



50 Beale Street
San Francisco, California 94105
(415) 229-5000

GROUP HEALTH SERVICE CONTRACT

Blue Shield 65 Plus Group Medicare Advantage-Prescription Drug Plan Health Service Contract

between

Long Beach Unified School District

("Contractholder")

and

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

In consideration of the applications and the timely payment of plan premiums, Blue Shield agrees to provide Benefits of this Contract to covered Retirees and their covered Medicare eligible Dependents.

This Contract shall be effective as of **January 1, 2014**, for a term of one year, subject to the provisions entitled, "Changes: Entire Contract".

A handwritten signature in black ink that reads "Jeffrey W Hermosillo".

Jeffrey W. Hermosillo, Senior Vice President, Employer Markets
Blue Shield of California

Group Number: **MA5028, MA5029 & MA5030**

Original Effective Date: **January 1, 2006**

IMPORTANT

No Member has the right to receive the Benefits of this Contract for Services or supplies furnished following termination of coverage, except as required by law. Benefits of this Contract are available only for Services and supplies as included in the applicable sections of the Evidence of Coverage, furnished during the term the Contract is in effect and while the individual claiming Benefits is actually covered by this Contract. Benefits may be modified during the term of this Contract under the applicable section in Part VII.C. or upon renewal. If Benefits are modified, the revised Benefits apply for Services or supplies furnished on or after the effective date of the modification unless another effective date is required by law. There is no vested right to receive the Benefits of this Contract.

The Medicare Benefits covered under this Contract are provided through a contract between the Centers for Medicare and Medicaid Services (CMS) and Blue Shield and, as such, are subject to regulation under applicable Medicare law and related CMS regulations and guidance.

In choosing to offer a Group Medicare Advantage-Prescription Drug Plan (Group MA-PD), Contractholder accepts and agrees to comply with certain delegated responsibilities and compliance requirements. These responsibilities and compliance requirements are referenced in this Contract and in Blue Shield's "Employer Group Compliance Guide." The Employer Group Compliance Guide, as amended by Blue Shield from time to time, is incorporated by reference into this Contract.

In the event of a conflict between this Contract or the Employer Group Compliance Guide and CMS regulations and guidance, CMS regulations and guidance will control.

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PART I. INTRODUCTION

Blue Shield of California (“Blue Shield”) will provide or arrange for the provision of Services to eligible Members of Contractholder in accordance with the terms, conditions, limitations and exclusions of this Group Health Service Contract.

The Evidence of Coverage is included and made part of this Contract.

PART II. DEFINITIONS

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

Dependent - an individual who (1) is a Retiree’s spouse, Domestic Partner or child; (2) is not currently employed by the Contractholder; (3) is entitled to Medicare Part A and enrolled in Medicare Part B; (4) is age 65 or older, or under age 65 and otherwise eligible for Medicare; (5) does not have end-stage renal disease (ESRD), unless he or she is an existing Blue Shield member and has been a member since dialysis began; (6) lives within the Blue Shield Group MA-PD service area; and (7) does not have any other employer-based health coverage.

Domestic Partner - an individual who is personally related to the Retiree by a domestic partnership that meets the following requirements: (1) domestic partners are two adults who have chosen to share one another’s lives in an intimate and committed relationship of mutual caring; and (2) both persons have filed a Declaration of Domestic Partnership with the California Secretary of State. California state registration is limited to same sex domestic partners and only those opposite sex partners where one partner is at least 62 and eligible for Social Security based on age. The domestic partnership is deemed created on the date the Declaration of Domestic Partnership is filed with the California Secretary of State.

Member - a Retiree or a Dependent.

Retiree - an individual who (1) is not currently employed by the Contractholder and meets the eligibility requirements for retiree coverage as established by the Contractholder; (2) is entitled to Medicare Part A and enrolled in Medicare Part B; (3) is age 65 or older, or under age 65 and otherwise eligible for Medicare; (4) does not have end-stage renal disease (ESRD), unless he or she is an existing Blue Shield member and has been a member since dialysis began; (5) lives within the Blue Shield Group MA-PD service area; and (6) does not have any other employer-based health coverage.

PART III. ELIGIBILITY, ENROLLMENT AND DISENROLLMENT

A. Eligibility

Retirees and Dependents as defined in Section II, are eligible for coverage.

B. Associated Employers

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

(list of associated Employers)

None

C. Enrollment and Disenrollment

1. **Enrollment.** Contractholder and Blue Shield will work cooperatively to ensure that Group MA-PD enrollments are handled in accordance with the CMS Enrollment and Disenrollment Guidance and the Employer Group Compliance Guide, which is incorporated by reference. Blue Shield and Contractholder will mutually determine, and document, which enrollment process will be used and which party is responsible for providing CMS-required pre-enrollment materials to eligible Members.

PART III. ELIGIBILITY, ENROLLMENT AND DISENROLLMENT

2. **Enrollment Data Provided to Blue Shield.** Contractholder recognizes that particular data elements must be provided to Blue Shield in order to facilitate enrollment in the Group MA-PD. These data elements are set forth in the Employer Group Compliance Guide and include, but are not limited to, a Member's name, permanent address, date of birth, Medicare Number, and identification of whether the Member has other medical or prescription drug coverage (Coordination of Benefits). Contractholder will be responsible for providing this data at least 30 days prior to the effective date of the Member's enrollment. Failure to provide required data in a timely manner may result in a delay of a Member's effective date in the Group MA-PD of up to 45 days. In the event that Contractholder provides enrollment data in electronic form, Contractholder shall provide the electronic data in the file formats specified by Blue Shield.
3. **Disenrollment.** In certain circumstances, a Member may be disenrolled on either a voluntary or involuntary basis. Contractholder and Blue Shield will work cooperatively to ensure that Member disenrollments are handled in accordance with the CMS Enrollment and Disenrollment Guidance. At a minimum, disenrollments will be conducted in accordance with one of the following procedures:
 - a. For voluntary disenrollments and for involuntary disenrollments other than those described in b. below, Blue Shield will process the disenrollment under the individual disenrollment requirements specified in the CMS Enrollment and Disenrollment Guidance. If eligible, the Member may elect to become a member of an Individual MA-PD offered by Blue Shield.
 - b. For involuntary disenrollments that occur when Contractholder determines that a Member is no longer eligible to participate in the Group MA-PD, or when Blue Shield or Contractholder terminates this Contract, Contractholder and Blue Shield agree to the following:
 - 1) Contractholder agrees that, prior to the effective date of disenrollment, it will:
 - a) Provide a prospective notice to the affected Member(s): alerting them of the termination event; describing other health plan or health insurance options that may be available through Contractholder; providing information about other individual plan options that may be available and how to request enrollment; explaining how to contact Medicare for information on other Medicare health coverage and Part D options; and advising them that disenrollment means that they will not have Medicare drug coverage and that late enrollment penalties may apply in the future if they do not obtain alternative Medicare drug coverage. This notice must be sent 60 days or as soon as reasonably possible prior to the effective date of disenrollment, but in no event less than 21 days prior to the effective date of disenrollment;
 - b) Provide a prospective notice of the termination event to Blue Shield. This notice must be sent 60 days or as soon as reasonably possible prior to the effective date of disenrollment, but in no event later than 30 days prior to the effective date of disenrollment; and
 - c) Provide Blue Shield with all information necessary for Blue Shield to submit a complete disenrollment request transaction to CMS.
 - 2) Members will be disenrolled to Original Medicare unless they choose another MA-PD. If there is an Individual MA-PD offered by Blue Shield in the Member's area, Blue Shield agrees that it will: (1) inform the affected Member(s), that they may have the option to become members of an Individual MA-PD offered by Blue Shield; and (2) provide the affected Member(s) with instructions on how to become a member of an Individual MA-PD offered by Blue Shield.
 - c. Contractholder agrees to retain for a period of 10 years from the effective date of disenrollment, and to provide to Blue Shield upon request, documents evidencing Contractholder's adherence to the requirements set forth in sub-sections III.3.b.1.

PART IV. GROUP RENEWAL PROVISIONS

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

The Contractholder shall be notified by Blue Shield of California of its intent to renew this Group Health Service Contract at least 120 days prior to the proposed effective date of the renewal.

B. Renewal of the Group Health Service Contract

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

1. the Contractholder violates a material contract provision relating to Employer or other group contribution or group participation rates by the Contractholder or Employer;
2. the Contractholder fails to pay the required Dues as specified under Part V. Dues;
3. the Contractholder commits fraud or other intentional misrepresentation of material fact;
4. the Contractholder relocates outside of California;
5. Blue Shield ceases to offer a plan type purchased by the Contractholder;
6. Blue Shield ceases to offer health benefit plans in the state (withdrawal of all products).

PART V. PLAN PREMIUMS

A. Plan Premiums

Monthly plan premiums

Retiree-Subscriber	\$210.01
Additional for one Dependent	\$210.01

B. When and Where Payable

1. The first month's plan premiums must be paid to Blue Shield by the effective date of this Contract and subsequent plan premiums shall be prepaid in full by the same date of each succeeding month. No Member will be covered under this Contract until the first month's plan premiums payment has been received by Blue Shield.
2. All plan premiums are payable by Contractholder to Blue Shield. The payment of any plan premiums shall not maintain the Benefits under this Contract in force beyond the date immediately preceding the next billing date except as otherwise provided in Part V.F.

C. The terms of this Contract or the plan premiums payable therefore may be changed from time to time as set forth in Part VII.C. Changes: Entire Contract.

D. Contractholder shall remit to Blue Shield the amount specified in Part V.A. ("the base plan premiums") for each Member. If a State or any other taxing authority imposes upon Blue Shield a tax or license fee which is levied upon or measured by the base plan premiums or by the gross receipts of Blue Shield or any portion of either, then Blue Shield may amend the Contract to increase the base plan premiums by an amount sufficient to cover all such taxes or license fees rounded to the nearest cent. This amendment shall be effective as of the date stated in the notice which shall not be earlier than the date of the imposition of such tax or license fee, by mailing a postage prepaid notice of the amendment to Contractholder at its address of record with Blue Shield at least 60 days before the effective date of the amendment.

E. If a tax is levied under Part V.D., the plan premiums charge therefore may be made, or the plan premiums credit therefore may be given, as of the effective date of such change.

F. A grace period of 31 days to pay all delinquent plan premiums and avoid cancellation will be granted for the payment of plan premiums accruing, other than those due on the effective date of this Contract. This Contract shall continue in force during the grace period and any additional time period necessary to permit legally required notice to Members of cancellation, but Contractholder shall be liable to Blue Shield for the payment of all plan premiums accruing during the grace period and any additional time period necessary to permit legally required notice to Members of cancellation. Cancellation for non-payment of plan premiums shall be in accordance with Part VI.B.

G. **Contractholder contribution toward MA-PD plan premiums.** Contractholder may determine the amount that Contractholder will contribute toward the monthly plan premiums for Members subject to the following requirements:

1. Contractholder may subsidize different amounts for different classes of Retirees and related Dependents in the Group MA-PD based on reasonable and objective business criteria such as years of service, date of retirement, business location, job category, and nature of compensation (i.e., salaried or hourly). However, the different classes of Retirees and related Dependents cannot be based on eligibility for Part D low income subsidy.
2. Contractholder may not vary the plan premiums subsidy for Members within the same class of Members; and
3. With regard to the Part D portion of the plan premiums, Contractholder may not charge Members more than the sum of the portion of the plan premiums attributable to basic and supplemental prescription drug coverage.

PART V. PLAN PREMIUMS

- H. Low Income Subsidy.** Contractholder also understands that certain low income individuals may qualify for Part D rate subsidies (“Low Income Subsidy”). Blue Shield will advise Contractholder of the amount of any Low Income Subsidy available for a Member. Contractholder acknowledges that application of the Low Income Subsidy is subject to the following restrictions:
1. Contractholder agrees that, for all Members eligible for the Low Income Subsidy, the Low Income Subsidy will first be used to reduce the portion of the MA-PD plan premiums paid by the Member and any remaining Low Income Subsidy will then be applied to reduce the portion of the MA-PD plan premiums paid by Contractholder.
 2. Contractholder agrees that if the sum of the MA-PD plan premiums paid by the Member and those paid by Contractholder are less than the Low Income Subsidy amount, any amount above the total MA-PD plan premiums will be returned to CMS.
 3. Contractholder agrees that, if the Low Income Subsidy for any Member is less than the portion of the MA-PD plan premiums paid by the Member, Contractholder will provide a communication to the Member comparing the consequences of enrolling in the Group MA-PD with the consequences of enrolling in other Medicare Part D plans that have a monthly Member premium that is equal to or less than the Member’s Low Income Subsidy. This communication will be provided within 30 days after Contractholder learns of the Member’s Low Income Subsidy.
 4. Contractholder agrees to retain for a period of 10 years, and to provide to Blue Shield upon request, documents evidencing Contractholder’s adherence to the requirements herein.
- I. Late Enrollment Penalty.** Members are generally charged a late enrollment penalty by CMS for each month they are eligible for and failed to enroll in a Medicare prescription drug plan, if they did not have other creditable prescription drug coverage during that time. CMS will subtract the base premium paid on behalf of that Member by the amount of the Member’s late enrollment penalty in the premium paid to Blue Shield. In such instances, Blue Shield will notify Contractholder of any late enrollment penalties applicable to its Members, and Contractholder agrees to pay to Blue Shield the late enrollment penalty in addition to monthly plan premiums owed. In addition, Contractholder agrees to apportion such penalty to that Member’s share of the cost for plan premiums owed for the Group MA-PD.

PART VI. CANCELLATION/REINSTATEMENT/GRACE PERIOD

A. Cancellation Without Cause

Contractholder may cancel this Contract on 60 days' written notice delivered or mailed to Blue Shield, effective the first of the month following the expiration of the 60-day notice period.

B. Cancellation for Non-Payment of Plan Premiums

Blue Shield may cancel this Contract for non-payment of plan premiums. If plan premiums are not received when due, coverage will end 31 days after the date for which plan premiums are due. The Employer will be liable for all plan premiums accrued while this Contract continues in force including those accrued during the 31-day grace period. In such case, a Notice Confirming Termination of Coverage will be mailed to the Contractholder by Blue Shield. A new application for coverage will be required by the Contractholder and a new contract will be issued only upon demonstration that the Contractholder meets all Blue Shield requirements at the time of application.

C. Cancellation for Fraud, Intentional Misrepresentations of Material Fact or Failure to Provide Records

Blue Shield may cancel this Contract for fraud or intentional misrepresentation of material fact by the Contractholder; or with respect to coverage of Members, for fraud or intentional misrepresentation of material fact by the Members or their representatives. This Contract may also be cancelled for failure to provide Blue Shield with records and information in accordance with state and federal law.

D. Grace Period

The Contractholder shall be entitled to a grace period of 31 days for payment of plan premiums, as described in Part V.F. hereof. If during a plan premiums grace period written notice is given by the Contractholder to Blue Shield that the Contract or (subject to the consent of Blue Shield) any part of the Contract is to be discontinued before the expiration date of the grace period, the Contract or such part shall be discontinued effective the first day of the month following the Members' receipt of 21 days' notice of cancellation. The Contractholder shall be liable to Blue Shield for all plan premiums accruing prior to discontinuance.

E. Payment or Refund of Plan Premiums Upon Cancellation

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

F. Termination of Benefits

In the event this Contract is canceled for any reason, including but not limited to for non-payment of plan premiums, no further Benefits will be provided after cancellation unless the Member is a registered inpatient as of the date of cancellation as required by 42 CFR § 422.318.

G. Notice to Members Confirming Termination of Coverage

If this Contract is cancelled by either party, the parties shall comply with the requirements for disenrollment in Part III.C.3. above, including the provision of appropriate notices confirming termination of coverage.

PART VII. GENERAL PROVISIONS

In addition to the provisions contained in the Evidence of Coverage, the following provisions apply to this Group Health Service Contract:

A. Choice of Providers

The Plan has established a network of primary care and specialty physicians, hospitals, participating hospice agencies, and non-physician health care practitioners to provide Covered Services to Members. Each Member must select a Personal Physician from the list of Personal Physicians in the Provider Directory. The Provider Directory will be given to Members at the time of enrollment. A Member's Personal Physician will be accessible to the Member on a 24-hour-a-day, 7-day-a-week basis, or will make appropriate arrangements to assure coverage. Emergency Services will be provided on a 24-hour-a-day, 7-day-a-week basis by all plan hospitals. The list of providers in the Provider Directory includes the location and phone numbers of all Personal Physicians, and plan hospitals in the Service Area. Members should contact Member Services for information on plan non-physician health care practitioners in the Service Area.

B. Use of Masculine Pronoun

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

C. Changes: Entire Contract

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

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

D. Notices

Any documents that may be delivered to the Contractholder or the Contractholder's representative for the purpose of informing Members of the details of their coverage under this Contract, including any changes to their coverage under this Contract, will be distributed by the Contractholder or his representative no later than 30 days after receipt, unless an alternative delivery date is specified by Blue Shield.

E. Statutory Requirements

This Contract is subject to the requirements of the Medicare Act and related CMS regulations and guidance. Any provision required to be in this Contract by reason of these laws, regulations and/or guidance shall bind Blue Shield and Contractholder whether or not such provision is actually included in this Contract. In addition, this Contract is subject to applicable state and federal statutes and regulations, which may include the California Knox-Keene Health Care Service Plan Act and related regulations, the Employee Retirement Income Security Act, Health Insurance Portability and Accountability Act ("HIPAA") and applicable Centers for Medicare and Medicaid Services ("CMS") requirements. Any provision required to be in this Contract by reason of such state and federal statutes shall bind the Group and Blue Shield whether or not such provision is actually included in this Contract.

PART VII. GENERAL PROVISIONS

F. Legal Process

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

G. Time of Commencement or Termination

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

H. Records and Information to be Furnished

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

I. Membership Cards and Evidence of Coverage Booklets

Membership cards will be issued by the Plan for all Members, in addition to an Evidence of Coverage (EOC) which summarizes the Benefits of this Contract and how to obtain Covered Services. The Membership cards and the EOC will either be sent to Contractholder for distribution to the Members, or sent directly to the Members, depending on the Contractholder's instructions.

In the event that Contractholder distributes Membership cards and/or the EOC, Contractholder agrees to retain for a period of 10 years from the date of distribution, and to provide to Blue Shield upon request, documents evidencing Contractholder's adherence to the requirements in this section.

Blue Shield will make available to Contractholder an electronic version of the EOC applicable to the Contract via the Blue Shield employer website. Contractholder shall ensure distribution of the EOC to Subscribers by one of the following methods: (1) post the electronic EOC in a read-only format on the intranet site which is accessed by Employees of Contractholder., (2) Emailing the EOC directly to Subscribers, or, (3) providing Subscribers with instructions from Blue Shield about how to electronically retrieve the EOC from the Blue Shield website. Contractholder is not authorized to modify or alter in any way the text or the formatting of the electronic EOC file. Blue Shield assumes no responsibility for any changes in text or formatting that may occur in the EOC after it is provided to Contractholder.

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

Contractholder will also notify Employees that printed hard copies of the EOC are available and will be promptly provided to Employees by Contractholder or by Blue Shield on request.

Upon request, Blue Shield will also provide Contractholder with printed EOC booklets in an amount not to exceed 10% of the total Subscriber count at no additional charge.

If Blue Shield receives inquiries from enrollees in Contractholder's plan regarding obtaining a copy of the EOC, Blue Shield will refer the enrollee to Contractholder's human resources benefits staff with instructions that a copy of the EOC is available electronically and in printed hard copy on request.

In the event Blue Shield reasonably concludes that Contractholder is either using the electronic EOC in a matter not permitted by this Agreement or is not providing Subscribers with access to the EOC in accordance herewith, then Blue Shield will print copies of the EOC and Contractholder will cooperate with Blue Shield to ensure that printed copies of

PART VII. GENERAL PROVISIONS

the EOC are timely provided to all Employees of Contractholder enrolled with Blue Shield. Contractholder agrees to reimburse Blue Shield for the reasonable cost of printing and delivering the EOC documents.

J. Inquiries and Complaints

Inquiries concerning any problems that may develop in the administration of this Contract should be directed to the Plan at the address or telephone number indicated on page GC-1 of this Contract. (See also the Member Services information in the Evidence of Coverage.)

K. Confidentiality

Contractholder shall comply with all applicable state and federal laws regarding the privacy and confidentiality of the personal and health information of Members. Contractholder shall not require the Plan to release the personal and health information of individual Members without written authorization from the Member, unless permitted by law. No information may be disclosed by either party in violation of Cal. Civ. Code §§ 56, *et seq.* At the request of Contractholder, the Plan may provide aggregate, encrypted or encoded data regarding Members to Contractholder, unless such data would explicitly or implicitly identify specific Members. To the extent Contractholder receives, maintains or transmits personal or health information of Members electronically, Contractholder shall comply with all state and federal laws relating to the protection of such information including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) provisions on security and confidentiality and those of the Medicare Advantage Program as set forth at 42 CFR § 422.118

L. Termination of a Plan Provider Contract

Blue Shield shall provide written notice to the Contractholder within a reasonable period of time of any termination or breach of Contract of a Plan Provider if such termination or breach may materially affect the Contractholder or Members.

EVIDENCE OF COVERAGE

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