment is covered as described in this section, except as noted below:

1. Rental charges for Durable Medical Equipment in excess of purchase price are not covered;
2. Routine maintenance or repairs, even if due to damage, are not covered;
3. Environmental control equipment, generators, self-help/educational devices are not covered;
4. No benefits are provided for backup or alternate items;
5. Replacement of Durable Medical Equipment is covered only when it no longer meets the clinical needs of the patient or has exceeded the expected lifetime of the item\*.

\*This does not apply to the Medically Necessary replacement of nebulizers, face masks and tubing, and peak flow monitors for the management and treatment of asthma. (Note: See the Outpatient Prescription Drugs Supplement provided with this booklet for Benefits for asthma inhalers and inhaler spacers.)

6. Breast pump rental or purchase is only covered if obtained from a designated Plan provider in accordance with Blue Shield Medical Policy. For further information call Member Services or go to [www.blueshieldca.com](http://www.blueshieldca.com).

Note: See Shield Signature Level I Diabetes Care Benefits in this booklet's Benefits section for devices, equipment, and supplies for the management and treatment of diabetes.

If you are enrolled in a Shield Signature Level I Hospice Program through a Participating Hospice Agency, medical equipment and supplies that are reasonable and necessary for the palliation and management of Terminal Illness and related conditions are provided by the Hospice Agency. For information see Shield Signature Level I Hospice Program Benefits in this booklet's Benefits section.

## EMERGENCY ROOM BENEFITS

1. Emergency Services. Members who reasonably believe that they have an emergency medical or Mental Health condition which requires an emergency response are encouraged to appropriately use the "911" emergency response system where available. The Member should notify the Personal Physician or the MHSA by phone within 24 hours of the commencement of the

emergency Services, or as soon as it is medically possible for the Member to provide notice. When all these requirements are met, the Services will be covered under Shield Signature Level I, subject to the applicable Copayment. The services will be reviewed retrospectively by Blue Shield to determine whether the services were for a medical condition for which a reasonable person would have believed that they had an emergency medical condition. If Blue Shield determines they were not emergency services as described above, the Member will be notified of that determination.

Emergency Services Copayment does not apply if a Member is admitted directly to the Hospital as an Inpatient from the emergency room.

2. Continuing or Follow-up Treatment.

**(This Benefit is Provided Only under Shield Signature Level I.)**

If you receive Emergency Services from a Hospital which is a non-Shield Signature Hospital, follow-up care must be authorized by Blue Shield or it may not be covered. If, once your Emergency medical condition is stabilized, and your treating health care provider at the non-Shield Signature Hospital believes that you require additional Medically Necessary Hospital Services, the non-Shield Signature Hospital must contact Blue Shield to obtain timely authorization. Blue Shield may authorize continued Medically Necessary Hospital Services by the non-Shield Signature Hospital. If Blue Shield determines that you may be safely transferred to a Hospital that is contracted with Blue Shield and you refuse to consent to the transfer, the non-Shield Signature Hospital must provide you with written notice that you will be financially responsible for 100% of the cost for Services provided to you once your Emergency condition is stable. Also, if the non-Shield Signature Hospital is unable to determine the contact information at Blue Shield in order to request prior authorization, the non-Shield Signature Hospital may bill you for such services. If you believe you are improperly billed for services you receive from a non-Shield Signature Hospital, you should contact Blue Shield at the telephone number on your identification card. Blue Shield will provide benefits for care in a Hospital only for as long as the Member's medical condition prevents transfer to a Shield Signature Hospital in the Member's Service Area, as approved by the Medical Group/IPA or by Blue Shield. Unauthorized continuing or follow-up care after the initial emergency has been treated in a Hospital, or by a provider, is not a covered service under Shield Signature.

**EYE EXAMINATION BENEFIT**

Your Plan also provides coverage for a diagnostic eye examination Benefit described in this section.

Note: An annual self-referred eye examination will not be covered under your Blue Shield Preferred Plan if your Em-

ployer provides Benefits for vision care through the Blue Shield Vision Plan. Please refer to your Blue Shield Vision Plan for specific information about covered eye examinations.

The Plan provides payment for the following service:

One comprehensive eye examination in a consecutive 12-month period. A comprehensive examination represents a level of service in which a general evaluation of the complete visual system is made. The comprehensive service constitutes a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examination, gross visual fields, and basic sensorimotor examination. It often includes, as indicated: biomicroscopy, examination for cycloplegia or mydriasis, tonometry, and, usually, a determination of the refractive state unless known, or unless the condition of the media precludes this or it is otherwise contraindicated, as in presence of trauma or severe inflammation.

Note: Visits involving actual or suspected pathology or injury may be covered under the medical Benefits of your health Plan.

**REIMBURSEMENT PROVISION**

Prior to service, you should consult your Benefit information for coverage details. You can locate a Participating Provider by calling the contracted Vision Plan Administrator (VPA) Customer Service at 1-877-601-9083, or online at <http://www.blueshieldca.com>. You should make an appointment with the Participating Provider identifying yourself as a Blue Shield Vision Member.

The Participating Provider will submit a claim for covered Services on-line or by claim form obtained by the provider from the contracted VPA.

Participating Providers will accept payment by the Plan for covered Services as payment in full, minus your Copayment as shown on the Summary of Benefits. Please determine whether your ophthalmologist or optometrist is a Participating Provider by calling the contracted VPA.

When Services are provided by a non-Participating Provider, you must submit a Vision Service Report Form (claim form C-4669-61) which can be obtained from the Blue Shield web site located at: <http://www.blueshieldca.com>. This form must be completed in full and submitted with all related receipts to:

Blue Shield  
Vision Plan Administrator  
P.O. Box 25208  
Santa Ana, California 92799-5208.

Information regarding Member non-Participating Provider Benefits can be found by consulting your Benefit information or by calling Blue Shield/VPA Customer Service at: 1-877-601-9083. Payments will be made through the contracted VPA by means of a Blue Shield check.

Payments for Services of a non-Participating Provider will be made directly to you. Any difference between the allowance

and the provider's charge, minus your Copayment as shown on the Summary of Benefits, is your responsibility.

All claims for reimbursements must be submitted to the contracted VPA within 1 year after the month of service.

This Benefit is administered by the contracted VPA for Blue Shield of California. If you have questions about this Benefit, call toll-free 1-877-601-9083 (or) 1-714-619-4660.

## LIMITATIONS AND EXCLUSIONS

This vision Benefit does not cover corrective lenses, frames for eye glasses, contact lenses or the fitting of contact lenses; eye exercises; any other routine eye refractions; subnormal vision aids; vision training; any eye examination required by the employer as a condition of employment; medical or surgical treatment of the eyes; Services performed by a close relative or by a person who ordinarily resides in your home; Services incident to any injury arising out of, or in the course of, any employment for salary, wage or profit if such injury or disease is covered by any workers' compensation law, or similar legislation. However, if Blue Shield provides payment for such Services, it shall be entitled to establish a lien for such other Benefits up to the amount paid by Blue Shield for treatment of the injury or disease; Services required by any government agency or program, federal, state or subdivision thereof; or Services for which no charge is made.

## FAMILY PLANNING AND INFERTILITY BENEFITS

**(This Benefit is Provided Only under Shield Signature Level I.)**

1. Family Planning Counseling, including Physician office visits for diaphragm fitting and injectable contraceptives.
2. Intrauterine device (IUD), including insertion and/or removal. No Benefits are provided for IUDs when used for non-contraceptive reasons except the removal to treat Medically Necessary Services related to complications.
3. Infertility Services. Infertility Services, including professional, Hospital, ambulatory surgery center, and ancillary Services to diagnose and treat the cause of Infertility, except as excluded in the Principal Limitations, Exceptions, Exclusions and Reductions section. Any services related to the harvesting or stimulation of the human ovum (including medications, laboratory and radiology service) are not covered.
4. Tubal Ligation.
5. Elective Abortion.
6. Vasectomy.
7. Implantable contraceptives.
8. Injectable contraceptives when administered by a Physician.
9. Diaphragm fitting procedure.

## HOME HEALTH CARE BENEFITS

**(This Benefit is Provided Only under Shield Signature Level I.)**

Benefits are provided for home health care Services when the Services are Medically Necessary, ordered by the Personal Physician, and authorized.

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

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

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

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

This Benefit does not include medications, drugs, or injectables covered under the Home Infusion/Home Injectable Therapy Benefit or under the supplemental Benefit for Outpatient Prescription Drugs.

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

(Note: See the Shield Signature Level I Hospice Program Benefits section for information about when a Member is admitted into a Hospice Program and a specialized description of Skilled Nursing Services for hospice care.)

Note: For information concerning diabetes self-management training, see Shield Signature Level I Diabetes Care Benefits in this booklet's Benefits section.

## HOME INFUSION/HOME INJECTABLE THERAPY BENEFITS

**(This Benefit is provided only under Shield Signature Level I.)**

1. Benefits are provided for home infusion and intravenous (IV) injectable therapy when provided by a home infusion agency. Note: For Services related to hemophilia, see item 2. below.

Services include home infusion agency Skilled Nursing visits, parenteral nutrition Services, enteral nutrition Services and associated supplements, medical supplies used during a covered visit, pharmaceuticals administered intravenously, related laboratory Services, and for Medically Necessary, FDA approved injectable medications when prescribed by the Personal Physician and prior authorized, and when provided by a Home Infusion Agency.

This Benefit does not include medications, drugs insulin, Insulin syringes, Specialty Drugs covered under the supplemental Benefit for Outpatient Prescription Drugs and Services related to hemophilia which are covered as described below.

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

## 2. Hemophilia home infusion products and Services

Benefits are provided for home infusion products for the treatment of hemophilia and other bleeding disorders. All Services must be prior authorized by Blue Shield and must be provided by a Preferred Hemophilia Infusion Provider. (Note: most Participating Home Health Care and Home Infusion Agencies are not Preferred Hemophilia Infusion Providers.) To find a Preferred Hemophilia Infusion Provider, consult the Preferred Provider Directory. You may also verify this information by calling Member Services at the telephone number shown on the last page of this booklet.

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

Following evaluation by your Physician, a prescription for a blood factor product must be submitted to and approved by Blue Shield. Once prior authorized by Blue Shield, the blood factor product is covered on a regularly scheduled basis (routine prophylaxis) or when a non-emergency injury or bleeding episode occurs. (Emergencies will be covered as described in the Emergency Room Benefits section.)

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

This benefit does not include:

- a) physical therapy, gene therapy or medications including antifibrinolytic and hormone medications\*;

- b) services from a hemophilia treatment center or any provider not prior authorized by Blue Shield; or,
- c) self-infusion training programs, other than nursing visits to assist in administration of the product.

\*Services and certain drugs may be covered under the Shield Signature Level I Rehabilitation Benefits (Physical, Occupational, and Respiratory Therapy), the Outpatient Prescription Drug Benefit, or as described elsewhere in this booklet's Benefits section.

## HOSPICE PROGRAM BENEFITS

**(This Benefit is Provided Only under Shield Signature Level I.)**

Benefits are provided for the following Services through a Hospice Agency when an eligible Member requests prior authorization and is formally admitted to an approved Hospice Program. The Member must have a Terminal Illness as determined by their plan Provider's certification and the admission must receive prior approval from Blue Shield. (Note: Members with a Terminal Illness who have not elected to enroll in a Hospice Program can receive a pre-hospice consultative visit from a Participating Hospice Agency.) Covered Services are available on a 24-hour basis to the extent necessary to meet the needs of individuals for care that is reasonable and necessary for the palliation and management of Terminal Illness and related conditions. Members can continue to receive covered Services that are not related to the palliation and management of the Terminal Illness from the appropriate Participating Provider. Member Copayments when applicable are paid to the Hospice Agency.

Hospice Services include the following:

1. Pre-hospice consultative visit regarding pain and symptom management, hospice and other care options including care planning (Members do not have to be enrolled in the Hospice Program to receive this Benefit).
2. Interdisciplinary Team care with development and maintenance of an appropriate Plan of Care and management of Terminal Illness and related conditions.
3. Skilled Nursing Services, certified health aide Services and homemaker Services under the supervision of a qualified registered nurse.
4. Bereavement Services.
5. Social Services/Counseling Services with medical social Services provided by a qualified social worker. Dietary counseling, by a qualified provider, shall also be provided when needed.
6. Medical Direction with the medical director being also responsible for meeting the general medical needs for the Terminal Illness of the Members to the extent that these needs are not met by the Personal Physician.
7. Volunteer Services.
8. Short-term inpatient care arrangements.

9. Pharmaceuticals, medical equipment, and supplies that are reasonable and necessary for the palliation and management of Terminal Illness and related conditions.
10. Physical therapy, occupational therapy, and speech-language pathology Service for purposes of symptom control, or to enable the enrollee to maintain activities of daily living and basic functional skills.
11. Nursing care Services are covered on a continuous basis for as much as 24 hours a day during Periods Of Crisis as necessary to maintain a Member at home. Hospitalization is covered when the Interdisciplinary Team makes the determination that skilled nursing care is required at a level that can't be provided in the home. Either Homemaker Services or Home Health Aide Services or both may be covered on a 24-hour continuous basis during Periods of Crisis but the care provided during these periods must be predominantly nursing care.
12. Respite Care Services are limited to an occasional basis and to no more than five consecutive days at a time.

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

#### **DEFINITIONS**

**Bereavement Services** – Services available to the immediate surviving family members for a period of at least 1 year after the death of the Member. These Services shall include an assessment of the needs of the bereaved family and the development of a care plan that meets these needs, both prior to, and following the death of the Member.

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

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

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

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

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

**Interdisciplinary Team** – the Hospice care team that includes, but is not limited to, the Member and the Member's family, a Physician and surgeon, a registered nurse, a social worker, a volunteer, and a spiritual caregiver.

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

**Period Of Care** – the time when the Personal Physician recertifies that the Member still needs and remains eligible

for hospice care even if the Member lives longer than 1 year. A Period of Care starts the day the Member begins to receive Hospice care and ends when the 90 or 60 day period has ended.

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

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

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

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

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

**Terminal Disease or Terminal Illness** – a medical condition resulting in a prognosis of life of 1 year or less, if the disease follows its natural course.

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

## HOSPITAL BENEFITS (FACILITY SERVICES)

**(This Benefit is provided only under Shield Signature Level I.)**

(Other than bariatric surgery Services which are described under the Bariatric Surgery Benefits section.)

The following Hospital Services customarily furnished by a Hospital will be covered when Medically Necessary and authorized.

1. Inpatient Hospital Services include:
  - a. Semi-private room and board, unless a private room is Medically Necessary.
  - b. General nursing care, and special duty nursing when Medically Necessary.
  - c. Meals and special diets when Medically Necessary.
  - d. Intensive care Services and units.
  - e. Operating room, special treatment rooms, delivery room, newborn nursery and related facilities.
  - f. Hospital ancillary Services including diagnostic laboratory, X-ray Services and therapy Services.
  - g. Drugs, medications, biologicals and oxygen administered in the Hospital, and up to 3 days’ supply of drugs supplied upon discharge for the purpose of transition from the Hospital to home.
  - h. Surgical and anesthetic supplies, dressings, and cast materials, surgically implanted devices and prostheses, other medical supplies and medical appliances and equipment administered in the Hospital.
  - i. Administration of blood and blood plasma including the cost of blood, blood plasma, and in-Hospital blood processing.
  - j. Radiation therapy, chemotherapy, and renal dialysis.
  - k. Subacute Care.
  - l. Inpatient Services including general anesthesia and associated facility charges in connection with dental procedures when hospitalization is required because of an underlying medical condition or clinical status and the Member is under the age of seven or developmentally disabled regardless of age or when the Member’s health is compromised and for whom general anesthesia is Medically Necessary regardless of age. Excludes dental procedures and services of a dentist or oral surgeon.
  - m. Medically Necessary Inpatient detoxification Services required to treat potentially life-threatening symptoms of acute toxicity or acute withdrawal are covered when a covered Member is admitted through the emergency room or when Medically Necessary Inpatient detoxification is prior authorized.

- n. Medically Necessary Inpatient skilled nursing Services, including Subacute Care. Note: these Services are limited to the day maximum as shown in the Summary of Benefits during any Calendar Year except when received through a Hospice Program provided by a Participating Hospice Agency. This maximum is a combined Benefit maximum for all skilled nursing Services whether in a Hospital or a Skilled Nursing Facility for Services received under all Levels combined.
- o. Rehabilitation when furnished by the Hospital and authorized.
- p. Medically Necessary Services in connection with Reconstructive Surgery is covered when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in appearance. In accordance with the Women's Health and Cancer Rights Act, surgically implanted and other prosthetic devices (including prosthetic bras) and Reconstructive Surgery is covered on either breast to restore and achieve symmetry incident to a mastectomy, and treatment of physical complications of a mastectomy, including lymphedemas. Surgery must be authorized as described herein. Benefits will be provided in accordance with guidelines established by Blue Shield and developed in conjunction with plastic and reconstructive surgeons.

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

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

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

Note: See Inpatient Hospital Benefits in this booklet's Benefits section provided under the "Hospice Program Services" Benefit.

## 2. Outpatient Hospital Services.

- a. Services and supplies for treatment (including dialysis, radiation and chemotherapy) or surgery in an Outpatient Hospital setting.

\*Note: There is a visit maximum shown in the Summary of Benefits per person Calendar Year maximum for all Physical Therapy Covered Services performed on an Outpatient basis (except for Physical Therapy provided under Home Health Care Benefits) under all Levels combined.

- b. Services for general anesthesia and associated facility charges in connection with dental procedures when performed in a Hospital Outpatient setting because of an underlying medical condition or clinical status and the Member is under the age of seven or developmentally disabled regardless of age or when the Member's health is compromised and for whom general anesthesia is Medically Necessary regardless of age. Excludes dental procedures and services of a dentist or oral surgeon.
- c. Medically Necessary Services in connection with Reconstructive Surgery is covered when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in appearance. In accordance with the Women's Health and Cancer Rights Act, surgically implanted and other prosthetic devices (including prosthetic bras) and Reconstructive Surgery is covered on either breast to restore and achieve symmetry incident to a mastectomy, and treatment of physical complications of a mastectomy, including lymphedemas. Surgery must be authorized as described herein. Benefits will be provided in accordance with guidelines established by Blue Shield and developed in conjunction with plastic and reconstructive surgeons.

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

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

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

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

Hospital, Ambulatory Surgery Center, and professional Services provided for conditions of the teeth, gums, or jaw joints and jaw bones, including adjacent tissues, are a Benefit only to the extent that these Services are:

1. Provided for the treatment of tumors of the gums;
2. The treatment of damage to natural teeth caused solely by an accidental injury is limited to Medically Necessary Services until the Services result in initial, palliative stabilization of the Member as determined by Blue Shield;

Note: Dental services provided after initial medical stabilization, prosthodontics, orthodontia and cosmetic services are not covered. This Benefit does not include damage to the natural teeth that is not accidental, e.g., resulting from chewing or biting.

3. Medically Necessary non-surgical treatment (e.g., splint and physical therapy) of Temporomandibular Joint Syndrome (TMJ);

\*Note: There is a visit maximum as shown in the Summary of Benefits per person Calendar Year maximum for all Physical Therapy Covered Services performed on an Outpatient basis.

4. Surgical and arthroscopic treatment of TMJ if prior history shows conservative medical treatment has failed;
5. Medically Necessary treatment of maxilla and mandible (Jaw Joints and Jaw Bones);
6. Orthognathic surgery (surgery to reposition the upper and/or lower jaw) which is Medically Necessary to correct skeletal deformity; or
7. Dental and orthodontic services that are an integral part of Reconstructive Surgery for cleft palate repair.

This Benefit does not include:

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

5. Alveolar ridge surgery of the jaws if performed primarily to treat diseases related to the teeth, gums or periodontal structures or to support natural or prosthetic teeth;
6. Fluoride treatments except when used with radiation therapy to the oral cavity.

See Shield Signature Level I Principal Limitations, Exceptions, Exclusions and Reductions section for additional services that are not covered.

## **SHIELD SIGNATURE LEVEL I (HMO) BENEFITS MENTAL HEALTH BENEFITS**

All Non-Emergency Mental Health Services must be arranged through the MHSA. Also, all Inpatient Mental Health Services, except for Emergency or Urgent Services, must be prior authorized by the MHSA. For prior authorization for Mental Health Services, Members should contact the MHSA at 1-877-263-9952.

All Non-Emergency Mental Health Services must be obtained from MHSA Participating Providers. (See the Obtaining Medical Care section, the Mental Health Services paragraphs for more information.)

Benefits are provided for the following Medically Necessary covered Mental Health Conditions, subject to applicable Copayments and charges in excess of any Benefit maximums. Coverage for these Services is subject to all terms, conditions, limitations and exclusions of the Contract, to any conditions or limitations set forth in the benefit description below, and to the Shield Signature Level I Exclusions and Limitations set forth in this booklet.

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

### **1. Inpatient Services**

Benefits are provided for Inpatient Hospital and professional Services in connection with hospitalization for the treatment of Mental Health Conditions. All Non-Emergency Mental Health Services must be prior authorized by the MHSA and obtained from MHSA Participating Providers. Residential care is not covered.

Note: See Hospital Benefits (Facility Services) information on Medically Necessary Inpatient detoxification.

### **2. Outpatient Services**

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

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

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

### 4. Psychological testing

Psychological testing is a covered Benefit when the Member is referred by an MHSA Provider, the procedure is prior authorized by the MHSA and when provided to diagnose a Mental Health Condition.

### 5. Psychosocial Support through LifeReferrals 24/7

See the Shield Signature Level I Mental Health paragraphs under the Obtaining Medical Care section for information on psychosocial support services.

### 6. Behavioral Health Treatment

Behavioral Health Treatment is covered when prescribed by a Physician or licensed psychologist who is a Participating Provider and the treatment is provided under a treatment plan prescribed by an MHSA Participating Provider. Behavioral Health Treatment must be prior authorized by the MHSA and obtained from MHSA Participating Providers. Behavioral Health Treatment used for the purposes of providing respite, day care, or educational services, or to reimburse a parent for participation in the treatment is not covered.

### 7. Transcranial Magnetic Stimulation

Benefits are provided for Transcranial Magnetic Stimulation, a non-invasive method of delivering electrical stimulation to the brain for the treatment of severe depression.

## ORTHOTICS BENEFITS

**(This Benefit is Provided Only under Shield Signature Level I.)**

Medically Necessary orthoses for Activities of Daily Living are covered, including the following:

1. Special footwear required for foot disfigurement which includes, but is not limited to, foot disfigurement from cerebral palsy, arthritis, polio, spina bifida, or by accident or developmental disability;
2. Medically Necessary functional foot orthoses that are custom made rigid inserts for shoes, ordered by a physician or podiatrist, and used to treat mechanical problems of the foot, ankle or leg by preventing abnormal motion and positioning when improvement has not occurred with a trial of strapping or an over-the-counter stabilizing device;
3. Medically Necessary knee braces for post-operative rehabilitation following ligament surgery, instability due to injury, and to reduce pain and instability for patients with osteoarthritis.

Benefits for Medically Necessary orthoses are provided at the most cost effective level of care that is consistent with professionally recognized standards of practice. If there are two or more professionally recognized appliances equally appropriate for a condition, Shield Signature will provide Benefits based on the most cost effective appliance. Routine maintenance is not covered. No benefits are provided for backup or alternate items.

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

Note: See Diabetes Care Benefits in the Shield Signature Level I Benefits section for devices, equipment, and supplies for the management and treatment of diabetes.

## OUTPATIENT X-RAY, PATHOLOGY AND LABORATORY BENEFITS

1. Laboratory, X-ray, Major Diagnostic Services. All Outpatient diagnostic X-ray and clinical laboratory tests and Services, including diagnostic imaging, electrocardiograms, and diagnostic clinical isotope Services.
2. Genetic Testing and Diagnostic Procedures. Genetic testing for certain conditions when the Member has risk factors such as family history or specific symptoms. The testing must be expected to lead to increased or altered monitoring for early detection of disease, a treatment plan or other therapeutic intervention and determined to be Medically Necessary and appropriate in accordance with Blue Shield of California medical policy.

Note: See Shield Signature Level I Pregnancy and Maternity Care Benefits in this booklet's Benefits section for genetic testing for prenatal diagnosis of genetic disorders of the fetus.

## PKU RELATED FORMULAS AND SPECIAL FOOD PRODUCTS BENEFITS

**(This Benefit is Provided Only under Shield Signature Level I.)**

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

## **PREGNANCY AND MATERNITY CARE BENEFITS**

**(This Benefit is Provided Only under Shield Signature Level I.)**

The following pregnancy and maternity care is covered subject to the exclusion listed in the Principal Limitations, Exceptions, Exclusions and Reductions section:

1. Prenatal and postnatal Physician office visits and delivery, including prenatal diagnosis of genetic disorders of the fetus by means of diagnostic procedures in cases of high-risk pregnancy.

Note: See Outpatient X-ray, Pathology and Laboratory Benefits in this booklet's Benefits section for information on coverage of other genetic testing and diagnostic procedures.

2. Inpatient Hospital Services. Hospital Services for the purposes of a normal delivery, routine newborn circumcision,\* cesarean section, complications, or medical conditions arising from pregnancy or resulting childbirth.
3. Outpatient routine newborn circumcision.\*

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

Note: The Newborns' and Mothers' Health Protection Act requires group health plans to provide a minimum Hospital stay for the mother and newborn child of 48 hours after a normal, vaginal delivery and 96 hours after a C-section unless the attending Physician, in consultation with the mother, determines a shorter Hospital length of stay is adequate.

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

## **PREVENTIVE HEALTH BENEFITS**

Preventive Health Services, as defined, are covered.

## **PROFESSIONAL (PHYSICIAN) BENEFITS**

(Other than Bariatric Surgery Benefits and Mental Health Benefits which are described elsewhere in this booklet's Benefits section.)

1. Physician Office Visits. Office visits for examination, diagnosis, and treatment of a medical condition, disease or injury, including specialist office visits, second opinion or other consultations, office surgery, Outpatient chemotherapy and radiation therapy, diabetic counsel-

ing, audiometry examinations, when performed by a Physician or by an audiologist at the request of a Physician, and OB/GYN Services from an obstetrician/gynecologist or family practice Physician who is within the same Medical Group/IPA as the Personal Physician. Benefits are also provided for asthma self-management training and education to enable a Member to properly use asthma-related medication and equipment such as inhalers, spacers, nebulizers and peak flow monitors.

2. Medically Necessary home visits by the Member's Physician. **(This Benefit is Provided Only under Shield Signature Level I.)**
3. Inpatient Medical and Surgical Physician Services. Physicians' Services in a Hospital or Skilled Nursing Facility for examination, diagnosis, treatment, and consultation including the Services of a surgeon, assistant surgeon, anesthesiologist, pathologist and radiologist. Inpatient professional Services are covered only when Hospital and Skilled Nursing Facility Services are also covered. **(This Benefit is Provided Only under Shield Signature Level I.)**
4. Injectable medications approved by the Food and Drug Administration (FDA) are covered for the Medically Necessary treatment of medical conditions when prescribed or authorized by the Personal Physician or as described herein. Insulin and Home Self-Administered Injectables will be covered if the County provides supplemental benefits for prescription drugs through the supplemental Benefit for Outpatient Prescription Drugs.
5. Medically Necessary Services in connection with Reconstructive Surgery is covered when there is no other more appropriate covered surgical procedure, and with regards to appearance, when Reconstructive Surgery offers more than a minimal improvement in appearance. In accordance with the Women's Health and Cancer Rights Act, Reconstructive Surgery, and surgically implanted and non-surgically implanted prosthetic devices (including prosthetic bras) are covered on either breast to restore and achieve symmetry incident to a mastectomy, and treatment of physical complications of a mastectomy, including lymphedemas. Surgery must be authorized as described herein. Benefits will be provided in accordance with guidelines established by Blue Shield and developed in conjunction with plastic and reconstructive surgeons. **(This Benefit is Provided Only under Shield Signature Level I.)**

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

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

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

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

## **PROSTHETIC APPLIANCES BENEFITS**

**(This Benefit is Provided Only under Shield Signature Level I.)**

Medically Necessary Prostheses for Activities of Daily Living are covered. Benefits are provided at the most cost-effective level of care that is consistent with professionally recognized standards of practice. If there are 2 or more professionally recognized items equally appropriate for a condition, Benefits will be based on the most cost-effective item.

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

1. Surgically implanted prostheses including, but not limited to, Blom-Singer and artificial larynx Prostheses for speech following a laryngectomy;
2. Artificial limbs and eyes;
3. Supplies necessary for the operation of Prostheses;
4. Initial fitting and replacement after the expected life of the item;
5. Repairs, even if due to damage.

Routine maintenance is not covered. Benefits do not include wigs for any reason or any type of speech or language assistance devices except as specifically provided above. See the Principal Limitations, Exceptions, Exclusions and Reductions section for a listing of excluded speech and language assistance devices. No benefits are provided for backup or alternate items.

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

Note: For surgically implanted and other prosthetic devices (including prosthetic bras) provided to restore and achieve symmetry incident to a mastectomy, see Shield Signature Level I Ambulatory Surgery Center Benefits, Hospital Benefits (Facility Services), or Professional (Physician) Benefits in this booklet's Benefits section. Surgically implanted prosthe-

ses including, but not limited to, Blom-Singer and artificial larynx Prostheses for speech following a laryngectomy are covered as a surgical professional Benefit.

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

Rehabilitation Services include Physical Therapy, Occupational Therapy, and/or Respiratory Therapy pursuant to a written treatment plan, and when rendered in the Provider's office or Outpatient department of a Hospital. Benefits for Speech Therapy are described in Speech Therapy Benefits in this booklet's Benefits section. Medically Necessary Services will be authorized for an initial treatment period and any additional subsequent Medically Necessary treatment periods if after conducting a review of the initial and each additional subsequent period of care, it is determined that continued treatment is Medically Necessary.

Note: See Shield Signature Level I Home Health Care Benefits in this booklet's Benefits section for information on coverage for Rehabilitation Services rendered in the home, including visit limits.

## **SKILLED NURSING FACILITY BENEFITS**

**(Benefit is Provided Only under Shield Signature Level I)**

Subject to all of the Inpatient Hospital Services provisions, Medically Necessary skilled nursing Services, including Subacute Care, will be covered when provided in a Skilled Nursing Facility and authorized. Note: For information concerning Hospice Program Benefits see Shield Signature Level I Hospice Program Benefits in this booklet's Benefits section.

## **SPEECH THERAPY BENEFITS**

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

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

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

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

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

Note: See Shield Signature Level I Home Health Care Benefits in this booklet's Benefits section for information on coverage for Speech Therapy Benefits rendered in the home, including visit limits. See Shield Signature Level I Hospital Benefits (Facility Services) for information on Inpatient Benefits and Hospice Program Benefits in this booklet's Benefits section.

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

**(This Benefit is Provided Only under Shield Signature Level I.)**

Hospital and professional Services provided in connection with human organ transplants are a Benefit to the extent that they are:

1. Provided in connection with the transplant of a cornea, kidney, or skin, when the recipient of such transplant is a Member.
2. Services incident to obtaining the human organ transplant material from a living donor or an organ transplant bank.

## **TRANSPLANT BENEFITS - SPECIAL**

**(This Benefit is Provided Only under Shield Signature Level I.)**

Blue Shield will provide Benefits for certain procedures, listed below, only if (1) performed at a Special Transplant Facility contracting with Blue Shield of California to provide the procedure, or in the case of Persons accessing this Benefit outside of California, the procedure is performed at a transplant facility designated by Blue Shield, (2) prior authorization is obtained, in writing, from Blue Shield's Medical Director, and (3) the recipient of the transplant is a Subscriber or Dependent. The following conditions are applicable:

1. Blue Shield reserves the right to review all requests for prior authorization for these special transplant Benefits, and to make a decision regarding Benefits based on (a) the medical circumstances of each patient, and (b) consistency between the treatment proposed and Blue Shield medical policy. Failure to obtain prior written authorization as described above and/or failure to have the procedure performed at a contracting Special Transplant Facility will result in denial of claims for this Benefit.
2. The following procedures are eligible for coverage under this provision:
  - a. Human heart transplants;

- b. Human lung transplants;
  - c. Human heart and lung transplants in combination;
  - d. Human liver transplants;
  - e. Human kidney and pancreas transplants in combination;
  - f. 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;
  - g. Pediatric human small bowel transplants;
  - h. Pediatric and adult human small bowel and liver transplants in combination.
3. Services incident to obtaining the transplant material from a living donor or an organ transplant bank will be covered.

## **URGENT SERVICES BENEFITS**

To receive urgent care within your Personal Physician Service Area, call your Personal Physician's office or follow instructions given by your assigned Medical Group/IPA in accordance with the Obtaining Medical Care section. When outside the Personal Physician Service Area, Members may receive care for Urgent Services as follows:

### **Inside California**

For Urgent Services within California but outside the Member's Personal Physician Service Area, if possible, the Member should contact Blue Shield Member Services at the number provided on the back page of this booklet in accordance with the Obtaining Medical Care section. Member Services will assist Members in receiving Urgent Services through a Blue Shield of California Participating Provider. Members may also locate a Participating Provider by visiting Blue Shield's internet site at <http://www.blueshieldca.com>. You are not required to use a Blue Shield of California Plan Provider to receive Urgent Services; you may use any provider. However, the services will be reviewed retrospectively by Blue Shield to determine whether the services were Urgent Services. Note: Authorization by Blue Shield is required for care that involves a surgical or other procedure or inpatient stay.

### **Outside California or the United States**

When temporarily traveling outside California, Members should call the 24-hour toll-free number 1-800-810-BLUE (2583) to obtain information about the nearest BlueCard Program participating provider. If Urgent Services are not available through a BlueCard Program participating provider, and you received Services from a non-Blue Shield provider, you must submit a claim to Blue Shield for payment. The services will be reviewed retrospectively by Blue Shield to determine whether the services were Urgent Services. See Claims for

Emergency and Out-of-Area Urgent Services in the Obtaining Medical Care section for additional information. Note: Authorization by Blue Shield is required for care that involves a surgical or other procedure or inpatient stay.

For Shield Signature Level I services, up to two Medically Necessary Out-of-Area Follow-up Care outpatient visits are covered. When a BlueCard Program participating provider is available, you should obtain out of area Urgent or follow-up Services from a participating provider whenever possible, but you may also receive care from a non-BlueCard participating provider. (See preceding paragraph for what to do if a participating provider is not available.) Authorization by Blue Shield is required for more than two follow-up outpatient visits. To receive Shield Signature Level I services, Blue Shield may direct the member to receive the additional follow-up care from the Personal Physician.

Benefits will also be provided for Covered Services received from any provider outside of the United States, Puerto Rico and U.S. Virgin Islands for emergency care of an illness or injury. If you need urgent care while out of the country, contact the BlueCard Worldwide Service Center through the toll-

free *BlueCard Access* number at 1-800-810-2583 or call collect at 1-804-673-1177, 24 hours a day, seven days a week. For inpatient hospital care, contact the BlueCard Worldwide Service Center to arrange cashless access. If cashless access is arranged, you are responsible for the usual out-of-pocket expenses (non-covered charges, deductibles, and copayments). If cashless access is not arranged, you will have to pay the entire bill for your medical care and submit a claim. When you receive services from a physician, you will have to pay the doctor and then submit a claim. A claim must be submitted as described in *Claims for Emergency and Out-of-Area Urgent Services* in the How to Use Your Health Plan section. See *BlueCard Program* in the How to Use Your Health Plan section for additional information.

Members before traveling abroad may call their local Member Services office for the most current listing of providers or they can go online at [www.bcbs.com](http://www.bcbs.com) and select “Find a Doctor or Hospital” and “BlueCard Worldwide”. However, a Member is not required to receive Urgent Services outside of the United States, Puerto Rico and U.S. Virgin Islands from a listed provider.

## **SHIELD SIGNATURE LEVEL II – PPO BENEFITS**

Benefits under Shield Signature Level II provides coverage for selected Outpatient benefits through our PPO network which are detailed in this booklet's Summary of Benefits in the front section of this booklet. Referral or authorization by your Personal Physician is not required and there are no deductibles or copayment maximums. Covered Services do not require prior authorization requirements of the Benefits Management Program. However, you will not be required to pay any difference between the Participating Provider's actual charges and Blue Shield's Allowable Amount, except as set forth in the section on Reductions – Third Party Liability.

Note: Coverage under Shield Signature Level II is only for selected Outpatient Services. All Inpatient care including Hospitalization, Skilled Nursing Care and services which cannot be provided in a medical office are not covered. Such services must be obtained through your HMO Medical Group/IPA and Personal Physician except for Covered Emergency and Urgent Care as described in this booklet.

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

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

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

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

### **SHIELD SIGNATURE LEVEL II: USE OF BLUE SHIELD PPO NETWORK PARTICIPATING PROVIDERS**

Under Shield Signature Level II, you may choose to receive specified Outpatient covered medical Services as listed in this booklet Summary of Benefits, including second medical opinions, from any Blue Shield PPO Network Participating Provider without referral or authorization by your Personal Physician.

## **EMERGENCY SERVICES**

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

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

If you receive non-authorized Services in a situation that Blue Shield determines was not a situation in which a reasonable person would believe that an emergency condition existed, your Services will not be covered.

### **CLAIMS FOR EMERGENCY AND OUT-OF-AREA URGENT SERVICES**

#### **Emergency**

If Emergency Services were received and expenses were incurred by the Member for services other than medical transportation, the Member must submit a complete claim with the emergency service record for payment to Blue Shield, within 1 year after the first provision of Emergency Services for which payment is requested. If the claim is not submitted within this period, Blue Shield will not pay for those emergency services, unless the claim was submitted as soon as reasonably possible as determined by Blue Shield.

Blue Shield will review the claim retrospectively for coverage. If Blue Shield determines that the services received were for a medical condition for which a reasonable person would not reasonably believe that an emergency condition existed and would not otherwise have been prospectively authorized, the services will not be covered. Blue Shield will notify the Member of that determination. Blue Shield will notify the Member of its determination within 30 days from receipt of the claim.

### **NO MEMBER MAXIMUM LIFETIME BENEFITS**

There is no maximum lifetime limit on the aggregate payments by the plan for Shield Signature Level II covered Services provided under the plan.

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

There is no annual dollar limits on Essential Benefits under Shield Signature Level II

## **LIMITATION OF LIABILITY**

### **(FOR SHIELD SIGNATURE LEVEL II BENEFITS)**

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

Benefits will also be provided for covered Services received outside of the United States through the BlueCard Worldwide Network. If you need urgent care while out of the country, call either the toll-free BlueCard Access number at 1-800-810-2583 or call collect at 1-804-673-1177, 24 hours a day, seven days a week. In an emergency, go directly to the nearest hospital. If your coverage requires precertification or prior authorization, you should call Blue Shield of California at the Member Services telephone number indicated on the back of the member's identification card. For inpatient hospital care at participating hospitals, show your I.D. card to the hospital staff upon arrival. You are responsible for the usual out-of-pocket expenses (non-covered charges, and copayments).

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

Before traveling abroad, call your local Member Services office for the most current listing of participating Hospitals world-wide or you can go on-line at [www.bcbs.com](http://www.bcbs.com) and select the "Find a Doctor or Hospital" tab.

## **REIMBURSEMENT UNDER SHIELD SIGNATURE LEVEL II**

### **PAYMENT OF PROVIDERS — SHIELD SIGNATURE LEVEL II**

Shield Signature Level II Services are those covered Outpatient Services received from Blue Shield Participating Providers. Please see the Payment section, under Shield Signature Level II, for payment parameters.

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

## **SHIELD SIGNATURE LEVEL II (PPO NETWORK) BENEFITS**

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

Benefits are provided for office visits for the purpose of allergy testing and treatment, including injectables and serum.

### **AMBULANCE BENEFITS**

Blue Shield will pay for Emergency Ambulance Services for transportation to the nearest Hospital which can provide such emergency care only if a reasonable person would have believed that the medical condition was an emergency medical condition which required ambulance Services.

### **DIABETES CARE BENEFITS**

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

Diabetes Outpatient self-management training, education and medical nutrition therapy that is Medically Necessary to enable a Member to properly use the diabetes-related devices and equipment and any additional treatment for these Services if directed or prescribed by a Participating Physician. These Benefits shall include, but not be limited to, instruction that will enable diabetic patients and their families to gain an understanding of the diabetic disease process, and the daily management of diabetic therapy, in order to thereby avoid frequent hospitalizations and complications.

### **EMERGENCY ROOM BENEFITS**

Emergency Services. Members who reasonably believe that they have an emergency medical or Mental Health condition which requires an emergency response are encouraged to appropriately use the "911" emergency response system where available. The Member should notify Blue Shield or the MHSA by phone within 24 hours of the commencement of the emergency Services, or as soon as it is medically possible for the Member to provide notice.

When all these requirements are met, the Services will be covered subject to the applicable Copayment. The services will be reviewed retrospectively by Blue Shield to determine whether the services were for a medical condition for which a reasonable person would have believed that they had an emergency medical condition. If Blue Shield determines they were not emergency services as described above, the Member will be notified of that determination. Emergency Services Copayment does not apply if a Member is admitted directly to the Hospital as an Inpatient from the emergency room.

## **EYE EXAMINATION BENEFIT**

Your Plan also provides coverage for a diagnostic eye examination Benefit described in this section.

Note: An annual self-referred eye examination will not be covered under your Blue Shield Preferred Plan if your Employer provides Benefits for vision care through the Blue Shield Vision Plan. Please refer to your Blue Shield Vision Plan for specific information about covered eye examinations.

The Plan provides payment for the following service:

One comprehensive eye examination in a consecutive 12-month period. A comprehensive examination represents a level of service in which a general evaluation of the complete visual system is made. The comprehensive service constitutes a single service entity but need not be performed at one session. The service includes history, general medical observation, external and ophthalmoscopic examination, gross visual fields, and basic sensorimotor examination. It often includes, as indicated: biomicroscopy, examination for cycloplegia or mydriasis, tonometry, and, usually, a determination of the refractive state unless known, or unless the condition of the media precludes this or it is otherwise contraindicated, as in presence of trauma or severe inflammation.

Note: Visits involving actual or suspected pathology or injury may be covered under the medical Benefits of your health Plan.

### **REIMBURSEMENT PROVISION**

Prior to service, you should consult your Benefit information for coverage details. You can locate a Participating Provider by calling the contracted Vision Plan Administrator (VPA) Customer Service at 1-877-601-9083, or online at <http://www.blueshieldca.com>. You should make an appointment with the Participating Provider identifying yourself as a Blue Shield Vision Member.

The Participating Provider will submit a claim for covered Services on-line or by claim form obtained by the provider from the contracted VPA.

Participating Providers will accept payment by the Plan for covered Services as payment in full, minus your Copayment as shown on the Summary of Benefits. Please determine whether your ophthalmologist or optometrist is a Participating Provider by calling the contracted VPA.

When Services are provided by a non-Participating Provider, you must submit a Vision Service Report Form (claim form C-4669-61) which can be obtained from the Blue Shield web site located at: <http://www.blueshieldca.com>. This form must be completed in full and submitted with all related receipts to:

Blue Shield  
Vision Plan Administrator  
P.O. Box 25208  
Santa Ana, California 92799-5208.

Information regarding Member non-Participating Provider Benefits can be found by consulting your Benefit information or by calling Blue Shield/VPA Customer Service at: 1-877-601-9083. Payments will be made through the contracted VPA by means of a Blue Shield check.

Payments for Services of a non-Participating Provider will be made directly to you. Any difference between the allowance and the provider's charge, minus your Copayment as shown on the Summary of Benefits, is your responsibility.

All claims for reimbursements must be submitted to the contracted VPA within 1 year after the month of service.

This Benefit is administered by the contracted VPA for Blue Shield of California. If you have questions about this Benefit, call toll-free 1-877-601-9083 (or) 1-714-619-4660.

## **LIMITATIONS AND EXCLUSIONS**

This vision Benefit does not cover corrective lenses, frames for eye glasses, contact lenses or the fitting of contact lenses; eye exercises; any other routine eye refractions; subnormal vision aids; vision training; any eye examination required by the employer as a condition of employment; medical or surgical treatment of the eyes; Services performed by a close relative or by a person who ordinarily resides in your home; Services incident to any injury arising out of, or in the course of, any employment for salary, wage or profit if such injury or disease is covered by any workers' compensation law, or similar legislation. However, if Blue Shield provides payment for such Services, it shall be entitled to establish a lien for such other Benefits up to the amount paid by Blue Shield for treatment of the injury or disease; Services required by any government agency or program, federal, state or subdivision thereof; or Services for which no charge is made.

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

Professional Outpatient Services provided for conditions of the teeth, gums, or jaw joints and jaw bones, including adjacent tissues, are a Benefit only to the extent that these Services are:

1. Provided for the treatment of tumors of the gums if provided Outpatient in a Provider's office;
2. The treatment of damage to natural teeth caused solely by an accidental injury is limited to Medically Necessary Services if provided Outpatient in a Provider's office until the Services result in initial, palliative stabilization of the Member as determined by Blue Shield;  
  
Note: Dental services provided after initial medical stabilization, prosthodontics, orthodontia and cosmetic services are not covered. This benefit does not include damage to the natural teeth that is not accidental, e.g., resulting from chewing or biting.
3. Medically Necessary non-surgical Outpatient in a Provider's office treatment (e.g., splint and physical therapy) of Temporomandibular Joint Syndrome (TMJ);

4. Medically Necessary treatment of maxilla and mandible (Jaw Joints and Jaw Bones) if provided Outpatient in a Provider's office;

This Benefit does not include:

1. Services performed on the teeth, gums (other than for tumors and dental and orthodontic services that are an integral part of Reconstructive Surgery for cleft palate repair) and associated periodontal structures, routine care of teeth and gums, diagnostic services, preventive or periodontic services, dental orthoses and prostheses, including hospitalization incident thereto;
2. Orthodontia (dental services to correct irregularities or malocclusion of the teeth) for any reason (except for orthodontic services that are an integral part of Reconstructive Surgery for cleft palate repair), including treatment to alleviate TMJ;
3. Any procedure (e.g., vestibuloplasty) intended to prepare the mouth for dentures or for the more comfortable use of dentures;
4. Dental implants (endosteal, subperiosteal or transosteal);
5. Alveolar ridge surgery of the jaws if performed primarily to treat diseases related to the teeth, gums or periodontal structures or to support natural or prosthetic teeth;
6. Fluoride treatments except when used with radiation therapy to the oral cavity.

See the Shield Signature Level II Principal Limitations, Exceptions, Exclusions and Reductions section for additional services that are not covered.

## **SHIELD SIGNATURE LEVEL II MENTAL HEALTH BENEFITS**

Benefits are provided for MHSA Participating Provider Outpatient Professional Services provided in an office setting for Mental Health Conditions subject to applicable Copayments and charges in excess of any Benefit maximums.

### **Behavioral Health Treatment**

Outpatient office visits for Behavioral Health Treatment is covered when prescribed by a Physician or licensed psychologist who is MHSA Participating Provider and the treatment is Outpatient Professional Services provided in an office setting under a treatment plan prescribed by a Blue Shield or MHSA Participating Provider. Behavioral Health Treatment used for the purposes of providing respite, day care, or educational services, or to reimburse a parent for participation in the treatment is not covered.

Coverage for these Services is subject to all terms, conditions, limitations and exclusions of the Contract, to any conditions or limitations set forth in the benefit description below, and to the Shield Signature Exclusions and Limitations set forth in this booklet.

No benefits are provided for Substance Abuse Conditions, unless substance abuse coverage has been selected as an optional Benefit by your Employer, in which case an accompanying Supplement provides the Benefit description, limitations and Copayments.

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

Laboratory, X-ray, Major Diagnostic Services and clinical laboratory tests and Services if provided Outpatient in a Provider's office.

## **PREVENTIVE HEALTH BENEFITS**

Preventive health services, as defined, are covered.

## **PROFESSIONAL (PHYSICIAN) BENEFITS**

1. Physician Office Visits. Office visits for examination, diagnosis, and treatment of a medical condition, disease or injury, including specialist office visits, second opinion or other consultations.,
2. Outpatient chemotherapy and radiation therapy, diabetic counseling, audiometry examinations, when performed by a Physician or by an audiologist at the request of a Physician if provided Outpatient in a Provider's office.

Benefits are also provided for asthma self-management training and education to enable a Member to properly use asthma-related medication and equipment such as inhalers, spacers, nebulizers and peak flow monitors if provided Outpatient in a Provider's office.

3. Injectable medications approved by the Food and Drug Administration (FDA) provided in a Provider's Office are covered for the Medically Necessary treatment of medical conditions when prescribed or authorized by the Personal Physician or as described herein. Insulin will be covered if the County provides supplemental benefits for prescription drugs through the supplemental Benefit for Outpatient Prescription Drugs.

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

Rehabilitation Services include Physical Therapy, Occupational Therapy, and/or Respiratory Therapy are covered pursuant to a written treatment plan, and when rendered in the Provider's office.

Benefits for Outpatient Speech Therapy provided in a Provider's office as described in Shield Signature Level II Speech Therapy Benefits in this booklet's Benefits section.

## **SPEECH THERAPY BENEFITS**

Outpatient Benefits for Speech Therapy Services are covered when diagnosed and ordered by a Physician and provided in a Provider's office by an appropriately licensed speech thera-

pist, pursuant to a written treatment plan for an appropriate time to: (1) correct or improve the speech abnormality, or (2) evaluate the effectiveness of treatment, and when rendered in the Provider's office.

Services are provided for the correction of, or clinically significant improvement of, speech abnormalities that are the likely result of a diagnosed and identifiable medical condition, illness, or injury to the nervous system or to the vocal, swallowing, or auditory organs and to Members diagnosed with Mental Health Conditions if provided on an Outpatient Provider office.

Continued Outpatient Benefits will be provided for Medically Necessary Services as long as continued treatment is Medically Necessary, pursuant to the treatment plan, and likely to result in clinically significant progress as measured by objective and standardized tests. The Provider's treatment plan and records will be reviewed periodically.

When continued treatment is not Medically Necessary pursuant to the treatment plan, not likely to result in additional clinically significant improvement, or no longer requires skilled services of a licensed speech therapist, the Member will be notified of this determination and benefits will not be provided for services rendered after the date of written notification.

Except as specified above, no benefits are provided for Speech Therapy, speech correction, or speech pathology services.

## **URGENT CARE**

### **Outside California or the United States**

When temporarily traveling outside California, Members should call the 24-hour toll-free number 1-800-810-BLUE (2583) to obtain information about the nearest BlueCard Program participating provider. If Urgent Services are not available through a BlueCard Program participating provider, and

you received Services from a non-Blue Shield provider, you must submit a claim to Blue Shield for payment. The services will be reviewed retrospectively by Blue Shield to determine whether the services were Urgent Services. See Claims for Emergency and Out-of-Area Urgent Services in the Obtaining Medical Care section for additional information. Note: Authorization by Blue Shield is required for care that involves a surgical or other procedure or inpatient stay.

Benefits will also be provided for Covered Services received from any provider outside of the United States, Puerto Rico and U.S. Virgin Islands for emergency care of an illness or injury. If you need urgent care while out of the country, contact the BlueCard Worldwide Service Center through the toll-free *BlueCard Access* number at 1-800-810-2583 or call collect at 1-804-673-1177, 24 hours a day, seven days a week. For inpatient hospital care, contact the BlueCard Worldwide Service Center to arrange cashless access. If cashless access is arranged, you are responsible for the usual out-of-pocket expenses (non-covered charges, deductibles, and copayments). If cashless access is not arranged, you will have to pay the entire bill for your medical care and submit a claim. When you receive services from a physician, you will have to pay the doctor and then submit a claim. A claim must be submitted as described in *Claims for Emergency and Out-of-Area Urgent Services* in the How to Use Your Health Plan section. See *BlueCard Program* in the How to Use Your Health Plan section for additional information.

Members before traveling abroad may call their local Member Services office for the most current listing of providers or they can go online at [www.bcbs.com](http://www.bcbs.com) and select "Find a Doctor or Hospital" and "BlueCard Worldwide". However, a Member is not required to receive Urgent Services outside of the United States, Puerto Rico and U.S. Virgin Islands from a listed provider.

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

### **GENERAL EXCLUSIONS AND LIMITATIONS**

Unless exceptions to the following exclusions are specifically made elsewhere the Evidence of Coverage and Disclosure Form or the group health service contract, no benefits are provided for services or supplies which are:

1. experimental or investigational in nature, except for Services for Members who have been accepted into an approved clinical trial for cancer as provided under Shield Signature Level I Clinical Trial for Treatment of Cancer or Life-Threatening Conditions Benefits in the this booklet's Benefits section;
2. for or incident to services rendered in the home or hospitalization or confinement in a health facility primarily for custodial, maintenance, domiciliary care, or Residential Care, except as provided in Shield Signature Level I Hospice Program Benefits in this booklet's Benefits section, or rest;
3. for any services relating to the diagnosis or treatment of any mental or emotional illness or disorder that is not a Mental Health Condition;
4. for any services whatsoever relating to the diagnosis or treatment of any Substance abuse Condition, unless the County has purchased substance abuse coverage as an optional Benefit, in which case an accompanying Supplement provides the Benefit description, limitations and Copayments;
5. performed in a Hospital by Hospital officers, residents, interns and others in training;
6. for or incident to hospitalization or confinement in a pain management center to treat or cure chronic pain, except as may be provided through a Shield Signature Level I Participating Hospice Agency and except as Medically Necessary;
7. for Cosmetic Surgery or any resulting complications, except that Shield Signature Level I Medically Necessary Services to treat complications of cosmetic surgery (e.g., infections or hemorrhages) will be a Benefit, but only upon review and approval by a Physician-consultant of Blue Shield. Without limiting the foregoing, no benefits will be provided for the following surgeries or procedures:
  - Lower eyelid blepharoplasty;
  - Spider veins;
  - Services and procedures to smooth the skin (e.g., chemical face peels, laser resurfacing, and abrasive procedures);
  - Hair removal by electrolysis or other means;
  - Reimplantation of breast implants originally provided for cosmetic augmentation; and
  - Voice modification surgery.
8. incident to an organ transplant except as provided under Shield Signature Level I Transplant Benefits in this booklet's Benefits section;
9. for convenience items such as telephones, TVs, guest trays and personal hygiene items;
10. for any services related to assisted reproductive technology, including but not limited to the harvesting or stimulation of the human ovum, in vitro fertilization, G.I.F.T. (i.e., Gamete Intrafallopian Transfer) procedure, artificial insemination, including related medications, laboratory and radiology services, services or medications to treat low sperm count, or services incident to or resulting from procedures for a surrogate mother who is otherwise not eligible for Shield Signature Level I Covered Services for Pregnancy and Maternity Care.
11. for or incident to the treatment of Infertility or any form of assisted reproductive technology, including but not limited to the reversal of a vasectomy or tubal ligation, or any resulting complications, except for Shield Signature Level I Medically Necessary treatment of medical complications;
12. for or incident to speech therapy, speech correction, or speech pathology or speech abnor-

malities that are not likely the result of a diagnosed, identifiable medical condition, injury or illness except as specifically provided in Shield Signature Level I Home Health Care Benefits, Speech Therapy Benefits, and Shield Signature Level I Hospice Program Benefits in this booklet's Benefits section;

13. for routine foot care including callus, corn paring or excision and toenail trimming, (except as may be provided through a Participating Hospice Agency); treatment (other than surgery) of chronic conditions of the foot, including but not limited to weak or fallen arches, flat or pronated foot, pain or cramp of the foot, bunions, muscle trauma due to exertion or any type of massage procedure on the foot; for special footwear (e.g., non-custom made over-the-counter shoe inserts or arch supports), except as specifically provided under Shield Signature Level I Orthotics Benefits and Diabetes Care Benefits in this booklet's Benefits section;
14. for eye refractions (except as specifically provided under Eye Examination Benefit), surgery to correct refractive error (such as but not limited to radial keratotomy, refractive keratoplasty), lenses and frames for eyeglasses, and contact lenses except as specifically provided in Prosthetic Appliances Benefits, and video-assisted visual aids or video magnification equipment for any purpose;
15. for hearing aids, unless the County has purchased hearing aids coverage as an option Benefit, in which case an accompanying insert provides the Benefit description;
16. for dental care or services incident to the treatment, prevention, or relief of pain or dysfunction of the temporomandibular joint and/or muscles of mastication, except as specifically provided under Shield Signature Medical Treatment of the Teeth, Gums, Jaw Joints or Jaw Bones Benefits in this booklet's Benefits section;
17. for or incident to services and supplies for treatment of the teeth and gums (except for tumors and dental and orthodontic services that are an integral part of Reconstructive Surgery for cleft palate procedures) and associated periodontal structures, including but not limited to diagnostic, preventive, orthodontic and other services such as dental cleaning, tooth whitening, X-rays, topical fluoride treatment except when used with radiation therapy to the oral cavity, fillings and root canal treatment; treatment of periodontal disease or periodontal surgery for inflammatory conditions; tooth extraction; dental implants; braces, crowns, dental orthoses and prostheses; except as specifically provided under Shield Signature Level I Hospital Benefits (Facility Services) and Medical Treatment of the Teeth, Gums, Jaw Joints or Jaw Bones Benefits in this booklet's Benefits section;
18. for or incident to reading, vocational, educational, recreational, art, dance or music therapy; weight control or exercise programs, nutritional counseling except as specifically provided for under Shield Signature Diabetes Care Benefits. This exclusion shall not apply to Medically Necessary Services which Blue Shield is required by law to cover for Severe Mental Illnesses or Serious Emotional Disturbances of a Child;
19. for learning disabilities, or behavioral problems or social skills training/therapy. This exclusion shall not apply to Medically Necessary Services which Blue Shield is required by law to cover for Severe Mental Illnesses or Serious Emotional Disturbances of a Child;
20. for or incident to acupuncture except as specifically provided;
21. for spinal manipulation and adjustment except as specifically provided under Shield Signature Professional (Physician) Benefits in this booklet's Benefits section;
22. for or incident to any injury or disease arising out of, or in the course of, any employment for salary, wage, or profit if such injury or disease is covered by any workers' compensation law, occupational disease law, or similar legislation. However, if Blue Shield provides payment for such services it will be entitled to establish a lien upon such other benefits up to the reasonable cash value of Benefits provided

- by Blue Shield for the treatment of the injury or disease as reflected by the providers' usual billed charges;
23. in connection with private duty nursing, except as provided in Shield Signature Level I Hospital Benefits (Facility Services), Home Health Care Benefits, Home Infusion/Home Injectable Therapy Benefits, and Hospice Program Benefits in this booklet's Benefits section;
  24. for rehabilitation services except as specifically provided in Shield Signature Professional (Physician) Benefits; Medical Treatment of the Teeth, Gums, Jaw Joints or Jaw Bones Benefits, Level I Home Health Care Benefits, Rehabilitation (Physical, Occupational, and Respiratory Therapy) Benefits, and Speech Therapy Benefits in this booklet's Benefits section;
  25. for prescribed drugs and medicines for Outpatient care except as provided through a Shield Signature Level I Participating Hospice Agency when the Member is receiving Hospice Services and, unless the County provides supplemental benefits for prescription drugs through the supplemental benefit for Outpatient Prescription Drugs;
  26. for transportation services other than provided under Shield Signature Ambulance Benefits in this booklet's Benefits section;
  27. performed by a close relative or by a person who ordinarily resides in the Member's home;
  28. for orthopedic shoes, except as provided under Shield Signature Level I Diabetes Care Benefits in the Plan Benefits section, home testing devices, environmental control equipment, exercise equipment, generators self-help/educational devices, or for any type of communicator, voice enhancer, voice prosthesis electronic voice producing machine, or any other language assistance devices, except as provided under Shield Signature Level I Prosthetic Appliances Benefits in the Plan Benefits section, vitamins and comfort items;
  29. for physical exams required for licensure, employment, or insurance unless the examination corresponds to the schedule of routine physical examinations provided in Shield Signature Preventive Health Benefits in this booklet's Benefits section;
  30. for home testing devices and monitoring equipment except as specifically provided in Shield Signature Level I Durable Medical Equipment Benefits in this booklet's Benefits section;
  31. for or incident to sexual dysfunctions and sexual inadequacies, except as provided for treatment of organically based conditions;
  32. for non-prescription (over-the-counter) medical equipment or supplies such as oxygen saturation monitors, prophylactic knee braces, bath chairs, and breast pumps, that can be purchased without a licensed provider's prescription order, even if a licensed provider writes a prescription order for a non-prescription item, except as specifically provided under Shield Signature Level I Durable Medical Equipment, Home Health Care Benefits, Home Infusion/Home Injectable Therapy Benefits, Hospice Program Benefits, and Diabetes Care Benefits in this booklet's Benefits section
  33. for Reconstructive Surgery and procedures where there is another more appropriate covered surgical procedure, or when the surgery or procedure offers only a minimal improvement in the appearance of the enrollee, (e.g., spider veins). In addition, no benefits will be provided for the following surgeries or procedures unless for Shield Signature Level I Reconstructive Surgery:
    - Surgery to excise, enlarge, reduce, or change the appearance of any part of the body.
    - Surgery to reform or reshape skin or bone.
    - Surgery to excise or reduce skin or connective tissue that is loose, wrinkled, sagging, or excessive on any part of the body.
    - Hair transplantation.
    - Upper eyelid blepharoplasty without documented significant visual impairment or symptomatology.

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

34. for drugs and medicines which cannot be lawfully marketed without approval of the U.S. Food and Drug Administration (the FDA); however, drugs and medicines which have received FDA approval for marketing for one or more uses will not be denied on the basis that they are being prescribed for an off-label use if the conditions set forth in California Health & Safety Code, Section 1367.21 have been met;
35. for prescription or non-prescription food and nutritional supplements, except as provided under Shield Signature Level I PKU Related Formulas and Special Food Products Benefits and Home Infusion/Home Injectable Therapy Benefits in this booklet's Benefits section and except as provided through a hospice agency;
36. for genetic testing except as described in Shield Signature Level I Outpatient X-ray, Pathology and Laboratory Benefits, and Pregnancy and Maternity Care Benefits in this booklet's Benefits section;
37. for Bariatric Surgery services, except as specifically provided under Shield Signature Level I Bariatric Surgery Services in this booklet's Benefits section;
38. for services provided by an individual or entity that is not licensed, certified or otherwise authorized by the state to provide health care services, or is not operating within the scope of such license, certification, or state authorization, except as specifically stated herein;
39. for massage therapy performed by a massage therapist;
40. for which the Member is not legally obligated to pay, or for services for which no charge is made;
41. not specifically listed as a benefit.

**The following Limitations, Exceptions, Exclusions and Reductions apply only to Shield Signature Level II Coverage**

1. All services provided by a Non-Preferred or Participating Provider except for Covered Urgent Care and Emergency Care;
2. All hospitalization and skilled nursing services;
3. Inpatient and home visits physician services;
4. All services performed in an Ambulatory Surgery Center;
5. Bariatric Surgery;
6. Clinical Trials for Cancer benefits;
7. Diabetic Care devices, equipment and supplies;
8. Dialysis Center services;
9. Durable Medical Equipment;
10. Family Planning and Infertility services;
11. Home Health Services;
12. Home Infusion/Home Injectable Therapy Benefits;
13. Hospice care;
14. Laboratory, x-ray and diagnostic services performed outside of a Physicians and Specialist's office;
15. Maternity Care and Delivery Services;
16. Inpatient, Partial Hospitalization, Psychological Testing, Intensive Outpatient Care and Outpatient ECT Services, and Psychosocial Support through LifeReferrals 24/7 Mental Health services;
17. Internet Consultations;
18. Orthotics;
19. Outpatient Hospital Services including chemotherapy and renal dialysis;
20. PKU related formulas and Special Food Products;
21. Prosthetic Appliances;

22. Rehabilitation Services provided under Home Health Care, Hospital, Inpatient unit of a Hospital and a Skilled Nursing Facility
23. Speech Therapy Services provided under Home Health Care, Hospital, Inpatient unit of a Hospital and a Skilled Nursing Facility;
24. Transplant Benefits – Cornea, Kidney or Skin
25. Transplants – Special;
26. MBL, MUGA, PET and SPECT diagnostic Services.

See the Grievance Process section for information on filing a grievance, your right to seek assistance from the Department of Managed Health Care, and your rights to independent medical review.

### **INTER-PLAN PROGRAMS**

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

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

### **BlueCard Program**

Under the BlueCard® Program, when you obtain Covered Services within the geographic area served by a Host Plan, Blue Shield will remain responsible for fulfilling our contractual obligations. However the Host Blue is responsible for contracting with and generally handling all interactions with its participating healthcare providers.

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

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

1. The billed covered charges for your covered services; or
2. The negotiated price that the Host Plan makes available to Blue Shield.

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

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

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

Claims for Covered Emergency Services are paid based on the Allowable Amount as defined in this Evidence of Coverage.

### **UTILIZATION REVIEW PROCESS**

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

Blue Shield has completed documentation of this process (“Utilization Review”), as required under Section 1363.5 of the California Health and Safety Code.

To request a copy of the document describing this Utilization Review process, call the Member Services Department at the telephone number provided on your identification card.

## ELIGIBILITY

### Coverage is Non-transferable

No person other than a properly enrolled Member is entitled to receive Benefits under this plan and is non-transferable to any other person or entity.

1. To enroll and continue enrollment, a Member must meet all of the eligibility requirements of the County of San Bernardino:

If you are an Employee that meets County eligibility rules and reside or work in the Plan Service Area, you are eligible for coverage as a Subscriber the first day of the pay period following the pay period in which the Employee worked the required number of hours. Your spouse or Domestic Partner and all your Dependent children who live or work in Shield Signature Service Area are eligible at the same time.

When you do not enroll yourself or your Dependents during the initial enrollment period and later apply for coverage, you and your Dependents will be considered to be Late Enrollees. When Late Enrollees decline coverage during the initial enrollment period, they will be eligible the earlier of, 12 months from the date of application for coverage or at the County's next open enrollment period. Other than approved retroactive adjustments, Blue Shield will not consider applications for earlier effective dates.

You and your Dependents will not be considered to be Late Enrollees if either you or your Dependents lose coverage under another employer health plan and you apply for coverage under Shield Signature within 60 days of the date of loss of coverage. You will be required to furnish the County with written proof of the loss of coverage.

Newborn infants of the Subscriber, spouse or his or her Domestic Partner will be eligible immediately after birth for the first 60 days. A child placed for adoption will be eligible immediately upon the date the Subscriber, spouse or Domestic Partner has the right to control the child's health care. Enrollment requests for children who have been placed for adoption must be accompanied by evidence of the Subscriber's, spouse's or Domestic Partner's right to control the child's health care. Evidence of such control includes a health facility minor release report, a medical authorization form, or a relinquishment form. In order to have coverage continue beyond the first 60 days without lapse, an application must be submitted to and received by the County within 60 days from the date of birth or placement for adoption of such Dependent.

A child acquired by legal guardianship will be eligible on the date of the court ordered guardianship, if an application is submitted within 60 days of becoming eligible.

You may add newly acquired Dependents and yourself to Shield Signature by submitting an application within 60 days from the date of acquisition of the Dependent:

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

Coverage is never automatic; an application is always required.

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

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

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

2. If a Member commits any of the following acts, they will immediately lose eligibility to continue enrollment:
  - a. Abusive or disruptive behavior which:
    - (1) threatens the life or well-being of Shield Signature personnel, or providers of services;
    - (2) substantially impairs the ability of Blue Shield to arrange for services to the Member; or
    - (3) substantially impairs the ability of providers of Services to furnish Services to the Member or to other patients.

- b. Failure or refusal to provide Blue Shield access to documents and other information necessary to determine eligibility or to administer benefits under Shield Signature.

## **EFFECTIVE DATE OF COVERAGE**

Subject to the County's eligibility and enrollment rules coverage will become effective for Employees and Dependents who enroll during the initial enrollment period at 12:00 a.m. Pacific Time on the eligibility date established by the County

If, during the initial enrollment period, you have included your eligible Dependents on your application to Blue Shield, their coverage will be effective on the same date as yours. If application is made for Dependent coverage within 60 days after you become eligible, their effective date of coverage will be the same as yours.

If you or your Dependent is a Late Enrollee, your coverage will become effective the earlier of, 12 months from the date you made a written request for coverage or at the County's next open enrollment period. Other than approved retroactive adjustments, Blue Shield will not consider applications for earlier effective dates.

If you declined coverage for yourself and your Dependents during the initial enrollment period because you or your Dependents were covered under another employer health plan, and you or your Dependents subsequently lost coverage under that plan, you will not be considered a Late Enrollee. Coverage for you and your Dependents under Shield Signature will become effective on the date of loss of coverage, provided you enroll in Shield Signature within 60 days from the date of loss of coverage. You will be required to furnish Blue Shield written evidence of loss of coverage.

If you declined enrollment during the initial enrollment period and subsequently acquire Dependents as a result of marriage, establishment of domestic partnership, birth or placement for adoption, you may request enrollment for yourself and your Dependents within 60 days. The effective date of enrollment for both you and your Dependents will depend on the first day of the pay period following the pay period in which the qualifying event occurred.

Once each Calendar Year, the County may designate a time period as an annual Open Enrollment Period. During that time period, you and your Dependents may transfer from another health plan sponsored by the County to Shield Signature.

Any individual who becomes eligible at a time other than during the annual Open Enrollment Period (e.g., newborn, child placed for adoption, child acquired by legal guardianship, new spouse or Domestic Partner, newly hired or newly transferred Employees) must complete an enrollment form within 60 days of becoming eligible.

Coverage for a newborn child will become effective on the date of birth. Coverage for a child placed for adoption will become effective on the date the Subscriber, spouse or Domestic Partner has the right to control the child's health care,

following submission of evidence of such control (a health facility minor release report, a medical authorization form or a relinquishment form). In order to have coverage continue beyond the first 60 days without lapse, a written application must be submitted to and received by Blue Shield within 60 days. An application may also be submitted electronically, if available. A Dependent spouse becomes eligible on the date of marriage. A Domestic Partner becomes eligible on the date a domestic partnership is established as set forth in the Definitions section of this booklet. A child acquired by legal guardianship will be eligible on the date of the court ordered guardianship.

If a court has ordered that coverage for your spouse, Domestic Partner or Dependent child must be provided by your County sponsored group health coverage their coverage will become effective within 60 days of presentation of a court order by the district attorney, or upon presentation of a court order or request by a custodial party, as described in Section 3751.5 of the Family Code.

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

If the Member is receiving Inpatient care at a non-Shield Signature facility when coverage becomes effective, Shield Signature will provide Benefits only for as long as the Member's medical condition prevents transfer to a Shield Signature facility in the Member's Personal Physician Service Area, as approved by Blue Shield. Unauthorized continuing or follow-up care in a non-Shield Signature facility or by non-Participating Providers is not a covered service.

## **RENEWAL OF GROUP HEALTH SERVICE CONTRACT**

Blue Shield of California will offer to renew the Group Health Service Contract except in the following instances:

1. non-payment of Premiums (see Termination of Benefits and Cancellation Provisions);
2. fraud, misrepresentations or omissions;
3. failure to comply with Blue Shield's applicable eligibility, participation or contribution rules;
4. termination of plan type by Blue Shield;
5. association membership ceases.

All groups will renew subject to the above.

## **PREPAYMENT FEE**

The monthly Premiums for you and your Dependents are indicated in your employer's group contract. The initial Premiums are payable on the effective date of the group health service contract, and subsequent Premiums are payable on the same date (called the transmittal date) of each succeeding bi-weekly basis. Premiums are payable in full on each transmittal date and must be made for all Subscribers and Dependents.

All Premiums required for coverage for you and your Dependents will be handled through your employer and must be paid to Blue Shield of California. Payment of Premiums will continue the Benefits of this group health service contract up to the date immediately preceding the next transmittal date, but not thereafter.

The Premiums payable under Shield Signature may be changed from time to time, for example, to reflect new benefit levels. Your employer will receive notice from Blue Shield of any changes in Premiums at least 60 days prior to the change. Your employer will then notify you immediately.

The section does not apply to a Member who is enrolled under a contract where monthly Premiums automatically increase, without notice, the first day of the month following an age change that moves the Member into the next higher age category.

## **SHIELD SIGNATURE CHANGES**

Subject to notification and according to the terms of the Group Service Agreement, the Group has the right to amend, terminate or to replace this plan with another plan with different terms. This may include, but is not limited to, changes or termination of specific benefits, exclusions and eligibility provisions.

No agent or employee of Blue Shield is authorized to change the form or content of this Plan. Any changes made will only become effective through an endorsed amendment valid only when reduced to writing, reviewed and recommended by the County's Employee Benefits and Advisory Committee (EBAC), executed and attached to the original Agreement and approved by the person(s) authorized to do so on behalf of Blue Shield and the County.

No change in Shield Signature Benefits nor waiver of any of its provisions shall be valid without the approval of Blue Shield.

The benefits of Shield Signature, including but not limited to Covered Services, Copayment, and annual copayment maximum amounts, are subject to

change at any time. Blue Shield will provide at least 60 days' written notice of any such change.

Benefits for Services or supplies furnished on or after the effective date of any change in Shield Signature benefits will be provided based on the change. There is no vested right to obtain Benefits. Benefits for Services or supplies furnished on or after the effective date of any benefit modification shall be provided based on that modification.

## **MEDICAL NECESSITY EXCLUSION**

All Services must be Medically Necessary. The fact that a Physician or other provider may prescribe, order, recommend or approve a service or supply does not, in itself, make it Medically Necessary, even though it is not specifically listed as an exclusion or limitation. Blue Shield may limit or exclude Benefits for services which are not Medically Necessary.

The determination of whether services or supplies are excluded or limited by Shield Signature, are Medically Necessary, or are an emergency or urgent will be made by Blue Shield. The determination of Medical Necessity will be based upon Blue Shield's review consistent with generally accepted medical standards, and will be subject to grievance in accordance with the procedures outlined in the Grievance Process section.

## **LIMITATIONS FOR DUPLICATE COVERAGE**

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

1. Your Blue Shield group plan will provide benefits before Medicare in the following situations:
  - a. 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).
  - b. When 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).
  - c. When you are eligible for Medicare solely due to end-stage renal disease during the

first 30 months that you are eligible to receive benefits for end-stage renal disease from Medicare.

2. Your Blue Shield group plan will provide benefits after Medicare in the following situations:
  - a. 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).
  - b. When 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).
  - c. When you are eligible for Medicare solely due to end-stage renal disease after the first 30 months that you are eligible to receive benefits for end-stage renal disease from Medicare.
  - d. When you are retired and age 65 years or older.

When your Blue Shield group plan provides benefits after Medicare, the combined benefits from Medicare and your Blue Shield group plan may be lower but will not exceed the Medicare allowed amount. Your Blue Shield group plan copayments will be waived.

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

Medi-Cal always provides benefits last.

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

If you are a qualified veteran your Blue Shield group plan will pay the reasonable value or Blue Shield's Allowable Amount for covered services provided to you at a Veterans Administration facility for a condition that is not related to military service. If you are a qualified veteran who is not on active duty, your Blue Shield group plan will pay the reasonable value or Blue Shield's Allowable Amount for covered services provided to you at a Department of Defense facility, even if provided for conditions related to military service.

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

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

Contact the Member Services department at the telephone number shown at the end of this document if you have any questions about how Blue Shield coordinates your group plan benefits in the above situations.

### **EXCEPTION FOR OTHER COVERAGE**

An HMO Plan Provider or a Blue Shield Participating Provider may seek reimbursement from other third party payers for the balance of its reasonable charges for Services rendered under Shield Signature.

### **CLAIMS AND SERVICES REVIEW**

Blue Shield reserves the right to review all claims and services to determine if any exclusions or other limitations apply. Blue Shield may use the services of Physician consultants, peer review committees of professional societies or Hospitals and other consultants to evaluate claims.

Claims shall be paid within 30 days from the date of receipt in accordance with the provisions contained within this Evidence of coverage. Blue Shield will provide written notice to the regarding additional information needed to determine claim amounts and responsibility.

If a claim is unpaid at the time of a Member's death or if the Member is not legally capable of accepting it, payment will be made to the Member's estate or any relative or person who may legally accept on the Member's behalf

### **REDUCTIONS - THIRD PARTY LIABILITY**

If a Member is injured or becomes ill due to the act or omission of another person (a "third party"),

Blue Shield, the Member's designated Medical Group, or Independent Practice Association shall, with respect to Services required as a result of that injury, provide the Benefits of Shield Signature and have an equitable right to restitution, reimbursement or other available remedy to recover the amounts Blue Shield paid for Services provided to the Member from any recovery (defined below) obtained by or on behalf of the Member, from or on behalf of the third party responsible for the injury or illness or from uninsured/underinsured motorist coverage.

This right to restitution, reimbursement or other available remedy is against any recovery the Member receives as a result of the injury or illness, including any amount awarded to or received by way of court judgment, arbitration award, settlement or any other arrangement, from any third party or third party insurer, or from uninsured or underinsured motorist coverage, related to the illness or injury (the "Recovery"), without regard to whether the Member has been "made whole" by the Recovery. The right to restitution, reimbursement or other available remedy is with respect to that portion of the total Recovery that is due for the Benefits paid in connection with such injury or illness, calculated in accordance with California Civil Code Section 3040.

The Member is required to:

1. Notify Blue Shield, the Member's designated Medical Group or Independent Practice Association in writing of any actual or potential claim or legal action which such Member expects to bring or has brought against the third party arising from the alleged acts or omissions causing the injury or illness, not later than 30 days after submitting or filing a claim or legal action against the third party; and
2. Agree to fully cooperate and execute any forms or documents needed to enforce this right to restitution, reimbursement or other available remedies; and,
3. Agree in writing to reimburse Blue Shield for Benefits paid by Blue Shield from any Recovery when the Recovery is obtained from or on behalf of the third party or the insurer of the

third party, or from uninsured or underinsured motorist coverage; and,

4. Provide a lien calculated in accordance with California Civil Code Section 3040. The lien may be filed with the third party, the third party's agent or attorney, or the court, unless otherwise prohibited by law; and,
5. Periodically respond to information requests regarding the claim against the third party, and notify Blue Shield and the Member's designated Medical Group or Independent Practice Association, in writing, within ten (10) days after any Recovery has been obtained.

A Member's failure to comply with 1. through 5. above shall not in any way act as a waiver, release, or relinquishment of the rights of Blue Shield, the Member's designated Medical Group, or Independent Practice Association.

Further, if the Member receives services from a Shield Signature Hospital for such injuries or illness, the Hospital has the right to collect from the Member 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 the Member 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"), THE MEMBER IS ALSO REQUIRED TO DO THE FOLLOWING:

1. Ensure that any Recovery is kept separate from and not commingled with any other funds or the Member's general assets and agree in writing that the portion of any Recovery required to satisfy the lien or other right of Recovery of the plan is held in trust for the sole benefit of the plan until such time it is conveyed to Blue Shield; and,
2. Direct any legal counsel retained by the Member or any other person acting on behalf of the Member to hold that portion of the Recovery to which the plan is entitled in trust for

the sole benefit of the plan and to comply with and facilitate the reimbursement to the plan of the monies owed it.

## COORDINATION OF BENEFITS

Coordination of Benefits is designed to provide maximum coverage for medical and Hospital Services at the lowest cost by avoiding excessive payments.

When a person who is covered under this group Plan is also covered under another group plan, or selected group or blanket disability insurance contract, or any other contractual arrangement or any portion of any such arrangement whereby the members of a group are entitled to payment of or reimbursement for Hospital or medical expenses, such person will not be permitted to make a "profit" on a disability by collecting benefits in excess of actual value or cost during any Calendar Year.

Instead, payments will be coordinated between the plans in order to provide for "allowable expenses" (these are the expenses that are incurred for services and supplies covered under at least one of the plans involved) up to the maximum benefit value or amount payable by each plan separately.

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

*The following rules determine the order of benefit payments:*

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

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

1. In the case of a claim involving expenses for a Dependent child whose parents are separated or divorced, plans covering the child as a Dependent shall determine their respective benefits in the following order:

First, the plan of the parent with custody of the child; then, if that parent has remarried, the plan of the stepparent with custody of the child; and finally the plan(s) of the parent(s) without custody of the child.

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

If Shield Signature is the primary carrier with respect to a covered person, then Shield Signature will provide its Benefits without reduction because of benefits available from any other plan.

When Shield Signature is secondary in the order of payments, and Blue Shield is notified that there is a dispute as to which plan is primary, or that the primary plan has not paid within a reasonable period of time, Shield Signature will provide the Benefits that would be due as if it were the primary plan, provided that the covered person (1) assigns to Blue Shield the right to receive benefits from the other plan to the extent of the difference between the value of the Benefits which Blue Shield actually provides and the value of the Benefits that Blue Shield would have been obligated to provide as the secondary plan, (2) agrees to cooperate fully with Blue Shield in obtaining payment of benefits from the other plan and (3) allows Blue Shield to obtain confirmation from the other plan that the Benefits which are claimed have not previously been paid.

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

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

Blue Shield may release to or obtain from any organization or person any information which Blue Shield considers necessary for the purpose of determining the applicability of and implementing the terms of these provisions or any provisions of similar purpose of any other plan. Any person claiming

Benefits under Shield Signature shall furnish Blue Shield with such information as may be necessary to implement these provisions.

## **TERMINATION OF BENEFITS AND CANCELLATION PROVISIONS**

### **TERMINATION OF BENEFITS**

Subject to the County's eligibility and enrollment rules coverage for you or your Dependents terminates at 11:59 p.m. Pacific Time on the earliest of these dates: (1) the date the Group Health Service Contract is discontinued, (2) the last day of the pay period in which the Subscriber's employment terminates, unless a different date has been agreed to between Blue Shield and the County, (3) the date as indicated in the Notice Confirming Termination of Coverage that is sent to the County (see *Cancellation for Non-Payment of Dues - Notices*), or (4) on the last day of the pay period in which you or your Dependents become ineligible. A spouse or domestic partner also becomes ineligible following legal separation from the Subscriber, entry of a final decree of divorce, annulment, dissolution of a domestic partnership or dissolution of marriage from the Subscriber and coverage shall be terminated on the last day of the pay period in which the qualifying event occurred.

Except as specifically provided under the Extension of Benefits and Group Continuation Coverage provisions, there is no right to receive benefits for services provided following termination of the group contract.

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

If the County is subject to the California Family Rights Act of 1991 and/or the federal Family & Medical Leave Act of 1993, and the approved leave of absence is for family leave under the terms of such Act(s), your payment of Premiums will keep your coverage in force for such period of time as specified in such Act(s). The County is solely responsible for notifying you of the availability and duration of family leaves.

If a health statement, if applicable, and an application are not submitted for a newborn or a child placed for adoption within the 60 days following that Dependent's effective date of coverage, Benefits under Shield Signature will be terminated on the 60<sup>th</sup> day at 11:59 p.m. Pacific Time.

If the Subscriber no longer lives or works in Shield Signature Service Area, coverage will be terminated for him and all his Dependents. If a Dependent no longer lives or works in Shield Signature Service Area, then that Dependent's coverage will be terminated.

Additionally, Blue Shield may terminate coverage of a Member for cause immediately upon written notice for the following:

1. Material information that is false or misrepresented information provided on the enrollment application or given to the group or the Blue Shield; see the Cancellation/Rescission for Fraud or Intentional Misrepresentations of Material Fact provision;
2. Permitting a non-Member to use a Member identification card to obtain Services and Benefits;
3. Obtaining or attempting to obtain Services or Benefits under the Group Health Service Contract by means of false, materially misleading, or fraudulent information, acts or omissions;

Termination of coverage under the Shield Signature terminates coverage under Shield Signature Levels I and II.

### **REINSTATEMENT, CANCELLATION AND RESCISSION PROVISIONS**

If you had been making contributions toward coverage for you and your Dependents and voluntarily cancelled such coverage, you may apply for reinstatement. You or your Dependents must wait until the earlier of, 12 months from the date of application or at the County's next open enrollment period to be reinstated. Outside of approved retroactive adjustments, Blue Shield will not consider applications for earlier effective dates.

### **CANCELLATION WITHOUT CAUSE**

The group contract also may be cancelled by the County at any time provided written notice is given to Blue Shield to become effective upon receipt, or on a later date as may be specified on the notice.

### **CANCELLATION FOR NON-PAYMENT OF PREMIUMS- NOTICES**

Blue Shield may cancel this group contract for non-payment of Premiums.

If the County fails to pay the required Premiums when due, coverage will end 45 days after the date for which Premiums are due. The County will be liable for all Premiums accrued while Shield Signature continues in force including those accrued during the 45-day grace period and 30-day notice of intent period.

Blue Shield of California will mail the County a Notice Confirming Termination of Coverage. The County must provide you with a copy of the Notice Confirming Termination of Coverage.

In addition, Blue Shield of California will send you a HIPAA certificate which will state the date on which your coverage

terminated the reason for the termination, and the number of months of creditable coverage which you have. The certificate will also summarize your rights for continuing coverage on a guaranteed issue basis under HIPAA and on Blue Shield of California's conversion plan. For more information on conversion coverage and your rights to HIPAA coverage, please see the section on Availability of Blue Shield of California Individual Plans.

## **CANCELLATION/RESCISSION FOR FRAUD OR INTENTIONAL MISREPRESENTATIONS OF MATERIAL FACT**

Blue Shield may cancel or rescind the group Contract for fraud or intentional misrepresentation of material fact by the County or with respect to coverage of Employees or Dependents, for fraud or intentional misrepresentation of material fact by the Employee, Dependent, or their representative.

If you are hospitalized or undergoing treatment for an ongoing condition and the group Contract is cancelled for any reason, including non-payment of Premiums, no Benefits will be provided unless you obtain an Extension of Benefits.

Fraud or intentional misrepresentations of material fact on an application or a health statement (if a health statement is required by the County) may, at the discretion of Blue Shield, result in the cancellation or rescission of Shield Signature. Cancellations are effective on receipt or on such later date as specified in the cancellation notice. A rescission voids the Contract retroactively as if it was never effective; Blue Shield will provide written notice prior to any rescission.

In the event the Contract is rescinded or cancelled, either by Blue Shield or the County, it is the County's responsibility to notify you of the rescission or cancellation.

## **RIGHT OF CANCELLATION**

If you are making any contributions toward coverage for yourself or your Dependents, you may cancel such coverage to be effective at the end of any period for which Premiums have been paid. This is subject to the County's eligibility guidelines.

If the County does not meet the applicable eligibility, participation and contribution requirements of the group contract, Blue Shield of California will cancel Shield Signature after 30 days' written notice to the County. This would be subject to the Group contract.

Any Premiums paid Blue Shield for a period extending beyond the cancellation date will be refunded to the County. The County will be responsible to Blue Shield for unpaid Premiums prior to the date of cancellation.

Blue Shield will honor all claims for covered Services provided prior to the effective date of cancellation.

See the Cancellation/Rescission for Fraud or Intentional Misrepresentations of Material Fact provision for termination for fraud or intentional misrepresentations of material fact.

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

### **CONTINUATION OF GROUP COVERAGE**

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

Applicable to Members when the County 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). The County should be contacted for more information.

In accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA) as amended and the California Continuation Benefits Replacement Act (Cal-COBRA), a Member will be entitled to elect to continue group coverage under Shield Signature if the Member would lose coverage otherwise because of a Qualifying Event that occurs while the County is subject to the continuation of group coverage provisions of COBRA or Cal-COBRA.

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

Note: A Member will not be entitled to benefits under Cal-COBRA if at the time of the qualifying event such Member is entitled to benefits under Title XVIII of the Social Security Act ("Medicare") or is covered under another group health plan. Under COBRA, a Member is entitled to benefits if at the time of the qualifying event such Member is entitled to Medicare or has coverage under another group health plan. However, if Medicare entitlement or coverage under another group health plan arises after COBRA coverage begins, it will cease.

### **Qualifying Event**

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

1. With respect to the Subscriber:
  - a. the termination of employment (other than by reason of gross misconduct); or

- b. the reduction of hours of employment to less than the number of hours required for eligibility.
2. With respect to the Dependent spouse or Dependent Domestic Partner\* and Dependent children (children born to or placed for adoption with the Subscriber or Domestic Partner during a COBRA or Cal-COBRA continuation period may be added as Dependents, provided the County is properly notified of the birth or placement for adoption, and such children are enrolled within 30 days of the birth or placement for adoption):
    - \*Note: Domestic Partners and Dependent children of Domestic Partners cannot elect COBRA on their own, and are only eligible for COBRA if the Subscriber elects to enroll. Domestic Partners and Dependent children of Domestic Partners may elect to enroll in Cal-COBRA on their own.
    - a. the death of the Subscriber; or
    - b. the termination of the Subscriber's employment (other than by reason of such Subscriber's gross misconduct); or
    - c. the reduction of the Subscriber's hours of employment to less than the number of hours required for eligibility; or
    - d. the divorce or legal separation of the Dependent spouse from the Subscriber or termination of the domestic partnership; or
    - e. the Subscriber's entitlement to benefits under Title XVIII of the Social Security Act ("Medicare"); or
    - f. a Dependent child's loss of Dependent status under Shield Signature.
  3. For COBRA only, with respect to a Subscriber who is covered as a retiree, that retiree's Dependent spouse and Dependent children, when the County files for reorganization under Title XI, United States Code, commencing on or after July 1, 1986.
  4. Such other Qualifying Event as may be added to Title X of COBRA or the California Continuation Benefits Replacement Act (Cal-COBRA).

**Notification of a Qualifying Event**

1. With respect to COBRA enrollees:

The Member is responsible for notifying the County of divorce, legal separation, or a child's loss of Dependent status under Shield Signature, within 60 days of the date of the later of the Qualifying Event or the date on which coverage would otherwise terminate under Shield Signature because of a Qualifying Event.

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

When the COBRA administrator is notified that a Qualifying Event has occurred, the COBRA administrator will, within 14 days, provide written notice to the Member by first class mail of the Member's right to continue group coverage under Shield Signature.

The Member must then notify the COBRA administrator within 60 days of the later of (1) the date of the notice of the Member's right to continue group coverage or (2) the date coverage terminates due to the Qualifying Event.

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

2. With respect to Cal-COBRA enrollees:

The Member is 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 child's loss of Dependent status under Shield Signature. Such notice must be given within 60 days of the date of the later of the Qualifying Event or the date on which coverage would otherwise terminate under Shield Signature because of a Qualifying Event. Failure to provide such notice within 60 days will disqualify the Member from receiving continuation coverage under Cal-COBRA.

The County 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 written notice to the Member by first class mail of the Member's right to continue group coverage under Shield Signature. The Member must then give Blue Shield notice in writing of the Member's election of continuation coverage within 60 days of the later of (1) the date of the notice of the Member's right to continue group coverage or (2) the date coverage terminates due to the Qualifying Event. The written election notice must be delivered to Blue Shield by first-class mail or other reliable means.

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

If Shield Signature replaces a previous group plan that was in effect with the County, and the Member had elected Cal-COBRA continuation coverage under the previous plan, the Member may choose to continue to be covered by Shield Signature for the balance of the period that the Member could have continued to be covered under the previous plan, provided that the Member notify Blue Shield within 30 days of receiving notice of the termination of the previous group plan.

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

Cal-COBRA enrollees will be eligible to continue Cal-COBRA coverage under Shield Signature for up to a maxi-

imum of 36 months regardless of the type of Qualifying Event.

COBRA enrollees who reach the 18-month or 29-month maximum available under COBRA, may elect to continue coverage under Cal-COBRA for a maximum period of 36 months from the date the Member's continuation coverage began under COBRA. If elected, the Cal-COBRA coverage will begin after the COBRA coverage ends.

Note: COBRA enrollees must exhaust all the COBRA coverage to which they are entitled before they can become eligible to continue coverage under Cal-COBRA.

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 3 years from the date the Qualifying Event has occurred which originally entitled the Member to continue group coverage under Shield Signature.

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

### **Notification Requirements**

The County 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. The COBRA enrollee should contact Blue Shield for more information about continuing coverage. If the enrollee elects to apply for continuation of coverage under Cal-COBRA, the enrollee must notify Blue Shield at least 30 days before COBRA termination.

### **Payment of Premiums**

Premiums for the Member continuing coverage shall be 102 percent of the applicable group dues rate if the Member is a COBRA enrollee or 110 percent of the applicable group Premium rate if the Member is a Cal-COBRA enrollee, except for the Member who is eligible to continue group coverage to 29 months because of a Social Security disability determination, in which case, the Premium for months 19 through 29 shall be 150 percent of the applicable group Premium rate.

Note: For COBRA enrollees who are eligible to extend group coverage under COBRA to 29 months because of a Social Security disability determination, Premiums for Cal-COBRA coverage shall be 110 percent of the applicable group Premium rate for months 30 through 36.

If the Member is enrolled in federal COBRA and is contributing to the cost of coverage, the County shall be responsible for collecting and submitting all Premium payments contributions to Blue Shield in the manner and for the period established under Shield Signature.

Cal-COBRA enrollees must submit Premiums directly to Blue Shield of California. The initial Premiums must be paid within 45 days of the date the Member provided written notification to Blue Shield of the election to continue coverage

and be sent to Blue Shield by first-class mail or other reliable means. The Premium payment must equal an amount sufficient to pay any required amounts that are due. Failure to submit the correct amount within the 45-day period will disqualify the Member from continuation coverage.

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

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

### **Termination of Continuation of Group Coverage**

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

1. discontinuance of this group health service contract (if the County continues to provide any group benefit plan for employees, the Member may be able to continue coverage with another plan);
2. failure to timely and fully pay the amount of required Premiums to the COBRA administrator or the County or to Blue Shield of California as applicable. Coverage will end as of the end of the period for which Premiums were paid;
3. the Member becomes covered under another group health plan;
4. the Member becomes entitled to Medicare;
5. the Member no longer resides in Blue Shield's Service Area;
6. the Member commits fraud or deception in the use of the Services of Shield Signature.

Continuation of group coverage in accordance with COBRA or Cal-COBRA will not be terminated except as described in this provision. In no event will coverage extend beyond 36 months (combined as applicable).

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

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

## **AVAILABILITY OF BLUE SHIELD INDIVIDUAL PLANS**

Blue Shield's Individual Plans described at the beginning of this section may be available to Members whose group coverage, COBRA or Cal-COBRA coverage, is terminated or expires while covered under this group plan.

### **INDIVIDUAL CONVERSION PLAN**

Continued Protection Regardless of age, physical condition or employment status, you may continue Blue Shield coverage when you retire, leave the job or become ineligible for group coverage. If you have held group coverage for three or more consecutive months, you and your enrolled Dependents may apply to transfer to an individual conversion health plan then being issued by Blue Shield. The County is solely responsible for notifying you of the availability, terms and conditions of the individual conversion plan within 15 days of termination of Shield Signature coverage.

An application and first Premium payment for the conversion plan must be received by Blue Shield within 63 days of the date of termination of your group coverage. However, if the group contract is replaced by the County with similar coverage under another contract within 15 days, transfer to the individual conversion health plan will not be permitted. You will not be permitted to transfer to the individual conversion plan under any of the following circumstances:

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

Benefits or rates for an individual conversion health plan are, generally, different from those in a group plan.

An individual conversion health plan is also available to:

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

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

### **GUARANTEED ISSUE INDIVIDUAL COVERAGE**

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

- You must have at least 18 or more months of creditable coverage.
- Your most recent coverage must have been group coverage (COBRA and Cal-COBRA are considered group coverage for these purposes).
- You must have elected and exhausted all COBRA and/or Cal-COBRA coverage that is available to you.
- You must not be eligible for nor have any other health insurance coverage, including a group health plan, Medicare or Medi-Cal.
- You must make application to Blue Shield for guaranteed issue coverage within 63 days of the date of termination from the group plan.

If you elect Conversion Coverage, or other Blue Shield individual plans, you will waive your right to this guaranteed issue coverage. For more information, contact a Blue Shield Member Services representative at the telephone number noted on your ID Card.

### **EXTENSION OF BENEFITS**

If a Member becomes Totally Disabled while validly covered under Shield Signature and continues to be Totally Disabled on the date the group contract terminates, Blue Shield will extend the Benefits of Shield Signature, subject to all limitations and restrictions, for covered Services and supplies directly related to the condition, illness or injury causing such Total Disability until the first to occur of the following:

1. the date the Member is no longer Totally Disabled;
2. 12 months from the date the group health service contract terminated;

3. the date on which the Member's maximum Benefits are reached;
4. the date on which a replacement carrier provides coverage to the person without limitation as to the Totally Disabling condition.

Written certification of the Member's Total Disability should be submitted to Blue Shield by the Member's Personal Physician as soon as possible after the group health service contract terminates. Proof of continuing Total Disability must be furnished by the Member's Personal Physician at reasonable intervals determined by Blue Shield.

## GENERAL PROVISIONS

### PUBLIC POLICY PARTICIPATION PROCEDURE

This procedure enables you to participate in establishing public policy of Blue Shield of California. It is not to be used as a substitute for the grievance procedure, complaints, inquiries, or requests for information.

Public policy means acts performed by a plan or its employees and staff to assure the comfort, dignity, and convenience of patients who rely on the plan's facilities to provide health care services to them, their families, and the public (Health and Safety Code, Section 1369).

At least one third of the Board of Directors of Blue Shield is comprised of Subscribers who are not employees, providers, sub-contractors, 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:

Sr. Manager, Regulatory Filings  
Blue Shield of California  
50 Beale Street  
San Francisco, CA 94105  
Phone: 1-415-229-5065

Please follow the following procedure:

1. Submit your recommendations, suggestions or comments in writing to the Sr. Manager, Regulatory Filings, at the above address, who will acknowledge receipt of your letter.
2. Include your name, address, phone number, Subscriber number, and plan number with each communication.
3. State the policy issue so that it will be readily understood. Submit all relevant information and reasons for the policy issue with your letter.
4. Policy issues will be heard at least quarterly as agenda items for meetings of the Board of Directors. Minutes of Board meetings will reflect decisions on public policy issues that were considered. If you have initiated a policy issue, appropriate extracts of the minutes will be furnished to you within 10 business days after the minutes have been approved.

### GRACE PERIOD

After payment of the first Premiums, the County is entitled to a grace period of 45 days for the payment of any Premiums due. The County shall also be afforded a 30-day notice of intent to terminate. During this grace period and notice of intent, the Contract will remain in force. However, the County will be liable for payment of Premiums accruing during the period the Contract continues in force. (Subject to the terms of the Letter of Agreement, Group Health Services Contract and any/all attachments and amendments)

### CONFIDENTIALITY OF PERSONAL AND HEALTH INFORMATION

Blue Shield of California protects the confidentiality/privacy of your personal and health information. Personal and health information includes both medical information and individually identifiable information, such as your name, address, telephone number, or social security number. Blue Shield will not disclose this information without your authorization, except as permitted 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 policies and procedures regarding our confidentiality/privacy practices are contained in the "Notice of Privacy Practices", which you may obtain either by calling the Member Services Department at the number provided on the back page of this booklet, or by accessing Blue Shield of California's internet site located at <http://www.blueshieldca.com> and printing a copy.

If you are concerned that Blue Shield may have violated your confidentiality/privacy rights, or you disagree with a decision we made about access to your personal and health information, you may contact us at:

#### Correspondence Address:

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

#### Toll-Free Telephone:

1-888-266-8080

#### Email Address:

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

### ACCESS TO INFORMATION

Blue Shield of California may need information from medical providers, from other carriers or other entities, or from you, in

order to administer benefits and eligibility provisions of this Contract. You agree that any provider or entity can disclose to Blue Shield that information that is reasonably needed by Blue Shield. You 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 your 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 your consent, except as otherwise permitted by law.

## **NON-ASSIGNABILITY**

Benefits of Shield Signature are not assignable by the Member.

## **INDEPENDENT CONTRACTORS**

Blue Shield Participating Providers are neither agents nor employees of Shield Signature but are independent contractors. Blue Shield conducts a process of credentialing and certification of all Physicians who participate in Shield Signature. However, in no instance shall Blue Shield be liable for the negligence, wrongful acts, or omissions of any person receiving or providing services, including any Physician, Hospital, or other provider or their employees.

## **PLAN INTERPRETATION**

Blue Shield shall have the power and complete discretionary authority to construe and interpret the provisions of the group health service contract, to determine the Benefits of the contract, and 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 the group health service contract.

## **RIGHT OF RECOVERY**

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

## **MEMBER SERVICES**

### **1. FOR ALL SERVICES OTHER THAN MENTAL HEALTH**

#### **For Shield Signature Level I and II Services**

If you have a question about Services, providers, Benefits, how to use your Shield Signature coverage, or concerns regarding the quality of care or access to care that you have experienced, you may call Blue Shield's Member Services Department at the number provided on the back page of this booklet.

The hearing impaired may contact Blue Shield's Member Services Department through Blue Shield's toll-free TTY number, 1-800-241-1823.

You also may write to the Blue Shield Member Services Department as noted on the back page of this booklet.

Member Services can answer many questions over the telephone.

Note: Blue Shield of California has established a procedure for our Members to request an expedited decision. A Member, Physician, or representative of a Member may request an expedited decision when the routine decision making process might seriously jeopardize the life or health of a Member, or when the Member is experiencing severe pain. Blue Shield shall make a decision and notify the Member and Physician as soon as possible to accommodate the Member's condition not to exceed 72 hours following the receipt of the request. An expedited decision may involve admissions, continued stay, or other healthcare services. If you would like additional information regarding the expedited decision process, or if you believe your particular situation qualifies for an expedited decision, please contact our Member Services Department at the telephone number provided on your Identification Card.

### **2. FOR ALL MENTAL HEALTH SERVICES-**

#### **For Shield Signature Level I (HMO) and Level II (PPO)**

For all Mental Health Services Blue Shield of California has contracted with the Plan's Mental Health Service Administrator (MHSA). The MHSA should be contacted for questions about Mental Health Services, MHSA network Providers, or Mental Health Benefits. You may contact the MHSA at the telephone number or address which appear below:

1-877-263-9952

P.O. Box 719002  
San Diego, CA 92171-9002

The MHSA can answer many questions over the telephone.

Note: The MHSA has established a procedure for our Members to request an expedited decision. A Member, Physician, or representative of a Member may request an expedited decision when the routine decision making process might serious-

ly jeopardize the life or health of a Member, or when the Member is experiencing severe pain. The MHSA shall make a decision and notify the Member and Physician as soon as possible to accommodate the Member's condition not to exceed 72 hours following the receipt of the request. An expedited decision may involve admissions, continued stay, or other healthcare services. If you would like additional information regarding the expedited decision process, or if you believe your particular situation qualifies for an expedited decision, please contact the MHSA at the number listed above.

## **GRIEVANCE PROCESS**

Blue Shield of California has established a grievance procedure for receiving, resolving and tracking Members' grievances with Blue Shield of California.

### **FOR ALL SERVICES OTHER THAN MENTAL HEALTH**

Members, a designated representative, or a provider on behalf of the Member may contact the Member Service Department by telephone, letter, or online to request a review of an initial determination concerning a claim or service. Members may contact Blue Shield at the telephone number listed on your Shield Signature identification card. If the telephone inquiry to Member Services does not resolve the question or issue to the Member's satisfaction, the Member may request a grievance at that time, which the Member Services Representative will initiate on the Member's behalf.

The Member, a designated representative, or a provider on behalf of the Member may also initiate a grievance by submitting a letter or a completed "Grievance Form". The Member may request this form from Member Services. The completed form should be submitted to Member Services Appeals and Grievance, P.O. Box 5588, El Dorado Hills, CA 95762-0011. The Member may also submit the grievance online by visiting our web site at <http://www.blueshieldca.com>.

Blue Shield will acknowledge receipt of a grievance within 5 calendar days. Grievances are resolved within 30 days. The grievance system allows Members to file grievances for at least 180 days following any incident or action that is the subject of the Member's dissatisfaction. See the previous Member Services section for information on the expedited decision process.

### **FOR ALL MENTAL HEALTH SERVICES**

Members, a designated representative, or a provider on behalf of the Member may contact the MHSA by telephone, letter, or online to request a review of an initial determination concerning a claim or service. Members may contact the MHSA at the telephone number as noted below. If the telephone inquiry to the MHSA's Member Services Department does not resolve the question or issue to the Member's satisfaction, the Member may request a grievance at that time, which the Member Services Representative will initiate on the Member's behalf.

The Member, a designated representative, or a provider on behalf of the Member may also initiate a grievance by submitting a letter or a completed "Grievance Form". The Member may request this form from the MHSA's Member Services Department. If the Member wishes, the MHSA's Member Services staff will assist in completing the Grievance Form. Completed grievance forms must be mailed to the MHSA at the address provided below. The Member may also submit the grievance to the MHSA online by visiting <http://www.blueshieldca.com>.

1-877-263-9952

Blue Shield of California  
Mental Health Service Administrator  
P.O. Box 719002  
San Diego, CA 92171-9002

The MHSA will acknowledge receipt of a grievance within 5 calendar days. Grievances are resolved within 30 days. The grievance system allows Members to file grievances for at least 180 days following any incident or action that is the subject of the Member's dissatisfaction. See the previous Member Services section for information on the expedited decision process.

Note: If the County'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 plan may have other voluntary alternative dispute resolution options, such as mediation.

### **EXTERNAL INDEPENDENT MEDICAL REVIEW**

If your grievance involves a claim or services for which coverage was denied by Blue Shield or by a contracting provider in whole or in part on the grounds that the service is not Medically Necessary or is experimental/investigational (including the external review available under the Friedman-Knowles Experimental Treatment Act of 1996), you may choose to make a request to the Department of Managed Health Care to have the matter submitted to an independent agency for external review in accordance with California law. You normally must first submit a grievance to Blue Shield and wait for at least 30 days before you request external review; however, if your matter would qualify for an expedited decision as described above or involves a determination that the requested service is experimental/investigational; you may immediately request an external review following receipt of notice of denial. You may initiate this review by completing an application for external review, a copy of which can be obtained by contacting Member Services. The Department of Managed Health Care will review the application and, if the request qualifies for external review, will select an external review agency and have your records submitted to a qualified specialist for an independent determination of whether the care is Medically Necessary. You may choose to submit additional records to the external review agency for review. There is no cost to you for this external review. You and your physician

will receive copies of the opinions of the external review agency. The decision of the external review agency is binding on Blue Shield; if the external reviewer determines that the service is Medically Necessary, Blue Shield will promptly arrange for the service to be provided or the claim in dispute to be paid. This external review process is in addition to any other procedures or remedies available to you and is completely voluntary on your part; you are not obligated to request external review. However, failure to participate in external review may cause you to give up any statutory right to pursue legal action against Blue Shield regarding the disputed service. For more information regarding the external review process, or to request an application form, please contact Member Services.

## 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 **1-800-642-6155** and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the Medical Necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature, and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The Department's Internet Web site (<http://www.hmohelp.ca.gov>) has complaint forms, IMR application forms, and instructions online.

In the event that Blue Shield should cancel or refuse to renew the enrollment for you or your Dependents and you feel that such action was due to health or utilization of Benefits, you or your Dependents may request a review by the Department of Managed Health Care Director.

## DEFINITIONS

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

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

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

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

**Allowable Amount** — the Blue Shield of California Allowance (as defined below) for the service (or services) rendered, or the provider's billed charge, whichever is less. The Blue Shield of California Allowance, unless otherwise specified for a particular service elsewhere in this Evidence of Coverage and Disclosure Form, is:

1. 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 Services rendered; or
2. For a Non-Participating Provider anywhere within or outside of the United States who provides Emergency Services:
  - a. For physicians and hospitals – the Reasonable & Customary Charge;
  - b. All other providers – the provider's billed charge for covered Services, unless the provider and the local Blue Cross and/or Blue Shield have agreed upon some other amount; or
3. For a Non-Participating Provider in California, including an Other Provider, who provides Services on other than an emergency basis, the amount Blue Shield would have allowed for a Participating Provider performing the same service in the same geographical area; or
4. For a provider anywhere, other than in California, within or outside of the United States, which has a contract with the local Blue Cross and/or Blue Shield plan, the amount that the provider and the local Blue Cross and/or Blue Shield plan have agreed by contract will be accepted as payment in full for service rendered; or
5. For a non-participating provider (i.e., that does not contract with a local Blue Cross and/or Blue Shield plan) anywhere, other than in California, within or outside of the United States, who provides Services on other than an emergency basis, the amount that the local Blue Cross and/or Blue Shield would have allowed for a non-participating provider performing the same services. If the local plan has no non-participating provider allowance, Blue Shield will assign the Allowable Amount used for a non-participating provider in California.

**Allowed Charges** — the amount an HMO Plan Provider agrees to accept as payment from Blue Shield or the billed amount for non-HMO Plan Providers (except physicians rendering Emergency Services, hospitals which are not Participating Providers rendering any Services, and non-contracting dialysis centers rendering any Services when authorized by

the Blue Shield will be paid based on the –Reasonable & Customary Charge as defined).

**Alternate Care Services Providers** — home health care agencies, home infusion pharmacies, durable medical equipment suppliers, individual certified orthotists, prosthetists and prosthetist-orthotists.

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

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

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

**Benefits (Covered Services)** — those services which a Member is entitled to receive pursuant to the terms of the group health service contract.

**Calendar Year** — a period beginning 12:01 a.m., January 1 and ending 12:01 a.m., January 1 of the following year.

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

**Close Relative** — the spouse, Domestic Partner, child, brother, sister, or parent of a Subscriber or Dependent.

**Contract Month** — a period beginning on the first day of a calendar month and continuing to the first day of the next calendar month.

**Copayment** — the amount that a Member is required to pay for specific Covered Services.

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

**County – shortened name for the County of San Bernardino**

**Covered Services (Benefits)** — those services which a Member is entitled to receive pursuant to the terms of the group health service contract.

**Custodial or Maintenance Care** — care furnished in the home primarily for supervisory care or supportive services, or in a facility primarily to provide room and board or meet the

activities of daily living (which may include nursing care, training in personal hygiene and other forms of self care or supervisory care by a Physician); or care furnished to a Member who is mentally or physically disabled, and:

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

**Deductible** — the fixed Calendar Year amount which you must pay for specific Covered Services that are a benefit of Shield Signature before you become entitled to receive any benefit payments from Shield Signature for those Services.

**Dental Care and Services** — services or treatment on or to the teeth or gums whether or not caused by accidental injury, including any appliance or device applied to the teeth or gums.

**Dependent** —

1. a Subscriber's legally married spouse who is:
  - a. not covered for Benefits as a Subscriber; and
  - b. not legally separated from the Subscriber;or,
2. a Subscriber's Domestic Partner, who is not covered for benefits as a Subscriber;  
or,
3. a child of, adopted by, or in legal guardianship of the Subscriber, spouse, or Domestic Partner. This category includes any stepchild or 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, who is not covered for Benefits as a Subscriber who is less than 26 years of age (or less than 18 years of age if the child has been enrolled as a result of a court ordered non-temporary legal guardianship)

and who has been enrolled and accepted by Shield Signature as a Dependent and has maintained membership in accordance with the Contract.

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

4. If coverage for a Dependent child would be terminated because of the attainment of age 26, and the Dependent child is disabled, Benefits for such Dependent will be continued upon the following conditions:
  - a. the child must be chiefly dependent upon the Subscriber, spouse, or Domestic Partner for support and maintenance;

- b. the Subscriber, spouse, or Domestic Partner submits to Blue Shield a Physician's written certification of disability within 60 days from the date of the Employer's or Blue Shield's request; and
- c. thereafter, certification of continuing disability and dependency from a Physician is submitted to Blue Shield on the following schedule:
  - (1) within 24 months after the month when the Dependent would otherwise have been terminated; and
  - (2) annually thereafter on the same month when certification was made in accordance with item (1) above. In no event will coverage be continued beyond the date when the Dependent child becomes ineligible for coverage under Shield Signature for any reason other than attained age.

**Doctor of Medicine** — a licensed medical doctor (M.D.) or doctor of osteopathic medicine (D.O.).

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

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

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

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

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

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

1. placing the Member's health in serious jeopardy;
2. serious impairment to bodily functions;

3. serious dysfunction of any bodily organ or part.

**Employee** — an individual who meets the eligibility requirements set forth in the Group Health Service Contract between Blue Shield of California and the County.

**Experimental or Investigational in Nature** — any treatment, therapy, procedure, drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supplies which are not recognized in accordance with generally accepted professional medical standards as being safe and effective for use in the treatment of the illness, injury or condition at issue. Services which require approval by the federal government or any agency thereof or by any state government agency, prior to use and where such approval has not been granted at the time the services or supplies were rendered, shall be considered experimental or investigational in nature. Services or supplies which themselves are not approved or recognized in accordance with accepted professional medical standards, but nevertheless are authorized by law or by a government agency for use in testing, trials, or other studies on human patients, shall be considered experimental or investigational in nature.

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

**Group Health Service Contract (Contract)** — the contract binding both to Blue Shield and to the County that establishes the Services Subscribers are entitled to receive from Shield Signature.

**Hemophilia Infusion Provider** — a provider who has an agreement with Blue Shield to provide hemophilia therapy products and necessary supplies and services for covered home infusion and home intravenous injections by Members.

**HMO Plan Provider** — a provider who has an agreement with Blue Shield to provide Shield Signature Level I Benefits ("HMO Plan" level of Benefits) to Members in the Shield Signature plan.

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

**Hospital** — either (1.), (2.), or (3.) below:

1. a licensed and accredited health facility which is primarily engaged in providing, for compensation from patients, medical, diagnostic, and surgical facilities for the care and treatment of sick and injured Members on an Inpatient basis, and which provides such facilities under the supervision of a staff of Physicians and 24-hour-a-day nursing service by registered nurses. A facility which is principally a rest home, nursing home or home for the aged is not included; or
2. a psychiatric Hospital licensed as a health facility accredited by the Joint Commission on Accreditation of Health Care Organizations; or

3. a “psychiatric health facility” as defined in Section 1250.2 of the Health and Safety Code.

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

**Independent Practice Association (IPA)** — a group of Physicians with individual offices who form an organization in order to contract, manage, and share financial responsibilities for providing Benefits to Members. For all Mental Health Services, this definition includes the Mental Health Service Administrator (MHSA).

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

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

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

**Intensive Outpatient Care Program** — an Outpatient Mental Health treatment program utilized when a patient’s condition requires structure, monitoring, and medical/psychological intervention at least 3 hours per day, 3 times per week.

**Late Enrollee** — an eligible Employee or Dependent who has declined enrollment in Shield Signature at the time of the initial enrollment period, and who subsequently requests enrollment in Shield Signature; provided that the initial enrollment period shall be a period of at least 60 days. However, an eligible Employee or Dependent will not be considered a Late Enrollee if any of the conditions listed under (1.), (2.), (3.), (4.), (5.), (6.) or (7.) below is applicable:

1. The eligible Employee or Dependent meets all of the following requirements (a.), (b.), (c.) and (d.):
  - a. The Employee or Dependent was covered under another employer health benefit plan at the time he was offered enrollment under Shield Signature;
  - b. The Employee or Dependent certified, at the time of the initial enrollment that coverage under another employer health benefit plan was the reason for de-

clining enrollment provided that, if he was covered under another employer health plan, he was given the opportunity to make the certification required and was notified that failure to do so could result in later treatment as a Late Enrollee;

- c. The Employee or Dependent has lost or will lose coverage under another employer health benefit plan as a result of termination of his employment or of an individual through whom he was covered as a Dependent, change in his employment status or of an individual through whom he was covered as a Dependent, termination of the other plan’s coverage, exhaustion of COBRA continuation coverage, cessation of an employer’s contribution toward his coverage, death of an individual through whom he was covered as a Dependent, or legal separation, divorce, or termination of a domestic partnership; and
  - d. The Employee or Dependent requests enrollment within 60 days after termination of coverage or employer contribution toward coverage provided under another employer health benefit plan; or
2. The County offers multiple health benefit plans and the eligible Employee elects Shield Signature during an Open Enrollment Period; or
  3. A court has ordered that coverage be provided for a spouse or Domestic Partner or minor child under a covered employee’s health benefit plan. The health plan shall enroll a Dependent child within 60 days of presentation of a court order by the district attorney, or upon presentation of a court order or request by a custodial party, as described in Section 3751.5 of the Family Code; or
  4. For eligible Employees or Dependents who fail to elect coverage in Shield Signature during their initial enrollment period, Blue Shield cannot produce a written statement from the County stating that prior to declining coverage, he or the individual through whom he was covered as a Dependent, was provided with and signed acknowledgment of a Refusal of Personal Coverage specifying that failure to elect coverage during the initial enrollment period permits Blue Shield to impose, at the time of his later decision to elect coverage, an exclusion from coverage for a period of 12 months, unless he or she meets the criteria specified in paragraphs (1.), (2.) or (3.) above; or
  5. For eligible Employees or Dependents who were eligible for coverage under the Healthy Families Program or Medi-Cal and whose coverage is terminated as a result of the loss of such eligibility, provided that enrollment is requested no later than 60 days after the termination of coverage; or
  6. For eligible Employees or Dependents who are eligible for the Healthy Families Program or the Medi-Cal premium assistance program and who request enrollment

within 60 days of the notice of eligibility for these premium assistance programs; or

7. For eligible Employees who decline coverage during the initial enrollment period and subsequently acquire Dependents through marriage, establishment of domestic partnership, birth, or placement for adoption, and who enroll for coverage for themselves and their Dependents within 60 days from the date of marriage, establishment of domestic partnership, birth, or placement for adoption.

**Medical Group** — an organization of Physicians who are generally located in the same facility and provide Benefits to Members. For all Mental Health Services, this definition includes the Mental Health Service Administrator (MHSA).

**Medical Necessity (Medically Necessary) —**

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

- a. for diagnostic studies that could have been provided on an Outpatient basis;
- b. for medical observation or evaluation;
- c. for personal comfort;
- d. in a pain management center to treat or cure chronic pain; or

- e. for Inpatient rehabilitation that can be provided on an Outpatient basis.

5. Blue Shield reserves the right to review all services to determine whether they are Medically Necessary.

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

**Mental Health Condition** — mental disorders listed in the most current edition of the "Diagnostic & Statistical Manual of Mental Disorders" (DSM).

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

**Mental Health Service Administrator (MHSA)** — Blue Shield of California has contracted with a Mental Health Service Administrator (MHSA). The MHSA is a specialized health care service plan licensed by the California Department of Managed Health Care, and will underwrite and deliver Blue Shield's Mental Health 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 Services. Note: MHSA Non-Participating Providers may include Blue Shield Preferred/Participating Providers if the Provider does not also have an agreement with the MHSA.

**MHSA Participating Provider** — a provider who has an agreement in effect with the MHSA for the provision of Mental Health Services.

**Non-Participating/Non-Preferred Providers** — any provider who has not contracted with Blue Shield to accept Blue Shield's payment, plus any applicable deductible, Copayment or amounts in excess of specified Benefit maximums, as payment-in-full for covered Services.

Note: This definition does not apply to Mental Health Services. For MHSA-Non-Participating Providers for Mental Health Services, see the MHSA Non-Participating Provider definition above.

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

Note: Bariatric surgery services are not covered under Shield Signature Level II for Members who reside in designated counties in California if the service is provided by a Non-Preferred Bariatric Surgery Services Provider. (See the Bariatric Surgery Services section of this booklet for more information.)

**Occupational Therapy** — treatment under the direction of a Doctor of Medicine and provided by a certified occupational

therapist, utilizing arts, crafts or specific training in daily living skills, to improve and maintain a patient's ability to function.

**Open Enrollment Period** — that period of time set forth in the contract during which eligible employees and their Dependents may transfer from another health benefit plan sponsored by the County to Shield Signature.

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

**Other Providers** —

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

**Out-of-Area Follow-up Care** — non-emergent Medically Necessary out-of-area Services to evaluate the Member's progress after an initial Emergency or Urgent Service.

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

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

**Partial Hospitalization/Day Treatment Program** — a treatment program that may be free-standing or Hospital-based and provides Services at least 5 hours per day and at least 4 days per week. Patients may be admitted directly to this level of care, or transferred from acute Inpatient care following acute stabilization.

**Participating Hospice or Participating Hospice Agency** — an entity which: 1) provides Hospice services to Terminally Ill Members and holds a license, currently in effect, as a Hospice pursuant to Health and Safety Code Section 1747, or a home health agency licensed pursuant to Health and Safety Code Sections 1726 and 1747.1 which has Medicare certification and 2) has either contracted with Blue Shield of California or has received prior approval from Blue Shield of California to provide Hospice Service benefits pursuant to the California Health and Safety Code Section 1368.2.

**Participating Physician** — a Physician who has agreed to accept Blue Shield of California's payment, plus Subscriber payments of any applicable deductibles and Copayments as payment-in-full for covered Services.

**Participating Provider** — a Physician, Hospital, Alternate Care Services Provider, or Ambulatory Surgery Center, a Certified Registered Nurse Anesthetist that has contracted with Blue Shield to furnish services and to accept Blue Shield's payment, plus applicable deductibles and Copayments, as payment-in-full for covered services, except as provided under the Payment provision in this booklet. A Participating Provider may not necessarily be an HMO Plan Provider.

Note: This definition does not apply to Mental Health Services. For MHSA Participating Providers for Mental Health Services, see the MHSA Participating Provider definition above.

**Personal Physician** — a general practitioner, board-certified or eligible family practitioner, internist, obstetrician/gynecologist, or pediatrician who has contracted with Blue Shield as a Personal Physician to provide primary care to Members and to refer, authorize, supervise, and coordinate the provision of all Benefits to Members in accordance with the contract.

**Personal Physician Service Area** — that geographic area served by your Personal Physician's Medical Group or IPA.

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

**Physician** — is defined as a licensed Medical Doctor (M.D.) or Doctor of Osteopathic Medicine (D.O.). For Benefits, the term Physician also includes clinical psychologist, research psychoanalyst, dentist, licensed clinical social worker, optometrist podiatrist, audiologist, licensed marriage and family therapist, and registered physical therapist.

**Physician Member** — a Doctor of Medicine who has enrolled with Blue Shield as a Physician Member.

**Plan Hospital** — a Hospital licensed under applicable state law contracting specifically with Blue Shield to provide Benefits to Members under the Shield Signature.

**Plan Non-Physician Health Care Practitioner** — a health care professional who is not a physician and has an agreement with one of the contracted Independent Practice Associations, Medical Groups, Plan Hospitals, or Blue Shield to provide covered Services to Members when referred by a Personal Physician. For all Mental Health Services, this definition includes Mental Health Service Administrator (MHSA) Participating Providers.

**Plan Service Area** — that geographic area served by a Blue Shield Plan.

**Plan Specialist** — a Physician other than a Personal Physician, psychologist, licensed clinical social worker, or licensed marriage and family therapist who has an agree-

ment with Blue Shield to provide services to Members on referral by Personal Physician. For all Mental Health Services, this definition includes Mental Health Service Administrator (MHSA) Participating Providers.

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

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

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

Note: For Participating Providers for Mental Health Services, see the Mental Health Service Administrator (MHSA) Participating Provider definition above.

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

Note: For Preferred Providers for Mental Health Services, see the MHSA Participating Provider definition above.

**Premiums (Dues)** — the monthly prepayment that is made to Shield Signature on behalf of each Member by the County.

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

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

Preventive Health Services include, but are not limited to, cancer screening (including, but not limited to, colorectal cancer screening, cervical cancer and HPV screening, breast cancer screening and prostate cancer screening), osteoporosis screening, screening for blood lead levels in children at risk for lead poisoning, and health education. More information regarding covered Preventive Health Services is available at <http://www.blueshieldca.com/preventive> or by calling Member Services.

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

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

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

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

**Reconstructive Surgery** — surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following: 1) to improve function, or 2) to create a normal appearance to the extent possible, including dental and orthodontic services that are an integral part of this surgery for cleft palate procedures.

**Rehabilitation** — Inpatient or Outpatient care furnished to an individual disabled by injury or illness, including Severe Mental Illnesses, in order to develop or restore an individual’s ability to function to the maximum extent practical. Rehabilitation Services may consist of Physical Therapy, Occupational Therapy, and/or Respiratory Therapy for Speech Therapy are described in *Speech Therapy* Benefits in Shield Signature Benefits section.

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

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

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

1. have one or more mental disorders in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (other than a primary substance use disorder or developmental disorder), that results in behavior inappropriate for the child's age according to expected developmental norms, and
2. meet the criteria in paragraph (2) of subdivision (a) of Section 5600.3 of the Welfare and Institutions Code. This section states that members of this population shall meet one or more of the following criteria:
  - a. As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following has occurred: the child is at risk of removal from home or has already been removed from the home or the mental disorder and impairments have been present for more than 6 months or are likely to continue for more than 1 year without treatment;
  - b. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.

**Services** — includes Medically Necessary health care services and Medically Necessary supplies furnished incident to those services.

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

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

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

1. Prescribed by a Physician or nurse practitioner for the treatment of phenylketonuria (PKU) and is consistent with the recommendations and best practices of qualified health professionals with expertise germane to, and experience in the treatment and care of, phenylketonuria (PKU). It does not include a food that is naturally low in protein, but may include a food product that is

specially formulated to have less than one gram of protein per serving;

2. Used in place of normal food products, such as grocery store foods, used by the general population.

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

**Subacute Care** — skilled nursing or skilled rehabilitation provided in a Hospital or Skilled Nursing Facility to patients who require skilled care such as nursing services, physical, occupational or speech therapy, a coordinated program of multiple therapies or who have medical needs that require daily Registered Nurse monitoring. A facility which is primarily a rest home, convalescent facility or home for the aged is not included.

**Subscriber** — an individual who satisfies the eligibility requirements of the contract, and who is enrolled and accepted by the Plan as a Subscriber, and has maintained Shield Signature membership under the terms of the contract.

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

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

1. in the case of an Employee or Member otherwise eligible for coverage as an Employee, a disability which prevents the individual from working with reasonable continuity in the individual's customary employment or in any other employment in which the individual reasonably might be expected to engage, in view of the individual's station in life and physical and mental capacity.
2. in the case of a Dependent, a disability which prevents the individual from engaging with normal or reasonable continuity in the individual's customary activities or in those in which the individual otherwise reasonably might be expected to engage, in view of the individual's station in life and physical and mental capacity.

**Urgent Services** — those covered services rendered outside of the Personal Physician Service Area (other than Emergency Services) which are Medically Necessary to prevent serious deterioration of a Member's health, resulting from unforeseen illness, injury, or complications of an existing medical condition, for which treatment cannot reasonably be delayed until the Member returns to the Personal Physician Service Area.

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This Combined Evidence of Coverage and Disclosure Form should be retained for your future reference as a Member of Shield Signature. Should you have any questions, please call the Blue Shield of California Member Services Department at the number provided on the back page of this booklet.

Blue Shield of California  
50 Beale Street  
San Francisco, CA 94105

# NOTICE OF THE AVAILABILITY OF LANGUAGE ASSISTANCE SERVICES

**No Cost Language Services.** You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call us at the number listed on your ID card or 1-866-346-7198. English

**Servicios de idiomas sin costo.** Puede obtener un intérprete. Le pueden leer documentos y que le envíen algunos en español. Para obtener ayuda, llámenos al número que figura en su tarjeta de identificación o al 1-866-346-7198. Spanish

**免費語言服務。** 您可獲得口譯員服務。可以用中文把文件唸給您聽，有些文件有中文的版本，也可以把這些文件寄給您。欲取得協助，請致電您的保險卡所列的電話號碼，或撥打1-866-346-7198與我們聯絡。Chinese

**Các Dịch Vụ Trợ Giúp Ngôn Ngữ Miễn Phí.** Quý vị có thể được nhận dịch vụ thông dịch. Quý vị có thể được người khác đọc giúp các tài liệu và nhận một số tài liệu bằng tiếng Việt. Để được giúp đỡ, hãy gọi cho chúng tôi tại số điện thoại ghi trên thẻ hội viên của quý vị hoặc 1-866-346-7198. Vietnamese

**무료 통역 서비스.** 귀하는 한국어 통역 서비스를 받으실 수 있으며 한국어로 서류를 낭독해주는 서비스를 받으실 수 있습니다. 도움이 필요하신 분은 귀하의 ID 카드에 나와있는 안내 전화: 1-866-346-7198 번으로 문의해 주십시오. Korean

**Walang Gastos na mga Serbisyo sa Wika.** Makakakuha ka ng interpreter o tagasalin at maipababasa mo sa Tagalog ang mga dokumento. Para makakuha ng tulong, tawagan kami sa numerong nakalista sa iyong ID card o sa 1-866-346-7198. Tagalog

**Անվճար Լեզվական Օգնություններ:** Դուք կարող եք թարգման և կարդալ տեղի և փաստաթղթերը ընթերցել սույլ ձեզ համար հայերեն լեզվով: Օգնության համար սեզ զանգահարեք ձեր ինքնության (ID) ստմնի վրա նշված կամ 1-866-346-7198 համարով: Armenian

**Бесплатные услуги перевода.** Вы можете воспользоваться услугами переводчика, и ваши документы прочтут для вас на русском языке. Если вам требуется помощь, звоните нам по номеру, указанному на вашей идентификационной карте, или 1-866-346-7198. Russian

**無料の言語サービス** 日本語で通訳をご提供し、書類をお読みします。サービスをご希望の方は、IDカード記載の番号または1-866-346-7198までお問い合わせください。Japanese

خدمات جانی مربوط به زبان. می‌توانید از خدمات یک مترجم شفاهی استفاده کنید و بگروید مدارک به زبان فارسی براین خوانده شوند. برای دریافت کمک، با ما از طریق شماره تلفنی که روی کارت شناسایی شما فید شده است و با این شماره 1-866-346-7198 تماس بگیرید. Persian

**ਮੁਫਤ ਭਾਸ਼ਾ ਸੇਵਾਵਾਂ:** ਤੁਸੀਂ ਦੁਬਾਰੀਏ ਦੀਆਂ ਸੇਵਾਵਾਂ ਹਾਸਲ ਕਰ ਸਕਦੇ ਹੋ ਅਤੇ ਦਸਤਾਵੇਜ਼ਾਂ ਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਸੁਣ ਸਕਦੇ ਹੋ। ਕੁਝ ਦਸਤਾਵੇਜ਼ ਤੁਹਾਨੂੰ ਪੰਜਾਬੀ ਵਿੱਚ ਭੇਜੇ ਜਾ ਸਕਦੇ ਹਨ। ਮਦਦ ਲਈ, ਤੁਹਾਡੇ ਆਈਡੀ (ID) ਕਾਰਡ 'ਤੇ ਦਿੱਤੇ ਨੰਬਰ 'ਤੇ ਜਾਂ 1-866-346-7198 'ਤੇ ਸਾਨੂੰ ਫੋਨ ਕਰੋ। Punjabi

**សេវាកម្មភាសាឥតគិតថ្លៃ ។** អ្នកអាចទទួលបានអ្នកបកប្រែភាសា និងអាស្រ័យការជំនួយជា ភាសាខ្មែរ ។ សម្រាប់ជំនួយ សូមទូរស័ព្ទមកយើងខ្ញុំតាមលេខដែលមាន ចង្ហាញលើប័ណ្ណសំគាល់ខ្លួនរបស់អ្នក ឬលេខ 1-866-346-7198 ។ Khmer

خدمات ترجمة بدون تكلفة. يمكنك الحصول على مترجم وقرائة الوثائق لك باللغة العربية. للحصول على المساعدة، اتصل بنا على الرقم المبين على بطاقة عضويتك أو على الرقم 1-866-346-7198. Arabic

**Cov Kev Pab Txhais Lus Tsis Them Nqi.** Koj yuav thov tau kom muaj neeg los txhais lus rau koj thiab kom neeg nyeem cov ntawv ua lus Hmoob. Yog xav tau kev pab, hu rau pab ntawm tus xov tooj nyob hauv koj daim yuaj ID los sis 1-866-346-7198. Hmong

## Supplement A — Outpatient Prescription Drug Benefits

### Summary of Benefits

Member Calendar Year Brand Name Drug Deductible	Deductible Responsibility	
	Participating Pharmacy	Non-Participating Pharmacy
Per Member There is no Brand Name Drug deductible requirement	None	Not covered

Benefit	Member Copayment	
	Participating Pharmacy	Non-Participating Pharmacy <sup>1</sup>
<b>Retail prescriptions</b>		
Contraceptive Drugs and Devices <sup>2</sup>	You pay nothing	Not covered
Formulary Generic Drugs (Level 1)	\$5 per prescription	Not covered
Formulary Brand Name Drugs (Level 2)	\$10 per prescription	Not covered
Lancets	You pay nothing	Not covered
Non-Formulary Brand Name Drugs (Level 3)	\$25 per prescription	Not covered
Drugs used for the treatment of Sexual Dysfunction	50% per prescription	Not covered
<b>Mail service prescriptions</b>		
Contraceptive Drugs and Devices <sup>2</sup>	You pay nothing	Not covered
Formulary Generic Drugs (Level 1)	\$10 per prescription	Not covered
Formulary Brand Name Drugs (Level 2)	\$20 per prescription	Not covered
Lancets	You pay nothing	Not covered
Non-Formulary Brand Name Drugs (Level 3)	\$50 per prescription	Not covered
<b>Specialty Pharmacies</b>		
Specialty Drugs	\$10 per prescription	Not covered

<sup>1</sup> Drugs obtained at a Non-Participating Pharmacy are not covered, unless Medically Necessary for a covered emergency. See the Obtaining Outpatient Prescription Drugs at a Non-Participating Pharmacy section for details.

<sup>2</sup> If a Brand Name contraceptive Drug is requested when a Generic Drug equivalent is available, the Member will be responsible for paying the difference between the cost for the Brand Name contraceptive Drug and its Generic Drug equivalent. In addition, select contraceptives may require prior authorization to be covered without a Copayment.

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 a Medicare prescription drug plan while you maintain this coverage. However, you should be aware that if you have a subsequent break in this coverage of 63 days or more anytime after you were first eligible to enroll in a Medicare prescription drug plan, you could be subject to a late enrollment penalty in addition to your Part D premium.

## Outpatient Prescription Drug Benefit

In addition to the Benefits found in your Blue Shield Evidence of Coverage, your plan also provides coverage for Outpatient Prescription Drugs described in this supplement. The following Prescription Drug Benefit is separate from the Health Plan coverage. The Calendar Year Maximum Copayments and the Coordination of Benefits provisions do not apply to this Outpatient Prescription Drug Benefit Supplement; however, the general provisions and exclusions of the Health Plan contract shall apply.

Benefits are provided for Outpatient Prescription Drugs which meet all of the requirements specified in this supplement, are prescribed by the Member's Physician, except as noted below, and are obtained from a Participating Pharmacy.

Blue Shield's Drug Formulary is a list of preferred generic and brand medications that: (1) have been reviewed for safety, efficacy, and bioequivalency; (2) have been approved by the Food and Drug Administration (FDA); and (3) are eligible for coverage under the Blue Shield Outpatient Prescription Drug Benefit. Non-Formulary Drugs may be covered subject to higher Copayments. Select Drugs and Drug dosages and most Specialty Drugs require prior authorization by Blue Shield for Medical Necessity, including appropriateness of therapy and efficacy of lower cost alternatives are available. You or your Physician may request prior authorization from Blue Shield.

Coverage for selected Drugs may be limited to a specific quantity as described in "Limitation on Quantity of Drugs that May Be Obtained Per Prescription or Refill".

## Outpatient Drug Formulary

Medications are selected for inclusion in Blue Shield's Outpatient Drug Formulary based on safety, efficacy, FDA bioequivalency data and then cost. New drugs and clinical data are reviewed regularly to update the Formulary. Drugs considered for inclusion or exclusion from the Formulary is reviewed by Blue Shield's Pharmacy and Therapeutics Committee during scheduled meetings four times a year. The Formulary includes most Generic Drugs. The fact that a Drug is listed on the Blue Shield Formulary does not guarantee that a Member's Physician will prescribe it for a particular medical condition.

Members may access the Drug Formulary at <http://www.blueshieldca.com>. Members may also call Customer Service at the number provided on the back of this Evidence of Coverage and Health Service Agreement to inquire if a specific drug is included in the Formulary or to obtain a printed copy. Benefits may be provided for Non-Formulary Drugs subject to higher Copayments.

## Definitions

**Brand Name Drugs** — Drugs which are FDA approved either (1) after a new drug application, or (2) after an abbreviated new drug application and which has the same brand name as that of the manufacturer with the original FDA approval.

**Drugs** — (1) Drugs which are approved by the Food and Drug Administration (FDA), requiring a prescription either by Federal or California law, (2) Insulin, and disposable hypodermic Insulin needles and syringes, (3) pen delivery systems for the administration of Insulin as Medically Necessary, (4) diabetic testing supplies (including lancets, lancet puncture devices, blood and urine testing strips and test tablets), (5) over-the-counter (OTC) drugs with a United States Preventive Services Task Force (USPSTF) rating of A or B, (6) contraceptive Drugs and devices, including female OTC contraceptives when ordered by a Physician, (7) smoking cessation Drugs which require a prescription, (8) inhalers and inhaler spacers for the management and treatment of asthma.

Note: To be considered for coverage, all Drugs require a valid prescription by the Member's Physician.

**Formulary** — A comprehensive list of Drugs maintained by Blue Shield's Pharmacy and Therapeutics Committee for use under the Blue Shield Prescription Drug Program, which is designed to assist Physicians in prescribing Drugs that are Medically Necessary and cost effective. The Formulary is updated periodically.

**Generic Drugs** — Drugs that (1) are approved by the Food and Drug Administration (FDA) or otherwise authorized government agency as a therapeutic equivalent or authorized generic the Brand Name Drug, (2) contain the same active ingredient as the Brand Name Drug, and (3) typically cost less than the Brand Name Drug equivalent.

**Network Specialty Pharmacy** — select Participating Pharmacies contracted by Blue Shield to provide covered Specialty Drugs. These pharmacies offer 24-hour clinical services and provide prompt home delivery of Specialty Drugs.

To select a Specialty Pharmacy, you may go to <http://www.blueshieldca.com> or call the toll-free Member Services number on your Blue Shield Identification Card.

**Non-Formulary Drugs** — Drugs determined by Blue Shield's Pharmacy and Therapeutics Committee as products that do not have a clear advantage over formulary drug alternatives. Benefits may be provided for Non-Formulary Drugs and are always subject to the Non-Formulary Copayment.

**Non-Participating Pharmacy** — a pharmacy which does not participate in the Blue Shield Pharmacy Network.

**Participating Pharmacy** — a pharmacy which participates in the Blue Shield Pharmacy Network. These Participating Pharmacies have agreed to a contracted rate for covered prescriptions for Blue Shield Members. Note: the Mail Service Pharmacy is a Participating Pharmacy.

To select a Participating Pharmacy, you may go to <http://www.blueshieldca.com> or call the toll-free Member Services number on your Blue Shield Identification Card.

**Specialty Drugs** - Specialty Drugs are specific Drugs used to treat complex or chronic conditions which usually require close monitoring such as multiple sclerosis, hepatitis, rheumatoid arthritis, cancer, and other conditions that are difficult to treat with traditional therapies. Specialty Drugs are listed

in the Blue Shield Outpatient Drug Formulary. Specialty Drugs may be self-administered in the home by injection by the patient or family member (subcutaneously or intramuscularly), by inhalation, orally or topically. Infused or Intravenous (IV) medications are not included as Specialty Drugs. These Drugs may also require special handling, special manufacturing processes, and may have limited prescribing or limited pharmacy availability. Specialty Drugs must be considered safe for self-administration by Blue Shield's Pharmacy & Therapeutics Committee, be obtained from a Blue Shield Specialty Pharmacy and may require prior authorization for Medical Necessity by Blue Shield.

### **Obtaining Outpatient Prescription Drugs at a Participating Pharmacy**

To obtain Drugs at a Participating Pharmacy, the Member must present his Blue Shield Identification Card. Note: Except for covered emergencies, claims for Drugs obtained without using the Blue Shield Identification Card will be denied.

Benefits are provided for Specialty Drugs only when obtained from a Network Specialty Pharmacy, except in the case of an emergency. In the event of an emergency, covered Specialty Drugs that are needed immediately may be obtained from any Participating Pharmacy, or, if necessary from a Non-Participating Pharmacy.

The Member is responsible for paying the applicable Copayment for each new and refill prescription Drug at the time the Drug is obtained.

Special Note for contraceptive Drugs and devices: No Copayment will be assessed. However, if a Brand Name contraceptive Drug is requested when a Generic Drug equivalent is available, the Member will be responsible for paying the difference between the cost to Blue Shield for the Brand Name contraceptive Drug and its Generic Drug equivalent. In addition, select contraceptives may require prior authorization for Medical Necessity to be covered without a Copayment.

If the Participating Pharmacy contracted rate charged by the Participating Pharmacy is less than or equal to the Member's Copayment, the Member will only be required to pay the Participating Pharmacy contracted rate.

If this Outpatient Prescription Drug Benefit has a Brand Name Drug Deductible, you are responsible for payment of 100% of the Participating Pharmacy contracted rate for the Drug to the Blue Shield Participating Pharmacy at the time the Drug is obtained, until the Brand Name Drug Deductible is satisfied. (not applicable to contraceptive Drugs and devices).

If the Member requests a Brand Name Drug when a Generic Drug equivalent is available, and the Brand Name Drug Deductible has been satisfied (when applicable), the Member is responsible for paying the difference between the Participating Pharmacy contracted rate for the Brand Name Drug and its Generic Drug equivalent, as well as the applicable Generic Drug Copayment.

If the prescription specifies a Brand Name Drug and the prescribing Physician has written "Dispense As Written" or "Do Not Substitute" on the prescription, or if Generic Drug equivalent is not available, the Member is responsible for paying the applicable Brand Name Drug Copayment.

### **Obtaining Outpatient Prescription Drugs at a Non-Participating Pharmacy**

Drugs obtained at a Non-Participating Pharmacy are not covered, unless Medically Necessary for a covered emergency.

Reimbursement for covered emergency claims will be based upon the purchase price of the covered prescription Drug(s) less any applicable Copayment(s). Claims must be received within 1 year of the date of service to be considered for payment. Claim forms are available upon request from the Blue Shield Service Center. Submit a completed Prescription Drug Claim form noting "Emergency Request" on the form, to Blue Shield Pharmacy Services, P.O. Box 7168, San Francisco, CA 94120.

### **Obtaining Outpatient Prescription Drugs Through the Mail Service Prescription Drug Program**

When Drugs have been prescribed for a chronic condition and the Member's medication dosage has been stabilized, a Member may obtain the Drug through Blue Shield's Mail Service Prescription Drug Program by enrolling online or by phone or mail. Members should allow 14 days to receive the Drug. The Member's Physician must indicate a prescription quantity which is equal to the amount to be dispensed. Specialty Drugs, except for Insulin, are not available through the Mail Service Prescription Drug Program.

The Member is responsible for the applicable Mail Service Prescription Drug Copayment for each new or refill prescription Drug.

For information about the Mail Service Prescription Drug Program, Members may visit [www.blueshieldca.com](http://www.blueshieldca.com) or call Customer Service.

Special Note for contraceptive Drugs and devices: No Copayment will be assessed. However, if a Brand Name contraceptive Drug is requested when a Generic Drug equivalent is available, the Member will be responsible for paying the difference between the cost to Blue Shield for the Brand Name contraceptive Drug and its Generic Drug equivalent. In addition, select contraceptives may require prior authorization for Medical Necessity to be covered without a Copayment.

If the Participating Pharmacy contracted rate is less than or equal to the Member's Copayment, the Member will only be required to pay the Participating Pharmacy contracted rate.

If this Outpatient Prescription Drug Benefit has a Brand Name Deductible, you are responsible for payment of 100% of the Participating Pharmacy contracted rate for the Brand Name Drug to the Mail Service Pharmacy prior to your prescription being sent to you until the Brand Name Drug De-

ductible is satisfied (not applicable to contraceptive Drugs and devices.)

If the Member requests a Mail Service Brand Name Drug when a Mail Service Generic Drug is available, and the Brand Name Drug Deductible has been satisfied (when applicable), the Member is responsible for the difference between the contracted rate for the Mail Service Brand Name Drug and its Mail Service Generic Drug equivalent, as well as the applicable Mail Service Generic Drug Copayment.

If the prescription specifies a Mail Service Brand Name Drug and the prescribing Physician has written “Dispense As Written” or “Do Not Substitute” on the prescription, or if a Mail Service Generic Drug equivalent is not available, the Member is responsible for paying the applicable Mail Service Brand Name Drug Copayment.

### **Prior Authorization Process for Select Formulary, Non-Formulary and Specialty Drugs**

Select Formulary Drugs, as well as most Specialty Drugs may require prior authorization for Medical Necessity. Select contraceptives may require prior authorization for Medical Necessity in order to be covered without a Copayment. Select Non-Formulary Drugs may require prior authorization for Medical Necessity, and to determine if lower cost alternatives are available and just as effective. You or your Physician may request prior authorization by submitting supporting information to Blue Shield. Once all required supporting information is received, prior authorization approval or denial, based upon Medical Necessity, is provided within five business days or within 72 hours for an expedited review, unless state or federal law requires the prior authorization be completed within a shorter timeframe.

### **Limitation on Quantity of Drugs that May Be Obtained Per Prescription or Refill**

1. Outpatient Prescription Drugs are limited to a quantity not to exceed a 30-day supply, except as otherwise stated below. If a prescription Drug is packaged only in supplies exceeding 30 days, the applicable retail Copayment will be assessed for each 30 day supply. Some prescriptions are limited to a maximum allowable quantity based on Medical Necessity and appropriateness of therapy as determined by Blue Shield’s Pharmacy and Therapeutics Committee.
2. Initial prescriptions for select Specialty Drugs may be limited to a quantity not to exceed a 15 day supply. In such circumstances, the applicable Specialty Drug Copayment or Coinsurance will be pro-rated based on the number of days supply.

3. Mail Service Prescription Drugs are limited to a quantity not to exceed a 90-day supply. If the Member’s Physician indicates a prescription quantity of less than a 90-day supply, that amount will be dispensed, and refill authorizations cannot be combined to reach a 90-day supply.
4. Select over-the-counter (OTC) 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.
5. Prescriptions may be refilled at a frequency that is considered to be Medically Necessary.

### **Exclusions**

No benefits are provided under the Outpatient Prescription Drug Benefit for the following (please note, certain services excluded below may be covered under other benefits/portions of your Evidence of Coverage and Disclosure Form – you should refer to the applicable section to determine if drugs are covered under that Benefit):

1. Drugs obtained from a Non-Participating Pharmacy., except for Emergency coverage, and Drugs obtained outside of California which are related to an urgently needed service and for which a Participating Pharmacy was not reasonably accessible;
2. Any drug provided or administered while the Member is an Inpatient, or in a Physician’s office, Skilled Nursing Facility, or Outpatient Facility (see the Professional (Physician) Benefits and Hospital Benefits sections of your Evidence of Coverage and Disclosure Form);
3. Take home drugs received from a Hospital, Skilled Nursing Facility, or similar facility (see the Hospital Benefits and Skilled Nursing Facility Benefits sections of your Evidence of Coverage and Disclosure Form);
4. Drugs except as specifically listed as covered under this Outpatient Prescription Drug Supplement, which can be obtained without a prescription or for which there is a non-prescription drug that is the identical chemical equivalent (i.e., same active ingredient and dosage) to a prescription drug;

5. Drugs for which the Member is not legally obligated to pay, or for which no charge is made;
  6. Drugs that are considered to be experimental or investigational;
  7. Medical devices or supplies, except as specifically listed as covered herein (see the Durable Medical Equipment Benefits, Orthotics Benefits, and Prosthetic Appliances Benefits sections of your Evidence of Coverage and Disclosure Form). This exclusion also includes topically applied prescription preparations that are approved by the FDA as medical devices;
  8. Blood or blood products (see the Hospital Benefits (Facility Services) section of your Evidence of Coverage and Disclosure Form);
  9. Drugs when prescribed for cosmetic purposes, including but not limited to drugs used to retard or reverse the effects of skin aging or to treat hair loss;
  10. Dietary or Nutritional Products (see the Home Health Care Benefits, Home Infusion/Home Injectable Therapy Benefits, and PKU Related Formulas and Special Food Products Benefits section of your Evidence of Coverage and Disclosure Form);
  11. Any Drugs which are not self-administered. These medications may be covered under the Other Outpatient Services, Hospice Program Services Benefits, and the Family Planning and Infertility Services Benefits of the health plan;
  12. All Drugs for the treatment of infertility;
  13. Appetite suppressants or drugs for body weight reduction except when Medically Necessary for the treatment of morbid obesity. In such cases the drug will be subject to prior authorization from Blue Shield;
  14. Contraceptive injections and implants and any contraceptive drugs or devices which do not meet all of the following requirements: (1) are FDA-approved, (2) require a Physician's prescription, (3) are generally purchased at an outpatient pharmacy and, (4) are self-administered. Note: refer to your medical Benefits for coverage of other contraceptive methods;
  15. Compounded medications unless: (1) the compounded medication(s) includes at least one Drug, as defined, (2) there are no FDA-approved, commercially available medically appropriate alternative(s), (3) the Drug is self-administered and, (4) it is being prescribed for an FDA-approved indication;
  16. Replacement of lost, stolen or destroyed prescription Drugs;
  17. Pharmaceuticals that are reasonable and necessary for the palliation and management of Terminal Illness and related conditions if they are provided to a Member enrolled in a Hospice Program through a Participating Hospice Agency;
  18. Drugs prescribed for treatment of dental conditions. This exclusion shall not apply to antibiotics prescribed to treat infection nor to medications prescribed to treat pain;
  19. Drugs obtained from a Pharmacy not licensed by the State Board of Pharmacy or included on a government exclusion list, except for a covered Emergency;
  20. Drugs packaged in convenience kits that include non-prescription convenience items, unless the Drug is not otherwise available without the non-prescription components. This exclusion shall not apply to items used for the administration of diabetes or asthma Drugs.
  21. Repackaged prescription drugs (drugs that are repackaged by an entity other than the original manufacturer).
- See the Grievance Process portion of your Evidence of Coverage for information on filing a grievance, your right to seek assistance from the Department of Managed Health Care, and your rights to independent medical review.

## Supplement B — Substance Abuse Condition Benefits

### Summary of Benefits

Benefit	Member Copayment <sup>1</sup>	
Benefits are provided for Services for Substance Abuse Conditions (including Partial Hospitalization <sup>2</sup> ) as described in this Supplement.		
	<b><u>Shield Signature Level I MHSA Participating / Network Provider</u></b>	<b>Shield Signature Level II MHSA Participating Provider Outpatient Professional Services Provided in an Office Setting</b>
Hospital Facility Services		
Inpatient Services	Your Plan's Hospital Benefits (Facility Services), Inpatient Services Copayment	Not covered
Outpatient Services	Your Plan's Hospital Benefits (Facility Services), Outpatient Services, Services for illness or injury Copayment	Not covered
Partial Hospitalization <sup>2</sup>	Your Plan's Ambulatory Surgery Center Benefits Copayment applies per Episode	Not covered
Professional (Physician) Services		
Inpatient Services	Your Plan's Professional (Physician) Benefits, Inpatient Physician Benefits Copayment	Not covered
Outpatient Services	Your Plan's Professional (Physician) Benefits, office visits Copayment. Copayment waived for first 3 visits in a calendar year.	Your Plan's Professional (Physician) Benefits, office visits Copayment. Copayment waived for first 3 visits in a calendar year.

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

<sup>2</sup> Partial Hospitalization/Day Treatment Program is a treatment program that may be free-standing or Hospital-based and provides Services at least five (5) hours per day and at least four (4) days per week. Patients may be admitted directly to this level of care, or transferred from acute Inpatient care following acute stabilization.

In addition to the Benefits described in your *Evidence of Coverage Disclosure Form (EOC/DF)*, your Plan provides coverage for Substance Abuse Condition Services as described in this Supplement. All Services must be Medically Necessary. For a definition of Substance Abuse Condition, see the Definitions section of your EOC/DF. All Signature Level I Non-Emergency Substance Abuse Condition Services must be obtained from an MHSA Participating Provider.

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

Blue Shield of California has contracted with a Mental Health Services Administrator (MHSA) to administer and deliver Mental Health Services as well as the Substance Abuse Condition Services described in this Supplement. These Services are provided through a separate network of MHSA Participating Providers.

Note that MHSA Participating Providers are only those Providers who participate in the MHSA network and have contracted with the MHSA to provide substance abuse Services to Blue Shield Members. A Blue Shield Preferred/Participating Provider may not be an MHSA Partici-

pating Provider. MHSA Participating Providers agree to accept the MHSA's payment, plus your Copayment, as payment-in-full for covered substance abuse Services. This is not true of MHSA Non-Participating Providers; therefore, it is to your advantage to obtain substance abuse Services from MHSA Participating Providers.

It is your responsibility to ensure that the Provider you select for substance abuse Services is an MHSA Participating Provider. MHSA Participating Providers are indicated in the Blue Shield of California Behavioral Health Provider Directory. For questions about these Substance Abuse Conditions Benefits, or for assistance in selecting an MHSA Participating Provider, Members should call the MHSA at 1-877-263-9952.

Prior authorization from the MHSA is required for all non-Emergency or non-Urgent Services except that no prior authorization is required for Professional (Physician) Office Visit.

Prior to obtaining Non-Emergency Substance Abuse Condition Services, you or your Physician must call the MHSA at 1-877-263-9952 to obtain prior authorization.

This Benefit is subject to the general provisions, limitations and exclusions listed in your *Evidence of Coverage/Disclosure Form*.

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# Handy Numbers

If your family has more than one Blue Shield HMO Personal Physician, list each family Member's name with the name of his or her Physician.

*Family Member* \_\_\_\_\_

*Personal Physician* \_\_\_\_\_

*Phone Number* \_\_\_\_\_

*Family Member* \_\_\_\_\_

*Personal Physician* \_\_\_\_\_

*Phone Number* \_\_\_\_\_

*Family Member* \_\_\_\_\_

*Personal Physician* \_\_\_\_\_

*Phone Number* \_\_\_\_\_

*Important Numbers:*

*Hospital* \_\_\_\_\_

*Pharmacy* \_\_\_\_\_

*Police Department* \_\_\_\_\_

*Ambulance* \_\_\_\_\_

*Poison Control Center* \_\_\_\_\_

*Fire Department* \_\_\_\_\_

*General Emergency* \_\_\_\_\_ **911** \_\_\_\_\_

*Shield Signature Member Services  
Department (See back page of this booklet)* \_\_\_\_\_

*For Mental Health Services and information, call the MHSA at 1-877-263-9952.*

For information contact your appropriate Blue Shield of California location.

Members may Member Services toll free at:

1-800-642-6155

The hearing impaired may call Blue Shield's Member Services Department through Blue Shield's toll-free  
TTY number at: 1-800-241-1823

For Prior authorization: Please call the Member Services telephone number indicated on the  
back of the member's identification card.

Please direct correspondence to:

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



