California Region Kaiser Permanente Group Enrollment Form

Please print or type in black ink only. Make a copy for your records.

PLAN B - DEDUCTIBLE PLAN ONLY

TO BE COMPLETED BY EMPLOYER:						
District Name:				Hire Date	(mm/dd/yyyy)	
Medical Group Number:	Enrol	lment Unit:		Effective (mm/dd/)	Enrollment Dat /yyy)	te
Complete this section ONLY if dental, vision a	and/or life insurance	e is offered thr	ough SISC:			
Delta Dental Group#:	Vision Group#:		SISC Lit	fe Ins Group#: Emp	oloyee Only	
A. ENROLLMENT: New group: Yes 🗋 🗋 No						
□ New Hire (complete sections A, B, C, D) □ Full Time □ Part Time □ Open Enrollment (complete sections A, B, C, D) Health Plan (Check one) □ HMO Plan □ Deductible Plan □ Other						
Loss of Other Coverage (complete sec	tions A, B, C, D)	D 0	ther (please speci	fy)		
Event Date (mm/dd/yyyy)	-					
B. EMPLOYEE: Have you ever been a Kaise	r Permanente me	mber?	Yes [No		
Medical Record No. (if known)		Social Secu	rity No.			Gender M F
Name (Last, First, MI)		Birth Date (r	mm/dd/yyyy)			
Home Address		City			State	ZIP
Work Phone		Home Phon	e	Email		
Ethnicity Preferred Language						
C. FAMILY For additional dependents atta	ch a separate she	et with emplo	oyee's name at top	. (Last, First, MI)		
🗋 Add 🗋 Spouse 🗋 Domestic partner		Med	🗋 Den 🗋 Vision	Social Security		
Spouse/domesticA æd ^¦A æ ^K				Birth Date (mm.	/dd/yyyy)	
Gender: Male Female				Medical Record		
🗋 Add 🗋 Son 📋 Daughter		∎Med	Den Vision	Social Security		
Dependent name:				Birth Date (mm.	/dd/yyyy)	
				Medical Record		
□ Add □ Son □ Daughter		⊡Med	Den Dision	Social Security		
Dependent name:				Birth Date (mm.		
				Medical Record		
Add Son Daughter		🗋 Med	🗋 Den 🗋 Vision	Social Security		
Dependent name:				Birth Date (mm		
				Medical Record	d No.	
Do any of dependents above live at another			f yes, complete the	e following:		
Name (Last, First, MI):	Add	ress:				

D. Kaiser Foundation Health Plan Arbitration Agreement

I understand that (except for Small Claims Court cases, claims subject to a Medicare appeals procedure or the ERISA claims procedure regulation, and any other claims that cannot be subject to binding arbitration under governing law) any dispute between myself, my heirs, relatives, or other associated parties on the one hand and Kaiser Foundation Health Plan, Inc. (KFHP), any contracted health care providers, administrators, or other associated parties on the other hand, for alleged violation of any duty arising out of or related to membership in KFHP, including any claim for medical or hospital malpractice (a claim that medical services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the coverage for, or delivery of, services or items, irrespective of legal theory, must be decided by binding arbitration under California law and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration provision is contained in the *Evidence of* Coverage.

Signature required for all Kaiser Permanente Plans

(Excluding KPIC PPO, KPIC OOA, and KPIC Dental Plans)

*Disputes arising from fully-insured Kaiser Permanente Insurance Company (KPIC) coverage are not subject to binding arbitration1) the Preferred Provider Organization (PPO) and the

Date

Out-of Network portion of the Point of Service (POS) plans; 2) Preferred Provider Organization (PPO) plans; 3) Out of Area Indemnity (OOA) plans; and 4) KPIC Dental plans.





Dependent Eligibility Documentation Chart

The following verification documents are required to enroll a dependent in health benefit plans. SISC requires the Social Security Numbers for all dependents to be covered on the plans and SISC reserves the right to request additional documentation to substantiate eligibility.

DEPENDENT TYPE	REQUIRED DOCUMENTATION
Spouse	• Prior year's Federal Tax Form that shows the couple was married (financial information may be blocked out)
	• For <u>newly married</u> couples where the prior year tax return is not available a marriage certificate will be acceptable
Domestic Partner	 Certificate of Registered Domestic Partnership issued by State of California (AB205 Compliant)
Children, Stepchildren, and/or Adopted Children up to age 26	 Legal Birth Certificate or Hospital Birth Certificate (to include full name of child, parent(s) name & child's DOB)
	Legal Adoption Documentation
Legal Guardianship up to <u>age 18</u>	Legal Court Documentation establishing Guardianship
Dischlad Descardents over 20	 Anthem Blue Cross (All items listed below are required) Legal Birth Certificate or Hospital Birth Certificate (to include full name of child, parent(s) name & child's DOB) Prior year's Federal Tax Form that shows child is claimed as an IRS dependent (income information may be blocked out) Proof of 6 months prior creditable coverage Completed Anthem Disabled Dependent Certification Form
Disabled Dependents <u>over age 26</u>	 Kaiser (All items listed below are required) Legal Birth Certificate or Hospital Birth Certificate (to include full name of child, parent(s) name & child's DOB) Prior year's Federal Tax Form that shows child is claimed as an IRS dependent (income information may be blocked out) Proof of 6 months prior creditable coverage Completed Disabled Dependent Enrollment Application Most recent Kaiser Certification notice (if available)

Disclosure Form Part One

SISC-SELF INSURED SCHOOLS OF CALIFORNIA Home Region: California

Principal benefits for Kaiser Permanente Deductible HMO Plan

Accumulation Period

The Accumulation Period for this plan is January 1 through December 31.

Out-of-Pocket Maximums and Deductibles

For Services that apply to the Plan Out-of-Pocket Maximum, you will not pay any more Cost Share for the rest of the Accumulation Period once you have reached the amounts listed below.

For Services that are subject to the Plan Deductible or the Drug Deductible, you must pay Charges for covered Services you receive during the Accumulation Period until you reach the deductible amounts listed below. All payments you make toward your deductibles apply to the Plan Out-of-Pocket Maximum amounts listed below.

toward your deddotibles apply to the r				
Amounto Den Assemulation Denis I	Self-Only Coverage	Family Coverage	Family Coverage	
Amounts Per Accumulation Period	(a Family of one Member)	Each Member in a Family	Entire Family of two or	
Plan Out-of-Pocket Maximum	\$3,000	of two or more Members \$3,000	more Members \$6,000	
Plan Deductible	\$3,000	<u>\$3,000</u> \$1,000	\$0,000	
Drug Deductible	None	None	None	
	None		None	
Plan Provider Office Visits		You Pay		
Most Primary Care Visits and most Nor				
Most Physician Specialist Visits				
Routine physical maintenance exams,				
Well-child preventive exams (through a Scheduled prenatal care exams				
Routine eye exams with a Plan Optom			No charge (Plan Deductible doesn't apply) No charge (Plan Deductible doesn't apply)	
Urgent care consultations, evaluations				
Most physical, occupational, and speed				
			detible doesn't apply)	
Telehealth Visits		You Pay		
Primary Care Visits and Non-Physician			tible decen't apply)	
video				
Physician Specialist Visits by interactiv				
Primary Care Visits and Non-Physician			No charge (Plan Deductible doesn't apply)	
Physician Specialist Visits by telephone			No charge (Plan Deductible doesn't apply)	
Outpatient Services		You Pay		
Outpatient surgery and certain other ou	utpatient procedures	20% Coinsurance after	No charge (Plan Deductible doesn't apply)	
Most immunizations (including the vace				
Most X-rays and laboratory tests Preventive X-rays, screenings, and laboratory tests as described in			n Deductible doesn't apply)	
		tible decer't early)		
the EOC				
MRI, most CT, and PET scans			20% Coinsurance up to a maximum of \$50 per procedure (Plan Deductible doesn't apply)	
Hospitalization Services		You Pay	You Pay	
Room and board, surgery, anesthesia,	X-rays, laboratory tests, and			
drugs			Plan Deductible	
Emergency Health Coverage		You Pay		
Emergency Department visits		20% Coinsurance after	Plan Deductible	
Note: If you are admitted directly to the				
instead of the Emergency Department	instead of the Emergency Department Cost Share (see "Hospitalization Services" for inpatient Cost Share)			
Ambulance Services		You Pay		
Ambulance Services		\$150 per trip (Plan Ded	uctible doesn't apply)	
Prescription Drug Coverage		You Pay		
Covered outpatient items in accord with				
Most generic items (Tier 1) at a Plan			supply (Plan Deductible	
Most generic (Tier 1) refills through o	ur mail-order service		supply (Plan Deductible	
		doesn't apply)		

Disclosure Form Part One	(continued)
Prescription Drug Coverage	You Pay
Most brand-name items (Tier 2) at a Plan Pharmacy	\$30 for up to a 30-day supply (Plan Deductible doesn't apply)
Most brand-name (Tier 2) refills through our mail-order service	\$60 for up to a 100-day supply (Plan Deductible doesn't apply)
Most specialty items (Tier 4) at a Plan Pharmacy	\$30 for up to a 30-day supply (Plan Deductible doesn't apply)
Durable Medical Equipment (DME)	You Pay
DME items as described in the EOC	20% Coinsurance (Plan Deductible doesn't apply)
Mental Health Services	You Pay
Inpatient psychiatric hospitalization	20% Coinsurance after Plan Deductible
Individual outpatient mental health evaluation and treatment	
Group outpatient mental health treatment	
Substance Use Disorder Treatment	You Pay
Inpatient detoxification	20% Coinsurance after Plan Deductible
Individual outpatient substance use disorder evaluation and treatment Group outpatient substance use disorder treatment	\$20 per visit (Plan Deductible doesn't apply)\$5 per visit (Plan Deductible doesn't apply)
Home Health Services	You Pay
Home health care (up to 100 visits per Accumulation Period)	
Other	You Pay
Hearing aids every 36 months	Amount in excess of \$500 Allowance per aid (Allowance not subject to Plan Deductible)
Skilled nursing facility care (up to 100 days per benefit period)	20% Coinsurance (Plan Deductible doesn't apply)
Prosthetic and orthotic devices as described in the EOC	No charge (Plan Deductible doesn't apply)
Services to diagnose or treat infertility and artificial insemination (such	
as outpatient procedures or laboratory tests) as described in the	the Cost Share you would pay if the Services were
EOC Assisted reproductive technology ("ART") Services	to treat any other condition Not covered
Hospice care	No charge (Plan Deductible doesn't apply)

Chiropractic and Acupuncture Coverage (through ASH Plans)

You Pay

The list of Participating Providers is available on the ASH Plans website at **www.ashlink.com/ash/kp** or from the ASH Plans Customer Service Department at **1-800-678-9133**. The list of Participating Providers is subject to change at any time without notice.

This is a summary of the most frequently asked-about benefits. This chart does not explain benefits, Cost Share, out-ofpocket maximums, exclusions, or limitations, nor does it list all benefits and Cost Share amounts. For a complete explanation, please refer to the *EOC*. Please note that we provide all benefits required by law (for example, diabetes testing supplies).

KAISER PLANS AVAILABLE TO SJECCD ASSOCIATE FACULTY

Benefits	
Calendar Year Deductible	
Annual Out-of-Pocket Maximum	
MAJOR MEDICAL	
Physician/Specialist Office Visit	
Preventive Care	
Hospitalization - Inpatient	
Hospitalization - Outpatient Surgery	
Ambulance	
Emergency Room	
Chiropractic	(
Acupuncture	(1
Durable Medical Equipment	
Skilled Nursing Facility	
Home Health Services	
PRESCRIPTION DRUGS	
Retail - up to 100 day supply	
Mail Order - up to 100 day supply	
Rates	
Employee only	

Rates
Employee only
Employee + Spouse
Employee + Child(ren)
Family

Kaiser - Part-Time Actives (SISC)
\$10 HMO
Current / Renewal
None
\$1,500 / \$3,000
\$10 Copay
No Сорау
No Сорау
\$10 Copay / Procedure
\$50 / trip
\$100 / Visit (Waived if Admitted)
\$10 Copay
(Up to combined 30 Chiro/Acu visits per year)
\$10 Copay
(Up to combined 30 Chiro/Acu visits per year)
No Copay
No Сорау
100 Davs Max/Benefit Period
No Copay
100 Visits Max/Calendar Year
Generic / Brand
\$10 / \$10
\$10 / \$10

10/1/2023
\$954.00
\$1,994.00
\$1,650.00
\$2,852.00

Kaiser - Part-Time Actives (SISC) DHMO 1000			
Option 1			
\$1,000 / \$2,000			
\$3,000 / \$6,000			
\$20 Copay			
No Copay (ded waived)			
20%			
20%			
\$150 / trip			
20% (Waived if Admitted)			
\$10 Copay			
(Up to combined 30 Chiro/Acu visits per year)			
\$10 Copay			
(Up to combined 30 Chiro/Acu visits per year)			
20%			
No Copay (ded waived)			
100 Visits Max/Benefit Period			
No Copay (ded waived)			
100 Visits Max/Calendar Year			
Generic / Brand			
\$10 / \$30			
\$20 / \$60			

10/1/2023	
\$831.00	
\$1,737.00	
\$1,438.00	
\$2,485.00	



Associate Faculty Medical Coverage Frequently Asked Questions (FAQ) January 25, 2024

Are Associate Faculty eligible for medical coverage?

• Yes, those Associate Faculty who are assigned and maintain a .40 workload or greater for the semester that certify they have no other coverage are eligible to enroll.

What medical plans are available to eligible Associate Faculty? (See hyperlink on District office benefits tab)

• Remember you have access to set up a flexible spending out to offset certain out of pocket expenses

When is the Associate Faculty enrollment period?

• Enrollment period begins after the first full week of the Spring and Fall semesters and runs for approximately two weeks. Emails regarding enrollment window are only sent to an Associate Faculty through their campus email (ex. @evc.edu or @sjcc.edu)

What is the Associate Faculty coverage period?

- Spring semester, March 1st through August 31st
- Fall semester, September 1st through February 28 (or 29 in leap year)

Is there a cost me?

- As of March 1st, eligible Associate Faculty members will be fully covered for employeeonly premium beginning spring 2024
- Associate faculty who are eligible for health benefits shall have the option to add coverage for eligible dependents at the employee's cost
- Effective September 1, 2024, the District will pay the cost for eligible dependents coverage at 50% of the premium cost

If I am covered elsewhere and my coverage ends, how do I enroll in the District's plan?

- Under HIPAA you have 30 calendar days to notify the Benefits Coordinator, Michelle McKay, <u>michelle.mckay@sjeccd.edu</u>, and provide proof of loss of benefit coverage
- If eligible, your coverage under the District's plan will become effective first of the month after your previous coverage ends

What documentation do I need to provide to enroll dependents? (See hyperlink on District office benefits tab)

Who am I eligible to cover as a dependent?

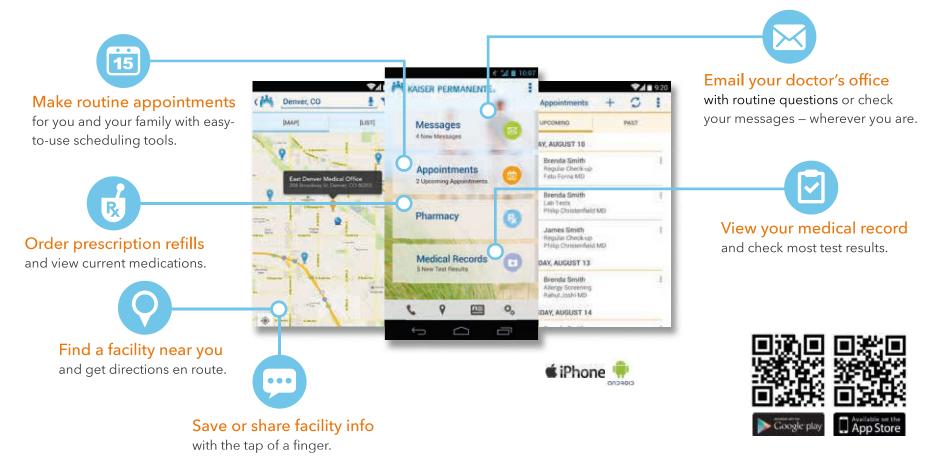
• Spouse, same and opposite sex domestic partner registered with the state of California, biological, step and adopted children to the age of 26; court appointed and/or foster children to age 18

Can I enroll in dental or vision?

• No, however you may be able to purchase a private plan directly from the carriers including Delta Dental

Take control of your health with our mobile apps

The new Kaiser Permanente app and an updated version of **m.kp.org** put your favorite features of My Health Manager in the palm of your hand. With alternate ways to communicate with caregivers, it's not only easier to engage in your own well-being – you can also avoid unnecessary office visits and time away from work.



Download the Kaiser Permanente app today, or visit **m.kp.org** to learn more.

Some features are only available for care and services received at Kaiser Permanente facilities.



kp.org

A suite of apps for health on the go



Go the extra mile with Every Body Walk!

Track all aspects of your walks, including distance, time, and calories burned. You can watch your progress, save your walking history for future reference, and share your walks with friends and family via Facebook and Twitter.





Manage your spending with KP Balance Tracker

Track health care spending while you're on the go. With the Balance Tracker app, you can manage your health reimbursement arrangement (HRA), health savings account (HSA), or flexible spending account (FSA) – no matter where you are.*



*Not available in all regions.

Kaiser Foundation Health Plan, Inc., in Northern and Southern California and Hawaii • Kaiser Foundation Health Plan of Colorado • Kaiser Foundation Health Plan of Georgia, Inc., Nine Piedmont Center, 3495 Piedmont Road NE, Atlanta, GA 30305, 404-364-7000 • Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., in Maryland, Virginia, and Washington, D.C., 2101 E. Jefferson St., Rockville, MD 20852 • Kaiser Foundation Health Plan of the Northwest, 500 NE Multnomah St., Suite 100, Portland, OR 97232.





eat breathe dream fitness...

The Active&Fit Direct[™] program allows you to choose from 9,000+ participating fitness centers and YMCAs nationwide for \$25 a month (plus a \$25 enrollment fee and applicable taxes).

The program offers:

- Online directory maps and locator for fitness centers (available on any device)
- A free guest pass to try out a fitness center before enrolling (where available)
- The option to switch fitness centers to make sure you find the right fit
- Online fitness tracking from a wide variety of popular wearable fitness devices, apps, and exercise equipment

To enroll, visit SpecialOffers by logging in to **www.kp.org/activeandfit** and clicking on Discounts.



Your Kaiser Permanente CHIROPRACTIC and ACUPUNCTURE benefits

When you need chiropractic or acupuncture care, follow these simple steps:

1. Find an ASH Plans Participating Provider near you:

- Go to ashlink.com/ash/kp, or
- Call **1-800-678-9133** (TTY **711**), Monday through Friday, from 5 a.m. to 6 p.m. Pacific time.
- 2. Schedule an appointment.
- **3.** Pay for your office visit when you arrive for your appointment.

(See the reverse for more details.)



KAISER PERMANENTE®

YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Services	Cost Sharing and Office Visit Maximums
Chiropractic Services are covered when provided	Office visit cost share: \$10 copay per visit
by a Participating Provider and Medically Necessary	Office visit limit: Up to a combined total of 30 medically necessary Chiropractic
to treat or diagnose Neuromusculoskeletal Disorders.	and Acupuncture visits per year
Acupuncture Services are covered when a	Chiropractic appliance benefit: If the amount of the appliance in the ASH Plans fee
Participating Provider finds that the Services are	schedule exceeds \$50, you will pay the amount in excess of \$50, and that payment
Medically Necessary to treat or diagnose	will not apply toward the Plan Deductible or Plan Out-of-Pocket Maximum. Covered
Neuromusculoskeletal Disorders, nausea, or pain.	chiropractic appliances are limited to: elbow supports, back supports, cervical collars,
You can obtain Services from any ASH Plans	cervical pillows, heel lifts, hot or cold packs, lumbar braces and supports, lumbar
Participating Providers without a referral from a	cushions, orthotics, wrist supports, rib belts, home traction units, ankles braces,
Kaiser Permanente Plan Physician.	knee braces, rib supports, and wrist braces.

Office visits: Covered Services are limited to Medically Necessary Chiropractic and Acupuncture Services authorized and provided by ASH Plans Participating Providers except for the initial examination, emergency and urgent Chiropractic and Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered care. Each office visit counts toward any visit limit, if applicable, even if acupuncture or a chiropractic adjustment is not provided during the visit.

X-rays and laboratory tests: Medically Necessary X-rays and laboratory tests are covered at no charge when prescribed as part of covered chiropractic care and a Participating Provider provides the Services or refers you to another licensed provider with which ASH contracts for the Services.

Participating Providers

ASH Plans contracts with Participating Providers and other licensed providers to provide covered Chiropractic Services (including laboratory tests, X-rays, and chiropractic appliances). ASH Plans contracts with Participating Providers to provide acupuncture care (including adjunctive therapies, such as acupressure, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture). You must receive covered Services from a Participating Provider or another licensed provider with which ASH contracts, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services, and Services that are not available from Participating Providers or other licensed providers with which ASH contracts to provide covered Services that are authorized in advance by ASH Plans. The list of Participating Providers is available on the ASH Plans website at ashlink.com/ash/kp or from the ASH Plans Customer Service Department at **1-800-678-9133.** The list of Participating Providers is subject to change at any time without notice.

How to Obtain Covered Services

To obtain covered Services, call a Participating Provider to schedule an initial examination. If additional Services are required, verification that the Services are Medically Necessary may be required. Your Participating Provider will request any medical necessity determinations. An ASH Plan's clinician in the same or similar specialty as the provider of Services under review will decide whether Services are or were Medically Necessary. ASH Plans will disclose to you, upon request, the written criteria it uses to make the decision to authorize, modify, delay, or deny a request for authorization. If you have questions or concerns, please contact the ASH Plans Customer Service Department.

Second Opinions

You may request a second opinion in regard to covered Services by contacting another Participating Provider. A Participating Provider may also request a second opinion in regard to covered Services by referring you to another Participating Provider in the same or similar specialty.

Your Costs

When you receive covered Services, you must pay your Cost Share as described in the *Combined Chiropractic and Acupuncture Services Amendment* of your Health Plan *Evidence of Coverage*. The Cost Share does not apply toward the Plan Out-of-Pocket Maximum described in the Health Plan *Evidence of Coverage* (unless you have a plan with an HSA option).

Emergency and Urgent Chiropractic and Acupuncture Services

We cover Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, and Urgent Acupuncture Services provided by both Participating Providers and Non–Participating Providers. We do not cover follow-up or continuing care from a Non–Participating Provider unless ASH Plans has authorized the services in advance. Also, we do not cover services from a Non– Participating Provider that ASH Plans determines are not Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

Getting Assistance

If you have questions about the Services you can get from an ASH Plans Participating Provider or another licensed provider with which ASH contracts, you may call ASH Plans Customer Service Department at **1-800-678-9133** (TTY users call **711**), weekdays from 5 a.m. to 6 p.m. Pacific time.

Grievances

You can file a grievance with Kaiser Permanente regarding any issue. Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied with Services you received. You may submit your grievance orally or in writing to Kaiser Permanente as described in your Health Plan Evidence of Coverage.

Exclusions and Limitations

- Acupuncture Services for conditions other than Neuromusculoskeletal Disorders, nausea, and pain
- Services for asthma or addiction, such as nicotine addiction
- Hypnotherapy, behavior training, sleep therapy, and weight programs
- Thermography
- Experimental or investigational Services
- CT scans, MRIs, PET scans, bone scans, nuclear medicine, and any other types of diagnostic imaging or radiology other than X-rays covered under the "Covered Services" section of your Combined Chiropractic and Acupuncture Services Amendment
- Ambulance and other transportation
- Education programs, nonmedical self-care or self-help, any self-help physical exercise training, and any related diagnostic testing
- Services for pre-employment physicals or vocational rehabilitation
- Acupuncture performed with reusable needles
- Air conditioners, air purifiers, therapeutic mattresses, chiropractic appliances, durable medical equipment, supplies, devices, appliances, and any other item except those listed as covered in your *Combined Chiropractic and Acupuncture Services Amendment*
- Drugs and medicines, including non-legend or proprietary drugs and medicines
- Services you receive outside the state of California, except for Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services
- Hospital services, anesthesia, manipulation under anesthesia, and related services
- For Chiropractic Services, adjunctive therapy not associated with spinal, muscle, or joint manipulations
- For Acupuncture Services, adjunctive therapies unless provided during the same course of treatment and in conjunction with acupuncture
- Dietary and nutritional supplements, such as vitamins, minerals, herbs, herbal products, injectable supplements, and similar products
- Massage therapy
- Services provided by a chiropractor that are not within the scope of licensure for a chiropractor licensed in California
- Services provided by an acupuncturist that are not within the scope of licensure for an acupuncturist licensed in California
- Maintenance care (services provided to Members whose treatment records indicate that they have reached maximum therapeutic benefit)

Definitions

Acupuncture Services: The stimulation of certain points on or near the surface of the body by the insertion of needles to prevent or modify the perception of pain or to normalize physiological functions (including adjunctive therapies, such as acupressure, cupping, moxibustion, or breathing techniques, when provided during the same course of treatment and in conjunction with acupuncture) when provided by an acupuncturist for the treatment of your Neuromusculoskeletal Disorder, nausea (such as nausea related to chemotherapy, postsurgical pain, or pregnancy), or pain (such as lower back pain, shoulder pain, joint pain, or headaches).

ASH Plans: American Specialty Health Plans of California, Inc., a California corporation.

Chiropractic Services: Services provided or prescribed by a chiropractor (including laboratory tests, X-rays, and chiropractic appliances) for the treatment of your Neuromusculoskeletal Disorder.

Emergency Acupuncture Services: Covered Acupuncture Services provided for the treatment of a Neuromusculoskeletal Disorder, nausea, or pain, which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Acupuncture Services to result in serious jeopardy to your health or body functions or organs.

Emergency Chiropractic Services: Covered Chiropractic Services provided for the treatment of a Neuromusculoskeletal Disorder which manifests itself by acute symptoms of sufficient severity (including severe pain) such that a reasonable person could expect the absence of immediate Chiropractic Services to result in serious jeopardy to your health or body functions or organs.

Neuromusculoskeletal Disorders: Conditions with associated signs and symptoms related to the nervous, muscular, or skeletal systems. Neuromusculoskeletal Disorders are conditions typically categorized as structural, degenerative, or inflammatory disorders, or biomechanical dysfunction of the joints of the body or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs, and synovial structures), and related neurological manifestations or conditions.

Participating Provider: An acupuncturist who is licensed to provide acupuncture services in California and who has a contract with ASH Plans to provide Medically Necessary Acupuncture Services to you, or a chiropractor who is licensed to provide chiropractic services in California and who has a contract with ASH Plans to provide Medically Necessary Chiropractic Services to you. *(continues)*

YOUR KAISER PERMANENTE COMBINED CHIROPRACTIC AND ACUPUNCTURE BENEFIT

Definitions (continued)

Urgent Acupuncture Services: Acupuncture Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

Urgent Chiropractic Services: Chiropractic Services that meet all of the following requirements:

- They are necessary to prevent serious deterioration of your health, resulting from an unforeseen illness, injury, or complication of an existing condition, including pregnancy.
- They cannot be delayed until you return to the Service Area.

This is a summary and is intended to highlight only the most frequently asked questions about the chiropractic and acupuncture benefit, including cost shares. Please refer to the *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for a detailed description of the chiropractic and acupuncture benefits, including exclusions and limitations, Emergency Chiropractic Services, Emergency Acupuncture Services, Urgent Chiropractic Services, or Urgent Acupuncture Services.

Kaiser Foundation Health Plan, Inc. (Health Plan) contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to make the ASH Plans network of Participating Providers available to you. You can obtain covered Services from any Participating Provider without a referral from a Plan Physician. Your Cost Share is due when you receive covered Services. Please see the definitions section of your *Combined Chiropractic and Acupuncture Services Amendment of the Kaiser Foundation Health Plan, Inc., Evidence of Coverage* for terms you should know.





ATTENTION: If you speak English, language assistance services, free of charge, are available to you. Call 1-800-678-9133 (TTY: 1-877-257-2746).

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر للله بالمجان. اتصل برقم 1-9133-678-800 (رقم هاتف الصم والبكم: 1-2746-257-877).

ՈՒՇԱԴՐՈՒԹՑՈՒՆ` Եթե խոսում եք հայերեն, ապա ձեզ անվձար կարող են տրամադրվել լեզվական աջակցության ծառայություններ։ Զանգահարեք 1-800-678-9133 (TTY (հեռատիպ)`1-877-257-2746)։

نوجه: اگر به زیان فارسی گفتگو می کنرد، نسهبلات زیانی بصورت رابگان برای شما فراهم می باشد. با ۲۰ (TTY) - 678-678-100-1 (877-257-2746 نما*س ب*گیرید.

ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-800-678-9133 (TTY: 1-

877-257-2746) पर कॉल करें।

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-800-678-9133 (TTY: 1-877-257-2746).

注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1-800-678-9133(TTY:1-877-257-2746)まで、お電話にてご連絡ください。

ชุษธ์รู: ซึ่งไดยชีญกล้อม อากษาไข, หลายัดอารัฐสาหา เป็นข้อจักรมูก จังการอย่างข้อรู้หา ๆ รูหล์ก 1-800-678-9133 (TTY: 1-877-257-2746)า

주의: 한국머를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-678-9133

(TTY: 1-877-257-2746)번으로 전화해 주십시오.

Díí baa akó nínízin: Díí saad bee yánílti'go **Diné Bizaad**, saad bee áká'ánída'áwo'déé', t'áá jiik'eh, éí ná hóló, koji' hódíílnih 1-800-678-9133 (TTY: 1-877-257-2746).

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਥ ਹੈ। 1-800-678-9133 (TTY:

1-877-257-2746) 'ਤੇ ਕਾਲ ਕਰੋ।

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода.

Звоните 1-800-678-9133 (телетайн: 1-877-257-2746).

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-678-9133 (TTY: 1-877-257-2746). PAUNAWA: Kung nagsasalita kang Tagalog, maaari kang gumamit ng mga serbisvo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-678-9133 (TTY: 1-877-257-2746).

เงิดพ.) ล้ายุดภูลดาษาไกอยุดตามางงไข้บริดางร่วยเหลือกางดาษาได้ฟรีว - โกง 1-800-678-9133 (TTY: 1-877-257-2746)

注意:如果您使用繁體中文,您可以免費獲得語言援助服務。請致電 1-800-678-9133 (TTY:1-877-

257-2746) 。

CHỦ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-678-9133 (TTY:1-877-257-2746).

Get the most from your EAP

See a psychologist or therapist right at home

It's quick, easy and private

If you're feeling stressed, worried, or having a tough time, you may want someone to talk to. Now, you can use your Employee Assistance Program (EAP) to have a video visit with a licensed therapist using LiveHealth Online. Talk with a therapist from your home or wherever you have Internet access and privacy.

Scheduling a visit is easy. In most cases, you can make an appointment to see a therapist within four days or less.* This may be sooner than waiting for an office visit.

Counselors on LiveHealth Online can help you with:

- Stress • Grief Depression
- Anxiety • Relationship or family issues • Panic attacks

Make your first appointment – when it's easy for you:

- Give your EAP a call at 800 999-7222 and ask about therapy visits.
- The EAP representative will tell you more about therapy options, including video visits using LiveHealth Online on your computer, smartphone or tablet.
- If video visits are right for you, the EAP representative will give you details about how to schedule a visit as well as a special coupon code.
- You can review a therapist's background and qualifications and choose one who's available and right for you.
- You'll receive a confirmation email once you've scheduled a visit.

A few more details

Private therapy visits using LiveHealth Online are free with your EAP. Your EAP can tell you how many you're eligible for.

Your visit will last about 45 minutes and you can set up a future visit if you need one. Keep in mind therapists do not prescribe medication.

Ask your EAP for a coupon code for FREE online therapy visits with LiveHealth Online.

Remember: your Employer is San Jose Evergreen Community College District. If requested, the employer code is "SISC"





Online counseling is not appropriate for all kinds of problems. If you are in crisis or have suicidal thoughts, it's important that you seek help immediately. Please call 1-800-784-2433 (National Suicide Prevention Lifeline) or 911 and ask for help If your issue is an emergency, call 911 or go to your nearest emergency room. LiveHealth Online does not offer emergency services.

* Appointments subject to availability of a therapist.

LiveHealth Online is the trade name of Health Management Corporation, a separate company, providing telehealth services on behalf of Anthem Blue Cross.

Language Access Services - (TTY/TDD: 711)

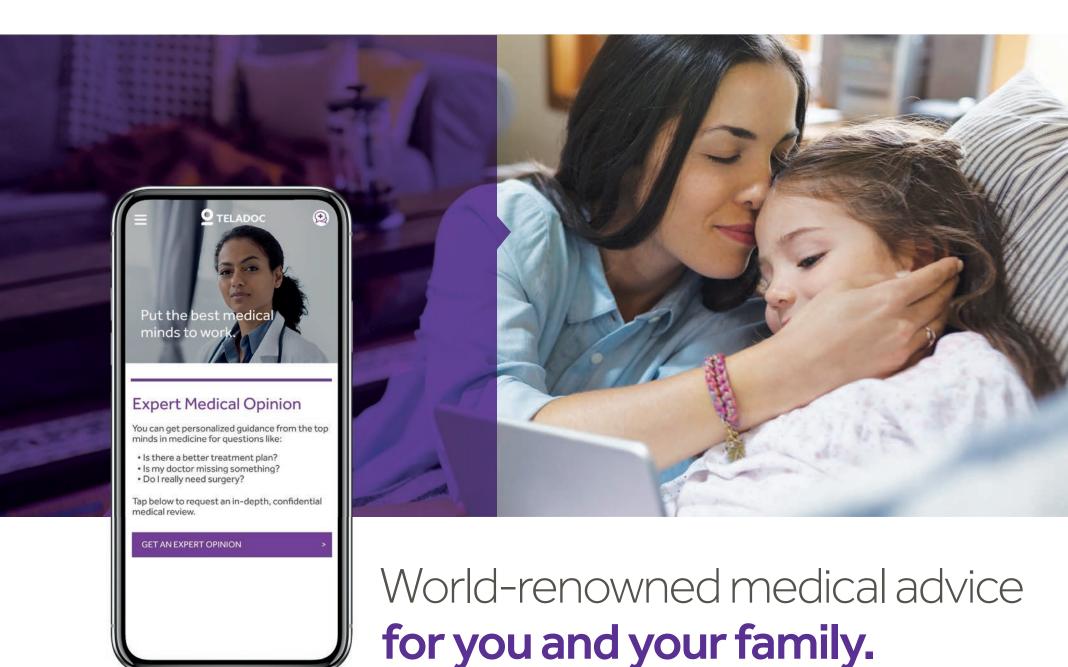
Langage Ruces Services (11710), 1117 Spanish - Tiene el derecho de obtenere sta información y ayuda en su idioma en forma gratuita. Llame al número de Servicios para Miembros que figura en su tarjeta de identificación para obtener ayuda. Chinse - 您有權使用您的語言免費獲得該資訊和協助。請撥打您的 ID 卡上的成員服務號碼尋求協助。 Anthem complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Anthem Blue Cross is the trade name of Blue Cross of California. Anthem Blue Cross and Anthem Blue Cross Life and Health Insurance Company are independent licensees of the Blue Cross Association. ANTHEM is a registered trademark of Anthem Insurance Companies, Inc. 58053CAMENABC VPOD Rev. 7/16 52687567-114611397









If you or a dependent is facing a serious medical issue, make sure you get the right advice.



Have a world-renowned physician review a diagnosis and treatment plan With Teladoc, you can:



Get expert medical guidance if you have been admitted into the hospital Get personalized answers to medical questions, big or small Find a leading

local physician for you and your family

Get the answers you need from our Medical Experts. Call us to get started: 1-800-TELADOC (835-2362)

Visit www.teladoc.com/sisc | Download the app

20E-143-2_363663324_12232019

Self-Insured Schools of California (SISC) HIPAA Notice of Privacy Practices

Esta noticia es disponible en espanol si usted lo suplica. Por favor contacte el oficial de privacidad indicado a continuación.

Purpose of This Notice

This Notice describes how medical information about you may be used and disclosed and how you may get access to this information. Please review this information carefully.

This Notice is required by law.

The Self-Insured Schools of California (SISC) group health plan consisting of these self-funded benefits: medical PPO plan options including utilization management, prescription benefit management (PBM) and medical plan claims administration services, telemedicine program with MDLIVE, self-funded dental PPO plan options, self-funded vision PPO plan options, Wellness program, Medicare Supplement program, COBRA administration, and Health Flexible Spending Account (FSA) administration, (hereafter referred to as the "Plan"), is required by law to take reasonable steps to maintain the privacy of your personally identifiable health information (called **Protected Health Information or PHI**) and to inform you about the Plan's legal duties and privacy practices with respect to protected health information including:

- 1. The Plan's uses and disclosures of PHI,
- 2. Your rights to privacy with respect to your PHI,
- 3. The Plan's duties with respect to your PHI,
- 4. Your right to file a complaint with the Plan and with the Secretary of the U.S. Department of Health and Human Services (HHS), and
- 5. The person or office you should contact for further information about the Plan's privacy practices.
- 6. To notify affected individuals following a breach of unsecured protected health information.

PHI use and disclosure by the Plan is regulated by the Federal law, Health Insurance Portability and Accountability Act, commonly called HIPAA. You may find these rules in 45 *Code of Federal Regulations* Parts 160 and 164. This Notice attempts to summarize key points in the regulation. The regulations will supersede this Notice if there is any discrepancy between the information in this Notice and the regulations. The Plan will abide by the terms of the Notice currently in effect. The Plan reserves the right to change the terms of this Notice and to make the new Notice provisions effective for all PHI it maintains.

You may receive a Privacy Notice from a variety of the insured group health benefit plans offered by SISC. Each of these notices will describe your rights as it pertains to that plan and in compliance with the Federal regulation, HIPAA. This Privacy Notice however, pertains to your protected health information held by the SISC self-funded group health plan (the "Plan") and outside companies contracted with SISC to help administer Plan benefits, also called "business associates."

Effective Date

The effective date of this Notice is June 24, 2013, and this notice replaces notices previously distributed to you.

Privacy Officer

The Plan has designated a Privacy Officer to oversee the administration of privacy by the Plan and to receive complaints. The Privacy Officer may be contacted at:

Privacy Officer: Coordinator Health Benefits Self-Insured Schools of California (SISC) 2000 "K" Street P.O. Box 1847 - Bakersfield, CA 93303-1847 Phone: 661-636-4410 Confidential Fax: 661-636-4893

Your Protected Health Information

The term **"Protected Health Information"** (**PHI**) includes all information related to your past, present or future health condition(s) that individually identifies you or could reasonably be used to identify you and is transferred to another entity or maintained by the Plan in oral, written, electronic or any other form.

PHI does not include health information contained in employment records held by your employer in its role as an employer, including but not limited to health information on disability, work-related illness/injury, sick leave, Family or Medical Leave (FMLA), life insurance, dependent care flexible spending account, drug testing, etc.

This Notice does not apply to information that has been de-identified. **De-identified information** is information that does not identify you, and with respect to which there is no reasonable basis to believe that the information can be used to identify you, is not individually identifiable health information.

When the Plan May Disclose Your PHI

Under the law, the Plan may disclose your PHI without your written authorization in the following cases:

- At your request. If you request it, the Plan is required to give you access to your PHI in order to inspect it and copy it.
- As required by an agency of the government. The Secretary of the Department of Health and Human Services may require the disclosure of your PHI to investigate or determine the Plan's compliance with the privacy regulations.
- For treatment, payment or health care operations. The Plan and its business associates will use your PHI (except psychotherapy notes in certain instances as described below) without your consent, authorization or opportunity to agree or object in order to carry out treatment, payment, or health care operations.

The Plan does not need your consent or authorization to release your PHI when you request it, a government agency requires it, or the Plan uses it for treatment, payment or health care operations.

The Plan Sponsor has **amended its Plan documents** to protect your PHI as required by Federal law. The Plan may disclose PHI to the Plan Sponsor for purposes of treatment, payment and health care operations in accordance with the Plan amendment. The Plan may disclose PHI to the Plan Sponsor for review of your appeal of a benefit or for other reasons related to the administration of the Plan.

Definitions and Examples of Treatment, Payment and Health Care Operations				
Treatment is health care.	 Treatment is the provision, coordination or management of health care and related services. It also includes but is not limited to coordination of benefits with a third party and consultations and referrals between one or more of your health care providers. <i>For example:</i> The Plan discloses to a treating specialist the name of your treating primary care physician so the two can confer regarding your treatment plan. 			
Payment is paying claims for health care and related activities.	 Payment includes but is not limited to making payment for the provision of health care, determination of eligibility, claims management, and utilization review activities such as the assessment of medical necessity and appropriateness of care. For example: The Plan tells your doctor whether you are eligible for coverage or what percentage of the bill will be paid by the Plan. If we contract with third parties to help us with payment, such as a claims payer, we will disclose pertinent information to them. These third parties are known as "business associates." 			
Health Care Operations keep the Plan operating soundly.	 Health care operations includes but is not limited to quality assessment and improvement, patient safety activities, business planning and development, reviewing competence or qualifications of health care professionals, underwriting, enrollment, premium rating and other insurance activities relating to creating or renewing insurance contracts. It also includes disease management, case management, conducting or arranging for medical review, legal services and auditing functions including fraud and abuse compliance programs and general administrative activities. <i>For example:</i> The Plan uses information about your medical claims to refer you to a disease management program, to project future benefit costs or to audit the accuracy of its claims processing functions. 			

When the Disclosure of Your PHI Requires Your Written Authorization

Generally, the Plan will require that you sign a valid authorization form in order to use or disclose your PHI other than:

- When you request your own PHI
- A government agency requires it, or

• The Plan uses it for treatment, payment or health care operation.

You have the right to revoke an authorization.

Although the Plan does not routinely obtain psychotherapy notes, generally, an authorization will be required by the Plan before the Plan will use or disclose psychotherapy notes about you. Psychotherapy notes are separately filed notes about your conversations with your mental health professional during a counseling session. They do not include summary information about your mental health treatment. However, the Plan may use and disclose such notes when needed by the Plan to defend itself against litigation filed by you.

The Plan generally will require an authorization form for uses and disclosure of your PHI for marketing purposes (a communication that encourages you to purchase or use a product or service) if the Plan receives direct or indirect financial remuneration (payment) from the entity whose product or service is being marketed. The Plan generally will require an authorization form for the sale of protected health information if the Plan receives direct or indirect financial remuneration (payment) from the entity to whom the PHI is sold. The Plan does not intend to engage in fundraising activities.

Use or Disclosure of Your PHI Where You Will Be Given an Opportunity to Agree or Disagree Before the Use or Release

Disclosure of your PHI to family members, other relatives and your close personal friends without your written consent or authorization is allowed if:

• The information is directly relevant to the family or friend's involvement with your care or payment for that care, and

• You have either agreed to the disclosure or have been given an opportunity to object and have not objected.

Note that PHI obtained by the Plan Sponsor's employees through Plan administration activities will NOT be used for employment related decisions.

Use or Disclosure of Your PHI Where Consent, Authorization or Opportunity to Object Is Not Required

In general, the Plan does not need your written authorization to release your PHI if required by law or for public health and safety purposes. The Plan and its Business Associates are allowed to use and disclose your PHI **without** your written authorization (in compliance with section 164.512) under the following circumstances:

1. When *required by law*.

- 2. When permitted for *purposes of public health activities*. This includes reporting product defects, permitting product recalls and conducting post-marketing surveillance. PHI may also be used or disclosed if you have been exposed to a communicable disease or are at risk of spreading a disease or condition, if authorized by law.
- 3. To a school about an individual who is a student or prospective student of the school if the protected health information this is disclosed is limited to **proof of immunization**, the school is required by State or other law to have such proof of immunization prior to admitting the individual and the covered entity obtains and documents the agreements to this disclosure from either a parent, guardian or other person acting in loco parentis of the individual, if the individual is an unemancipated minor; or the individual, if the individual is an adult or emancipated.
- 4. When authorized by law to report information about *abuse, neglect or domestic violence* to public authorities if a reasonable belief exists that you may be a victim of abuse, neglect or domestic violence. In such case, the Plan will promptly inform you that such a disclosure has been or will be made unless that notice would cause a risk of serious harm. For the purpose of reporting child abuse or neglect, it is not necessary to inform the minor that such a disclosure has been or will be made to the minor's parents or other representatives, although there may be circumstances under Federal or state law when the parents or other representatives may not be given access to the minor's PHI.
- 5. To a public health oversight agency for *oversight activities authorized by law*. These activities include civil, administrative or criminal investigations, inspections, licensure or disciplinary actions (for example, to investigate complaints against providers) and other activities necessary for appropriate oversight of government benefit programs (for example, to investigate Medicare or Medicaid fraud).
- 6. When required *for judicial or administrative proceedings*. For example, your PHI may be disclosed in response to a subpoena or discovery request, provided certain conditions are met, including that:
 - the requesting party must give the Plan satisfactory assurances a good faith attempt has been made to provide you with written Notice, and

- the Notice provided sufficient information about the proceeding to permit you to raise an objection, and
- no objections were raised or were resolved in favor of disclosure by the court or tribunal.
- 7. When required for *law enforcement health purposes* (for example, to report certain types of wounds).
- 8. For *law enforcement purposes* if the law enforcement official represents that the information is not intended to be used against the individual, the immediate law enforcement activity would be materially and adversely affected by waiting to obtain the individual's agreement and the Plan in its best judgment determines that disclosure is in the best interest of the individual. Law enforcement purposes include:
 - identifying or locating a suspect, fugitive, material witness or missing person, and
 - disclosing information about an individual who is or is suspected to be a victim of a crime.
- 9. When required to be given *to a coroner or medical examiner* to identify a deceased person, determine a cause of death or other authorized duties. When required to be given *to funeral directors* to carry out their duties with respect to the decedent; for use and disclosures for cadaveric *organ, eye or tissue donation* purposes.
- 10. For *research*, subject to certain conditions.
- 11. When, consistent with applicable law and standards of ethical conduct, the Plan in good faith believes the use or disclosure is necessary to prevent or lessen a serious and *imminent threat to the health or safety* of a person or the public and the disclosure is to a person reasonably able to prevent or lessen the threat, including the target of the threat.
- 12. When authorized by and to the extent necessary to comply with *workers' compensation* or other similar programs established by law.
- 13. When required, for *specialized government functions*, to military authorities under certain circumstances, or to authorized Federal officials for lawful intelligence, counter intelligence and other national security activities.

Any other Plan uses and disclosures not described in this Notice will be made only if you provide the Plan with written authorization, subject to your right to revoke your authorization, and information used and disclosed will be made in compliance with the minimum necessary standards of the regulation.

Your Individual Privacy Rights

A. You May Request Restrictions on PHI Uses and Disclosures

You may request the Plan to restrict the uses and disclosures of your PHI:

- To carry out treatment, payment or health care operations, or
- To family members, relatives, friends or other persons identified by you who are involved in your care.

The Plan, however, is not required to agree to your request if the Plan Administrator or Privacy Officer determines it to be unreasonable, for example, if it would interfere with the Plan's ability to pay a claim.

The Plan will accommodate an individual's reasonable request to receive communications of PHI by alternative means or at alternative locations where the request includes a statement that disclosure could endanger the individual. You or your personal representative will be required to complete a form to request restrictions on the uses and disclosures of your PHI. To make such a request contact the Privacy Officer at their address listed on the first page of this Notice.

B. You May Inspect and Copy Your PHI

You have the right to inspect and obtain a copy (in hard copy or electronic form) of your PHI (except psychotherapy notes and information compiled in reasonable contemplation of an administrative action or proceeding) contained in a "designated record set," for as long as the Plan maintains the PHI. You may request your hard copy or electronic information in a format that is convenient for you, and the Plan will honor that request to the extent possible. You may also request a summary of your PHI.

A **Designated Record Set** includes your medical records and billing records that are maintained by or for a covered health care provider. Records include enrollment, payment, billing, claims adjudication and case or medical management record systems maintained by or for a health plan or other information used in whole or in part by or for the covered entity to make decisions about you. Information used for quality control or peer review analyses and not used to make decisions about you is not included in the designated record set.

The Plan must provide the requested information within 30 days of its receipt of the request, if the information is maintained onsite or within 60 days if the information is maintained offsite. A single 30-day extension is allowed if the Plan is unable to comply with the deadline and notifies you in writing in advance of the reasons for the delay and the date by which the Plan will provide the requested information.

You or your personal representative will be required to complete a form to request access to the PHI in your Designated Record Set. Requests for access to your PHI should be made to the Plan's Privacy Officer at their address listed on the first page of this Notice. You may be charged a reasonable cost-based fee for creating or copying the PHI or preparing a summary of your PHI.

If access is denied, you or your personal representative will be provided with a written denial describing the basis for the denial, a description of how you may exercise those review rights and a description of how you may complain to the Plan's Privacy Officer or the Secretary of the U.S. Department of Health and Human Services.

C. You Have the Right to Amend Your PHI

You or your Personal Representative have the right to request that the Plan amend your PHI or a record about you in a designated record set for as long as the PHI is maintained in the designated record set. The Plan has 60 days after receiving your request to act on it. The Plan is allowed a single 30-day extension if the Plan is unable to comply with the 60-day deadline (provided that the Plan notifies you in writing in advance of the reasons for the delay and the date by which the Plan will provide the requested information).

If the Plan denied your request in whole or part, the Plan must provide you with a written denial that explains the basis for the decision. You or your personal representative may then submit a written statement disagreeing with the denial and have that statement included with any future disclosures of your PHI. You should make your request to amend PHI to the Privacy Officer at their address listed on the first page of this Notice.

You or your personal representative may be required to complete a form to request amendment of your PHI. Forms are available from the Privacy Officer at their address listed on the first page of this Notice.

D. You Have the Right to Receive an Accounting of the Plan's PHI Disclosures

At your request, the Plan will also provide you with an accounting of disclosures by the Plan of your PHI during the six years (or shorter period if requested) before the date of your request. The Plan will not provide you with an accounting of disclosures related to treatment, payment, or health care operations, or disclosures made to you or authorized by you in writing. The Plan has 60 days after its receipt of your request to provide the accounting. The Plan is allowed an additional 30 days if the Plan gives you a written statement of the reasons for the delay and the date by which the accounting will be provided. If you request more than one accounting within a 12-month period, the Plan will charge a reasonable, cost-based fee for each subsequent accounting.

E. You have the Right to Request that PHI be Transmitted to You Confidentially

The Plan will permit and accommodate your reasonable request to have PHI sent to you by alternative means or to an alternative location (such as mailing PHI to a different address or allowing you to personally pick up the PHI that would otherwise be mailed), if you provide a written request to the Plan that the disclosure of PHI to your usual location could endanger you. If you believe you have this situation, you should contact the Plan's Privacy Officer to discuss your request for confidential PHI transmission.

F. You Have the Right to Receive a Paper or Electronic Copy of This Notice Upon Request

To obtain a paper or electronic copy of this Notice, contact the Plan's Privacy Officer at their address listed on the first page of this Notice. This right applies even if you have agreed to receive the Notice electronically.

G. Breach Notification

If a breach of your unsecured protected health information occurs, the Plan will notify you.

Your Personal Representative

You may exercise your rights to your protected health information (PHI) by designating a person to act as your Personal Representative. Your Personal Representative will generally be required to produce evidence (proof) of the authority to act on your behalf **before** the Personal Representative will be given access to your PHI or be allowed to take any action for you. Under this Plan, proof of such authority will include (1) a completed, signed and approved Appoint a Personal Representative form; (2) a notarized power of attorney for health care purposes; (3) a court-appointed conservator or guardian; or, (4) for a Spouse under this Plan, the absence of a Revoke a Personal Representative form on file with the Privacy Officer.

This Plan will automatically recognize your legal Spouse as your Personal Representative and vice versa, without you having to complete a form to Appoint a Personal Representative. However, you may request that the Plan not automatically honor your legal Spouse as your Personal Representative by completing a form to Revoke a Personal Representative (copy attached to this notice or also available from the Privacy Officer). If you wish to revoke your Spouse as your Personal Representative form and return it to the Privacy Officer and this will mean that this Plan will NOT automatically recognize your Spouse as your Personal Representative and vice versa.

The recognition of your Spouse as your Personal Representative (and vice versa) is for the use and disclosure of PHI under this Plan and is not intended to expand such designation beyond what is necessary for this Plan to comply with HIPAA privacy regulations.

You may obtain a form to Appoint a Personal Representative or Revoke a Personal Representative by contacting the Privacy Officer at their address listed on this Notice. The Plan retains discretion to deny access to your PHI to a Personal Representative to provide protection to those vulnerable people who depend on others to exercise their rights under these rules and who may be subject to abuse or neglect.

Because HIPAA regulations give adults certain rights and generally children age 18 and older are adults, if you have **dependent children age 18 and older** covered under the Plan, and the child wants you, as the parent(s), to be able to access their protected health information (PHI), that child will need to complete a form to Appoint a Personal Representative to designate you (the employee/retiree) and/or your Spouse as their Personal Representatives.

The Plan will consider a parent, guardian, or other person acting *in loco parentis* as the Personal Representative of an unemancipated minor (a child generally under age 18) unless the applicable law requires otherwise. **In loco parentis** may be further defined by state law, but in general it refers to a person who has been treated as a parent by the child and who has formed a meaningful parental relationship with the child for a substantial period of time. Spouses and unemancipated minors may, however, request that the Plan restrict PHI that goes to family members as described above under the section titled "Your Individual Privacy Rights."

The Plan's Duties

The Plan is required by law to maintain the privacy of your PHI and to provide you and your eligible dependents with Notice of its legal duties and privacy practices. The Plan is required to comply with the terms of this Notice. However, the Plan reserves the right to change its privacy practices and the terms of this Notice and to apply the changes to any PHI maintained by the Plan. In addition, the Plan may not (and does not) use your genetic information that is PHI for underwriting purposes.

Notice Distribution: The Notice will be provided to each person when they initially enroll for benefits in the Plan (the Notice is provided in the Plan's Initial Enrollment material/packets). The Notice is also available on the Plan's website: <u>www.sisc.kern.org</u>. The Notice will also be provided upon request. Once every three years the Plan will notify the individuals then covered by the Plan where to obtain a copy of the Notice. This Plan will satisfy the requirements of the HIPAA regulation by providing the Notice to the named insured (covered employee) of the Plan; however, you are encouraged to share this Notice with other family members covered under the Plan.

Notice Revisions: If a privacy practice of this Plan is changed affecting this Notice, a revised version of this Notice will be provided to you and all participants covered by the Plan at the time of the change. Any revised version of the Notice will be distributed within 60 days of the effective date of a material change to the uses and disclosures of PHI, your individual rights, the duties of the Plan or other privacy practices stated in this Notice. Material changes are changes to the uses and disclosures of PHI, an individual's rights, the duties of the Plan or other privacy practices.

Because our health plan posts its Notice on its web site, we will prominently post the revised Notice on that web site by the effective date of the material change to the Notice. We will also provide the revised notice, or information about the material change and how to obtain the revised Notice, in our next annual mailing to individuals covered by the Plan.

Disclosing Only the Minimum Necessary Protected Health Information

When using or disclosing PHI or when requesting PHI from another covered entity, the Plan will make reasonable efforts not to use, disclose or request more than the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request, taking into consideration practical and technological limitations. However, the minimum necessary standard will not apply in the following situations:

- Disclosures to or requests by a health care provider for treatment,
- Uses or disclosures made to you,
- Disclosures made to the Secretary of the U.S. Department of Health and Human Services in accordance with their enforcement activities under HIPAA,
- Uses of disclosures required by law, and
- Uses of disclosures required for the Plan's compliance with the HIPAA privacy regulations.

This Notice does not apply to information that has been de-identified. **De-identified information** is information that does not identify you and there is no reasonable basis to believe that the information can be used to identify you.

As described in the amended Plan document, the Plan may share PHI with the Plan Sponsor for limited administrative purposes, such as determining claims and appeals, performing quality assurance functions and auditing and monitoring the Plan. The Plan shares the minimum information necessary to accomplish these purposes.

In addition, the Plan may use or disclose "summary health information" to the Plan Sponsor for obtaining premium bids or modifying, amending or terminating the group health Plan. **Summary health information** means information that summarizes claims history, claims expenses or type of claims experienced by individuals for whom the Plan Sponsor has provided health benefits under a group health plan. Identifying information will be deleted from summary health information, in accordance with HIPAA.

Your Right to File a Complaint

If you believe that your privacy rights have been violated, you may file a complaint with the Plan in care of the Plan's **Privacy Officer**, at the address listed on the first page of this Notice. Neither your employer nor the Plan will retaliate against you for filing a complaint.

You may also file a complaint (within 180 days of the date you know or should have known about an act or omission) with the Secretary of the U.S. Department of Health and Human Services by contacting their nearest office as listed in your telephone directory or at this website (<u>http://www.hhs.gov/ocr/office/about/rgn-hqaddresses.html</u>) or this website: <u>http://www.hhs.gov/ocr/privacy/hipaa/complaints/index.html</u> or contact the Privacy Officer for more information about how to file a complaint.

If You Need More Information

If you have any questions regarding this Notice or the subjects addressed in it, you may contact the Plan's Privacy Officer at the address listed on the first page of this Notice.

Self-Insured Schools of California (SISC) Form to Revoke a Personal Representative

Complete the following chart to indicate the name of the Personal Representative to be revoked:

	Plan Participant					Person to be Revoked as my Personal Representative			
Name (print):									
Address (City, State, Zi	p):								
Phone:	ne: ()					()			
, hereby revoke							Participant or Barticipant or Barticipant or Barticipant of Personal Repre	•	
to act on my b	behalf,								
to	act	on	behalf	of	my	dependent	child(ren),	named:	

in receiving any protected health information (PHI) that is (or would be) provided to a personal representative, including any individual rights regarding PHI under HIPAA, effective ______, 20____.

I understand that PHI has or may already have been disclosed to the above named Personal Representative <u>prior</u> to the effective date of this form.

Participant or Beneficiary's Signature

Date

Return this form to the SISC Privacy Officer (the Coordinator Health Benefits) at: Self-Insured Schools of California (SISC) 2000 "K" Street P.O. Box 1847 - Bakersfield, CA 93303-1847 Phone: 661-636-4410

Annual Notice: Women's Health and Cancer Rights Act (WHCRA)

Your group health plan, as required by the Women's Health and Cancer Rights Act of 1998, provides benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema).

For more information call the Customer Service phone number on your ID card or the SISC Benefits department at 661-636-4410.

Where to Find a HIPAA Privacy Notice for Our Group Health Plan

HIPAA Privacy pertains to the following group health plan benefits sponsored by the Self-Insured Schools of California (SISC):

- medical PPO plan options including utilization management, prescription benefit management (PBM) and medical plan claims administration services,
- telemedicine program with MD live,
- self-funded dental PPO plan options,
- self-funded vision PPO plan options,
- Wellness program,
- Medicare Supplement program,
- COBRA administration,
- Health Flexible Spending Account (FSA) administration

You are provided with a complete HIPAA Privacy Notice when you enroll for these benefits. You can obtain another copy of the plan's HIPAA Privacy Notice by going to the SISC website at <u>www.sisc.kern.org</u> or you can write or call the SISC Benefits Department at P. O. Box 1847 Bakersfield, CA 93303-1847.

HIPAA Privacy Notices that pertain to the insured medical plan benefits can be obtained by contacting the insurance companies at the Customer Service phone number on your ID card.