



P.O. BOX 2080
Oakland, CA 94604-9716

SISC/RIO SCHOOL DISTRICT
ATTN: NICOLE HENRY
1800 SOLAR DR
OXNARD CA 93030-2655

April 25, 2023

RE: Updates to the 2022 Evidence of Coverage (EOC) for SISC/RIO SCHOOL DISTRICT (W0072561)
SISC Custom HMO Zero Admit 10 FI

Dear Group Administrator,

Blue Shield of California has made updates to plans that went into effect earlier this year due to changes in federal and state laws. As the Group Administrator, it is your responsibility to communicate this information to the enrollees in each plan. The enclosed endorsement(s), contains changes to the language of the Evidence of Coverage (EOC) for each plan. Please refer to the endorsement(s) for details and keep these documents with the rest of your group's plan materials for future reference.

Follow-up information

The enclosed endorsement(s) contains the amended pages to the EOC for each plan. For a complete EOC, please visit blueshieldca.com/policies. Plan enrollees with questions may call the customer service number on their member ID card.

Thank you for choosing Blue Shield of California.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Lieb".

Tim Lieb
SVP, Commercial Markets

**Blue Shield of California
Endorsement to your HMO Plan**

This Endorsement should be attached to, and is made part of, your Blue Shield of California Evidence of Coverage (EOC). Please retain it for your records.

Effective **January 1, 2022**, your Evidence of Coverage is amended as described below. For ease of review, strikethroughs indicate deleted text and underlining indicates added text.

1. The following revisions have been made to the **Non-Participating Providers** section:

Non-Participating Providers do not have a contract with Blue Shield to accept Blue Shield's Allowed Charges as payment in full for Covered Services. Except for Emergency Services, Urgent Services, and services received at a Participating ~~Hospital Provider facility~~ (Hospital, Ambulatory Surgery Center, laboratory, radiology center, imaging center, or certain other outpatient settings), under certain conditions, this plan does not cover services from Non-Participating Providers.

Non-Participating Providers at a Participating Provider facility

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

2. The following revisions have been made to the **Continuity of care** section:

Continuity of care may be available if:

- ~~• Your provider leaves your Medical Group during your care;~~
- ~~• Your MHPA Participating Provider becomes an MHPA Non-Participating Provider during your care;~~
- Blue Shield, the Medical Group, or the MHPA no longer contracts with your Former Participating Provider for the services you are receiving;
- You are a newly-covered Member whose coverage choices do not include out-of-network Benefits; or
- You are a newly-covered Member whose previous health plan was withdrawn from the market.

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

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

authorized, you may continue to see the Former Non-Participating Provider at the Participating Provider Cost Share, for:

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

3. The following revisions have been made to the **When coverage ends** section:

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

4. The following revisions have been made to the **Emergency Benefits** section:

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

5. The following revisions have been made to the **Grievance process** section:

If your Employer selected the optional Prescription Drug Benefits Rider, and Blue Shield denies an exception request for coverage of a non-Formulary Drug or step therapy, you may ~~submit a grievance requesting~~ request an external exception request review. Blue Shield will ensure a decision within 72 hours. Blue Shield will make a decision within 24 hours when there are exigent circumstances related to denial of an exception request for a non-Formulary Drug or step therapy.

6. The following revisions have been made to the **Non-participating providers outside of California** section of the **BlueCard® Program** section:

Coverage for health care services provided outside of California and within the BlueCard® Service Area by non-participating providers is limited to Out-of-Area Covered Health Care Services. The amount you pay for such services will normally be based on either the Host Blue's non-participating provider local payment or the pricing arrangements required by applicable state or federal law. In these situations, you will be responsible for any difference between the amount that the non-participating provider bills and the payment Blue Shield will make for Out-of-Area Covered Health Care Services as described in this paragraph.

- o The Employer has terminated its contract with Blue Shield; and
- o The Employer currently contracts with a new health plan (insurer) that does not include the Blue Shield Participating Provider or the MHSA Participating Provider in its network; and
- o At the time of the Employer's contract termination you were receiving Covered Services from that provider for one of the conditions listed in the *Continuity of care with a Former Participating Provider* table in the *Continuity of care* section.

10. The following revisions have been made to the **Reasonable and Customary** definition:

In California: the lower of the provider's billed charge or the amount established by Blue Shield pursuant to applicable state and federal law to be the reasonable and customary value for the services rendered by a Non-Participating Provider.

Outside of California: the lower of the provider's billed charge or the Participating Provider Cost Share for Emergency Services as shown in the Summary of Benefits or if applicable, the amount determined under state and federal law.

11. The following revisions have been made to the **Notices about your plan** section:

Notice about plan Benefits: Benefits are only available for services and supplies you receive while covered by this plan. You do not have the right to receive the Benefits of this plan after coverage ends, except as specifically provided under the *Extension of Benefits* section and, when applicable, the *Continuity of care and Continuation of group coverage* sections.

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1. The following revisions have been made to the **Teladoc** section in the **Other ways to access care** section:

Teladoc, a Third-Party Corporate Telehealth Provider, provides primary care and behavioral health consultations by phone or online.

2. The following revisions have been made to the **Telebehavioral health services** section in the **Other ways to access care** section:

Online telebehavioral health services for Mental Health and Substance Use Disorders are available through MHSAs Participating Providers and are a Covered Service regardless of your age. Telebehavioral health includes counseling services, psychotherapy, and medication management with a mental health provider. If you are currently receiving telebehavioral health services for Mental Health and Substance Use Disorders, you can continue to receive those services with the MHSAs Participating Provider rather than switching to a Third-Party Corporate Telehealth Provider. Visit blueshieldca.com and click on Find a Doctor to access the MHSAs network.

3. The following revisions have been made to the **Diagnostic X-ray, imaging, pathology, laboratory, and other testing services** section:

Benefits include:

- Diagnostic and therapeutic imaging services, such as X-rays and ultrasounds;
- Radiological and nuclear imaging, including CT, PET, and MRI scans;
- COVID-19 diagnostic testing, screening testing, and related healthcare services. Note, Medical Necessity requirements do not apply for COVID-19 screening testing;
- Reimbursement for over-the-counter at-home COVID-19 tests. The reimbursement is allowed for up to 8 tests per Member per month. See the *Claims for Emergency or Urgent Services* section for information about how to submit a claim for repayment for this Benefit;
- Sexually transmitted disease home testing kits, including any laboratory costs of processing the kit. A Physician or other Health Care Provider's order must be provided for coverage;

- Screening for cancer, such as colorectal cancer, cervical cancer, breast cancer, and prostate cancer;
- Screening for HPV;
- Screening for osteoporosis; and
- Health education;
- Immunizations recommended by either the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention, or the most current version of the Recommended Childhood Immunization Schedule/United States, jointly adopted by the American Academy of Pediatrics, the Advisory Committee on Immunization Practices, and the American Academy of Family Physicians;
- Evidence-informed preventive care and screenings for infants, children, and adolescents as listed in the comprehensive guidelines supported by the Health Resources and Services Administration, including screening for risk of lead exposure and blood lead levels in children at risk for lead poisoning;
- Adverse Childhood Experiences screenings;
- California Prenatal Screening Program; and
- Additional preventive care and screenings for women not described above as provided for in comprehensive guidelines supported by the Health Resources and Services Administration. See the Family planning Benefits section for more information.

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

5. The following revisions have been made to item 14/15 in the **General exclusions and limitations** section:

Home testing devices and monitoring equipment. This exclusion does not apply to COVID-19 at-home testing kits, sexually transmitted disease home testing kits, or to items specifically described in the *Durable medical equipment* or *Diabetes care services* sections.

6. The following definitions have been added to the **Definitions** section:

Adverse Childhood Experiences – An event, series of events, or set of circumstances that is experienced by an individual as physically or emotionally harmful or threatening and that has lasting adverse effects on the individual's functioning and physical, social, emotional, or spiritual well-being.

Third-Party Corporate Telehealth Provider – A corporation directly contracted with Blue Shield that provides health care services exclusively through a telehealth technology platform and has no physical location at which a Member can receive services.

The confidential communication request shall apply to all communications that disclose medical information or provider name and address related to receipt of medical services by the individual requesting the confidential communication.

A confidential communication request may be submitted in writing to Blue Shield of California at the mailing address, email address, or fax number at the bottom of this page. A confidential communication form, available by going to blueshieldca.com/privacy and clicking on "privacy forms," may be used when submitting a confidential communication request in writing, but it is not required.

Once in place, a valid confidential communication request prevents Blue Shield from: 1. Requiring the protected individual to obtain the primary Subscriber's or other enrollee's authorization to receive sensitive services or submit a claim for sensitive services if the protected individual has the right to consent to care; and 2. Disclosing medical information relating to sensitive health services provided to a protected individual to the primary Subscriber or any plan enrollees other than the protected individual receiving care, absent an express written authorization of the protected individual receiving care.

You may return this completed and signed form via any of these options:

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

Email: privacy@blueshieldca.com

Fax: 1-800-201-9020