

HEALTH PLANS TERMS AND CONDITIONS (MEDICAL, DENTAL OR VISION)

USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION: I acknowledge and understand that Health Care Providers may disclose health information about me or my dependents, including information regarding substance abuse, mental/emotional conditions, AIDS (Acquired Immune Deficiency Syndrome), or ARC (AIDS Related Complex) to a Health Insurance Provider. The Health Insurance Provider may use and may disclose this information for purposes of treatment, payment and health plan operation, including but not limited to, utilization management, quality improvement, disease or case management programs. The Health Insurance Provider's Notice of Privacy Practices is included in the evidence of coverage or certificate of insurance for coverage underwritten by the Health Insurance Provider. A copy of this Notice may be obtained on the Health Insurance Provider's web site or by calling the Health Insurance Provider's customer service number.

NOTICE: For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. **CALIFORNIA LAW PROHIBITS AN HIV TEST FROM BEING REQUIRED OR USED BY HEALTH INSURANCE COMPANIES AS A CONDITION OF OBTAINING HEALTH INSURANCE COVERAGE.**

ACKNOWLEDGEMENT AND AGREEMENT: I understand and agree that by enrolling with or accepting services from the Health Insurance Providers, I, and any enrolled dependents, are obligated to understand and abide by the terms, conditions and provisions of the Plan Contract. I have read and understand the terms and conditions, and by completing my enrollment through the Employee Self Service system indicates that the information I entered in my account is complete, true and correct, and I accept these terms.

Binding Arbitration Agreement: Subject to the terms of the Plan Contract or Insurance Policy (which may prohibit mandatory arbitration of certain disputes if the Plan Contract or Insurance Policy is subject to ERISA, 29 U.S.C. section 1001, et. seq.) I understand and agree that any and all disputes or disagreements between Group (or enrolled members) and the Health Insurance Provider regarding the construction, interpretation, performance or breach of the Health Insurance Provider Group Policies, or regarding other matters relating to or arising out of the Health Insurance Provider Policies, whether stated in tort, contract or otherwise, must be submitted to final and binding arbitration in lieu of a jury or court trial. I understand that, by agreeing to submit all disputes to final and binding arbitration, all parties, including the Health Insurance Providers are giving up their constitutional rights to the extent permitted by law to have their dispute decided in a court of law before a jury. I also understand that disputes with the Health Insurance Provider involving claims for health services malpractice (that is, whether any health services rendered were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) are also subject to final and binding arbitration. A more detailed arbitration provision is included in the Plan Contract or Insurance Policy.