

Shield Spectrum PPOSM Plan 2000

Evidence of Coverage and Health Service Agreement

Effective Date: January 1, 2007

Individual and Family Plans

An Independent Member of the Blue Shield Association

For routine eye refraction, surgery to correct refractive error (such as but not limited to radial keratotomy / refractive keratoplasty);

For eye glasses, and contact lenses except as specifically listed in the section entitled PROSTHETIC APPLIANCES AND DURABLE MEDICAL EQUIPMENT, or hearing aids;

For or incident to acupuncture;

For or incident to Speech Therapy, speech correction or speech pathology or speech abnormalities that are not likely the result of a diagnosed, identifiable medical condition, injury or illness except as specifically listed under Home Health Care, Home Infusion Care, and PKU Related Formulas and Special Food Products, and Speech Therapy Benefits;

3. For or incident to vocational, educational, recreational, art, dance, reading or music therapy; weight control programs; or exercise programs;

1. For transgender or gender dysphoria conditions, including but not limited to, intersex surgery (transsexual operations), or any related services, or any resulting medical complications, except for treatment of medical complications that are Medically Necessary;

2. For callus, corn paring or excision, toenail trimming and except as may be provided through a Participating Hospice Agency; treatment (other than surgery) of chronic conditions of the foot, e.g., weak or fallen arches; flat or pronated foot; pain or cramp of the foot; for special footwear required for foot disfigurement (e.g., non-custom made or over-the-counter shoe inserts or arch supports), except as specifically listed under Orthoses Benefits a Diabetes Care; bunions; muscle trauma due to exertion; or any type of massage procedure on the foot;

13. Which are Experimental or Investigational in Nature, except for Services for Persons who have been accepted into an approved clinical trial for cancer as provided under Clinical Trial for Cancer;

14. For learning disabilities or behavioral problems;

15. For or incident to hospitalization primarily for radiological, laboratory, or any other diagnostic studies or medical observation;

16. For convenience items such as telephones, TVs, guest trays, and personal hygiene items;

17. For Cosmetic Surgery or any resulting complications; except that 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 Blue Shield of California Physician consultant. Without limiting the foregoing, no benefits will be provided for the following surgeries or procedures:

- Lower eyelid blepharoplasty;
- Spider veins;
- Procedures to smooth the skin (i.e. chemical peels, laser resurfacing, or abrasive procedures);
- Hair removal by electrolysis or other means; and
- Reimplantation of breast implants originally provided for cosmetic augmentation;

18. Incident to an organ transplant, except as specifically listed;

19. For or incident to the reversal of surgical sterilization, or any complications of this procedure;

20. For infertility, in vitro fertilization; Gamete Intrafallopian Transfer (G.I.F.T.) procedure or any other form of induced fertilization, artificial insemination, or services incident to or re-

sulting from procedures for a surrogate mother who is otherwise not eligible for covered Pregnancy and Maternity Care under a Blue Shield of California Health Plan;

pk. Since it is eligible for pregnancy,

payment for such Services, it shall be entitled to establish a lien upon such other benefits up to the amount paid by Blue Shield of California for the treatment of such injury or disease;

21. For Papanicolaou (Pap) Tests or other FDA (Food and Drug Administration) approved cervical cancer screening tests, mammography and colorectal cancer screenings, except as specifically listed;
22. For routine health appraisals, well-baby care, vision and hearing tests, physical examinations and immunizations, except as specifically listed under Preventive Care or for immunizations and vaccinations by any mode of administration (oral, injections, or otherwise) solely for the purpose of travel, or for physical examinations required for licensure, employment, or insurance unless the examination is substituted for the Annual Physical Examination;
23. For or incident to sexual dysfunction, sexual inadequacies; except as provided for treatment of organically based conditions;
24. For or incident to family planning, except as specifically listed;
25. 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 the Medical Treatment of Teeth, Gums, Jaw Joints or Jaw Bones Benefit and Hospital Benefit;
26. Performed by a Close Relative or by a person who ordinarily resides in the Subscriber's or Dependent's home;
27. 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 of California provides
28. In connection with private duty nursing, except as provided under the Home Health Care / Home Infusion Care / and PKU Related Formulas and Special Food Products covered services and except as provided through a Participating Hospice Agency;
29. For substance abuse treatment or rehabilitation on an inpatient, partial hospitalization or outpatient basis, except as specifically listed;
30. For Outpatient Mental Health Services, except as specifically listed under Mental Health and Substance Abuse Services;
31. For penile implant devices and surgery and any related Services, except for any resulting complications and Medically Necessary services as provided under Reconstructive Surgery Benefits;
32. For which the Person is not legally obligated to pay or Services for which no charge is made to the Person;
33. For Reconstructive Surgery, except as specifically listed;
34. For or incident to Out-of-Country services; for medical equipment, drugs and other substances obtained outside the United States except as provided for covered emergency or urgent care;
35. For Reconstructive Surgery and procedures in situations: 1) where there is another more appropriate surgical procedure that is approved by a Blue Shield of California physician consultant, or 2) when the surgery or procedure offers only a minimal improvement in function or in the appearance of the enrollees, e.g., spi-

listing of Blue Shield of California Preferred Physicians and Preferred Hospitals may be viewed by accessing Blue Shield of California's Internet site located at <http://www.blueshieldca.com>. An extra copy is available upon request by calling Blue Shield of California at 1-800-200-3242, or writing to:

Blue Shield of California
PO Box 272540
Chico, CA 95927-2540

If the inability to perform by a Preferred Provider, the breach of the contract to furnish Services by a Preferred Provider, or the termination of a Preferred Provider's contract with Blue Shield of California may materially and adversely affect the Person, Blue Shield of California will, within a reasonable time, advise the Person in writing of such inability to perform, breach, or termination.

Plan Interpretation

Blue Shield of California shall have the power and discretionary authority to construe and interpret the provisions of this Agreement, to determine the benefits of this Agreement and determine eligibility to receive benefits under this Agreement. Blue Shield of California shall exercise this authority for the benefit of all Persons entitled to receive benefits under this Agreement.

Acts of Third Parties

If a covered Person is injured through the act or omission of another person (a "third party"), Blue Shield of California shall, with respect to services required as a result of that injury, provide the benefits of this Agreement and have an equitable right to restitution or other available remedy to recover the reasonable costs of the Services provided to the covered Person paid by Blue Shield of California on a fee-for-service basis. The covered Person is required to:

1. Notify Blue Shield of California in writing of any actual or potential claim or legal action which such covered person anticipates bringing or has brought against the third party arising from the alleged acts or omissions causing the injury or illness, not later than 30 days after submitting or filing a claim or legal action against the third party; and
2. Agrees in writing to fully cooperate with Blue Shield of California to execute any forms or

documents needed to assist them in exercising their equitable right to restitution or other available remedies; and

3. Provide Blue Shield of California with a lien, in the amount of reasonable costs of benefits provided, calculated in accordance with California Civil Code section 3040. The lien may be filed with the third party, the third party's agent or attorney, or the court, unless otherwise prohibited by law.

A covered Person's failure to comply with items one (1) through three (3) above, shall not in any way act as a waiver, release, or relinquishment of the rights of Blue Shield of California.

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

Entire Agreement: Changes

This Agreement, including the appendices, constitutes the entire agreement between parties. Any statement made by a Person shall, in the absence of fraud, be deemed a representation and not a warranty. No change in this Agreement shall be valid unless approved by a corporate officer of Blue Shield of California and a written endorsement issued. No representative has authority to change this Agreement or to waive any of its provisions.

Endorsements and Appendices

Attached to and incorporated in this Agreement by reference are appendices pertaining to deductibles and dues. Endorsements may be issued from time to time subject to the notice provisions in the section entitled DURATION OF THE AGREEMENT. Nothing contained in any endorsement shall affect this Agreement, except as expressly provided in the endorsement.