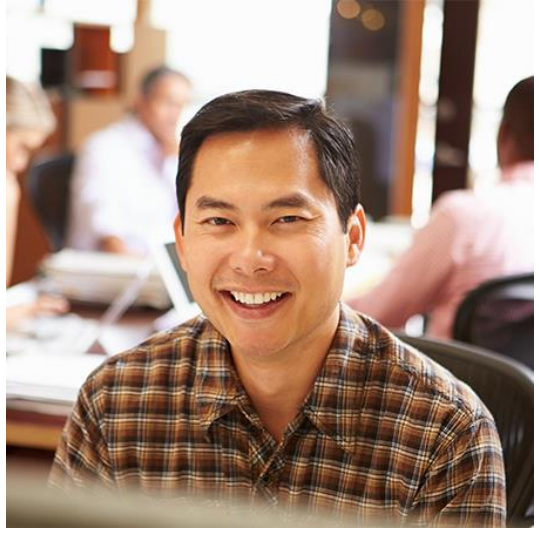


CCHP Bronze 60 HDHP HMO 6000/40% + Child Dental



Employer Group  
公司團體計劃

## Combined Evidence of Coverage and Disclosure Form 保障說明書

DMHC Approval Date – 09/21/2018





Combined  
Evidence of Coverage and  
Disclosure Form

**CCHP Bronze 60 HDHP HMO 6000/40% + Child Dental**

Please read this Combined Evidence of Coverage and Disclosure Form completely and carefully. You have a right to view this document prior to your enrollment. It describes the terms and conditions of your coverage in Chinese Community Health Plan. Individuals with special health care needs should read carefully those sections that apply to them. Please also keep the document in a convenient location for easy reference.

**For Members enrolling with CCHP through their employer group, this Combined Evidence of Coverage and Disclosure Form is only a summary of the health plan.**

The health plan contract must be consulted to determine the exact terms and conditions of coverage. A copy of the plan contract will be furnished upon request.

IF YOU ARE A QUALIFYING AMERICAN INDIAN OR ALASKAN NATIVE, YOU WILL HAVE NO COST SHARING IF YOU OBTAIN COVERED SERVICES FROM ANY PARTICIPATING PROVIDER THAT IS ALSO A TRIBAL HEALTH PROVIDER. HOWEVER, YOU WILL BE RESPONSIBLE FOR COST SHARING UNDER THIS PLAN FOR ANY COVERED SERVICES NOT PROVIDED BY A PARTICIPATING PROVIDER THAT IS ALSO A TRIBAL HEALTH PROVIDER. TRIBAL HEALTH PROVIDERS INCLUDE THE INDIAN HEALTH SERVICE, AN INDIAN TRIBE, TRIBAL ORGANIZATION, URBAN INDIAN ORGANIZATION, OR A PROVIDER THAT PROVIDES SERVICES THROUGH REFERRAL UNDER CONTRACT HEALTH SERVICES.

**For Members enrolling directly with CCHP, this Combined Evidence of Coverage and Disclosure Form is the Health Plan contract.**

If you have questions about the terms of the coverage or benefits described in this document, please call our Member Services Center at 1-415-834-2118. Our trained staff can assist you in understanding your coverage with CCHP.

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## Health Plan Benefits and Coverage Matrix

THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THE EVIDENCE OF COVERAGE AND PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

| COST SHARING AMOUNTS DESCRIBE THE ENROLLEE'S OUT OF POCKET COSTS |  | Bronze 60 HDHP HMO 6000/40% +Child Dental |                    |
|--|--|---|--------------------|
| Annual Deductibles and Out-of-Pocket Limits                      |  |   |                    |
| Medical  | Individual \$6,000/ Family \$12,000 (Combined Medical/Drug Deductible) |   |                    |
| Pharmacy (Drug)  |  |   |                    |
| Maximum Out-of-Pocket  | Individual \$6,650/<br>Family \$13,300                                 |   |                    |
| Lifetime Maximums  |  | Member Cost Share                         |                    |
| Professional Services  |  |   | Deductible Applies |
| Visit to a Health Care Provider's Office or Clinic               |  |   |                    |
| Preventive Care/ Screening/ Immunization                         |  | \$0 Copay                                 |                    |
| Family Planning (Consultation and Contraceptive Services)        |  | \$0 Copay                                 |                    |
| Prenatal Care and Preconception Visits                           |  | \$0 Copay                                 |                    |
| Diabetes Care Management   |  | \$0 Copay                                 |                    |
| Diabetes Education   |  | \$0 Copay                                 |                    |
| Primary Care Visit to Treat an Injury or Illness                 |  | 40% coinsurance                           | X                  |
| Specialist Visit   |  | 40% coinsurance                           | X                  |
| Acupuncture  |  | 40% coinsurance                           | X                  |
| Allergy Visit (Testing and Treatment)                            |  | 40% coinsurance                           | X                  |
| Other Practitioner Office Visit                                  |  | 40% coinsurance                           | X                  |
| Outpatient Services  |  |   |                    |
| Tests  |  |   |                    |
| Laboratory Tests   |  | 40% coinsurance                           | X                  |
| X-Rays   |  | 40% coinsurance                           | X                  |
| Imaging (CT/PET Scans, MRIs)                                     |  | 40% coinsurance                           | X                  |
| Outpatient surgery   |  |   |                    |
| Surgery - Facility Fee (e.g., Ambulatory Surgery Center)         |  | 40% coinsurance                           | X                  |
| Physician/Surgeon Fees   |  | 40% coinsurance                           | X                  |
| Outpatient Visit   |  | 40% coinsurance                           | X                  |
| Hospitalization Services   |  |   |                    |
| Facility Fee (e.g., Hospital Room)                               |  | 40% coinsurance                           | X                  |
| Physician/Surgeon Fees   |  | 40% coinsurance                           | X                  |
| Delivery and All Inpatient Services (Hospital services)          |  | 40% coinsurance                           | X                  |
| Delivery and All Inpatient Services (Professional services)      |  | 40% coinsurance                           | X                  |
| Emergency Health Coverage  |  |   |                    |
| Emergency Room Services  |  | 40% coinsurance                           | X                  |
| Emergency Room Physician Fee                                     |  | \$0 Copay                                 | X                  |
| Urgent Care  |  | 40% coinsurance                           | X                  |
| Ambulance Services   |  |   |                    |

|  |   |   |
|--|---|---|
| Medical Transportation (Including Emergency and Non-emergency)                                     | 40% coinsurance                               | X |
| <b>Prescription Drug Coverage</b>  |   |   |
| Tier 1: Generic Drugs (30-Day Supply)  | 40% Coinsurance up to \$500 per prescription  | X |
| Tier 1: Generic Drugs (90-Day Supply) Chinese Hospital Pharmacy, Costco, or mail order             | 40% Coinsurance up to \$1500 per prescription | X |
| Tier 2: Preferred Brand Drugs (30-Day Supply)  | 40% Coinsurance up to \$500 per prescription  | X |
| Tier 2: Preferred Brand Drugs (90-Day Supply) Chinese Hospital Pharmacy, Costco, or mail order     | 40% Coinsurance up to \$1500 per prescription | X |
| Tier 3: Non-preferred Brand Drugs (30-Day Supply)  | 40% Coinsurance up to \$500 per prescription  | X |
| Tier 3: Non-preferred Brand Drugs (90-Day Supply) Chinese Hospital Pharmacy, Costco, or mail order | 40% Coinsurance up to \$1500 per prescription | X |
| Tier 4: Specialty Drugs (30-Day Supply)  | 40% Coinsurance up to \$500 per prescription  | X |
| <b>Medical Supplies/Durable Medical Equipment</b>  |   |   |
| Medical Supplies   | 40% Coinsurance                               | X |
| Prosthetic Devices   | 40% Coinsurance                               | X |
| Durable Medical Equipment (Outpatient)   | 40% Coinsurance                               | X |
| <b>Mental Health Services</b>  |   |   |
| Mental/Behavioral Health Outpatient Office Visits  | \$0 Copay                                     | X |
| Mental/Behavioral Health Other Outpatient Items and Services                                       | 40% coinsurance                               | X |
| Mental/Behavioral Health Inpatient Facility Fee  | 40% coinsurance                               | X |
| Mental/Behavioral Health Inpatient Professional Fee  | 40% coinsurance                               | X |
| <b>Chemical Dependency Services</b>  |   |   |
| Substance Use Disorder Outpatient Office Visits  | \$0 Copay                                     | X |
| Substance Use Disorder Other Outpatient items and Services   | 40% coinsurance                               | X |
| Substance Use Disorder Inpatient Facility Services   | 40% coinsurance                               | X |
| Substance Use Disorder Inpatient Professional Fee  | 40% coinsurance                               | X |
| <b>Home Health Services</b>  |   |   |
| Home Health Care   | 40% Coinsurance                               | X |
| Rehabilitation Services  | 40% Coinsurance                               | X |
| Habilitation services  | 40% Coinsurance                               | X |
| Skilled nursing care   | 40% Coinsurance                               | X |
| Hospice Services   | \$0 Copay                                     | X |
| <b>Other</b>   |   |   |
| <b>Child Needs Eye Care (Ages 0-18)</b>  |   |   |
| Eye Exam (Every 12 Months)   | \$0 Copay                                     |   |
| Eyewear (Frames) (1 Frame Every 12 Months)   | \$0 Copay                                     |   |
| Eyewear (Lenses) (1 Pair Every 12 Months)  | \$0 Copay                                     |   |
| Eyewear (Contact Lenses in Lieu of Glasses)  | \$0 Copay                                     |   |

|   |  |  |
|---|--|--|
| <b>Pediatric Dental (Ages 0-18)</b><br><b>See Dental Summary Page</b> |  |  |
| Diagnostic and Preventive Dental Services                             | \$0 Copay  |  |
| All Other Pediatric Dental Services                                   | See Delta Dental Evidence of Coverage (EOC)<br>included as an addendum to this EOC |  |

Endnotes:

1. Any and all cost-sharing payments for in-network covered services apply to the out-of-pocket maximum. If a deductible applies to the service, cost sharing payments for all in-network services accumulate toward the deductible. In-network services include services provided by an out-of-network provider but are approved as in-network by the issuer.
2. For covered out of network services in a PPO plan, these Patient-Centered Benefit Plan Designs do not determine cost sharing, deductible, or maximum out-of-pocket amounts. See the applicable PPO's Evidence of Coverage or Policy.
3. Cost-sharing payments for drugs that are not on-formulary but are approved as exceptions accumulate toward the Plan's in-network out-of-pocket maximum.
4. For plans except HDHPs, in coverage other than self-only coverage, an individual's payment toward a deductible, if required, is limited to the individual annual deductible amount. In coverage other than self-only coverage, an individual's out of pocket contribution is limited to the individual's annual out of pocket maximum. After a family satisfies the family out-of-pocket maximum, the issuer pays all costs for covered services for all family members.
5. For HDHPs, in other than self-only coverage, an individual's payment toward a deductible, if required, must be the higher of the specified deductible amount for individual coverage or \$2,700 for Plan Year 2019. In coverage other than self-only coverage, an individual's out of pocket contribution is limited to the individual's annual out of pocket maximum.
6. Co-payments may never exceed the plan's actual cost of the service. For example, if laboratory tests cost less than the \$45 copayment, the lesser amount is the applicable cost-sharing amount.
7. For the non-HDHP Bronze and Catastrophic plans, the deductible is waived for the first three non-preventive visits combined, which may include office visits, urgent care visits, or outpatient Mental Health/Substance Use Disorder visits.
8. Member cost-share for oral anti-cancer drugs shall not exceed \$200 for a script of up to 30 days per state law (Health and Safety Code § 1397.656; Insurance Code § 10123.206). For HDHP, the deductible applies prior to the application of the \$200 cap for anti-cancer drugs.
9. In the Platinum and Gold Copay Plans, inpatient and skilled nursing facility stays have no additional cost share after the first 5 days of a continuous stay.
10. For drugs to treat an illness or condition, the copay or co-insurance applies to an up to 30-day prescription supply. Nothing in this note precludes an issuer from offering

mail order prescriptions at a reduced cost-share.

11. As applicable, for the child dental portion of the benefit design, an issuer may choose the child dental standard benefit copay or coinsurance design, regardless of whether the issuer selects the copay or the coinsurance design for the non-dental portion of the benefit design. In the Catastrophic plan, the deductible must apply to non-preventive child dental benefits.
12. A health plan benefit design that utilizes the child dental standard benefit copay design must adhere to the Covered California 2019 Dental Copay Schedule.
13. Member cost share for Medically Necessary Orthodontia services applies to course of treatment, not individual benefit years within a multi-year course of treatment. This member cost share applies to the course of treatment as long as the member remains enrolled in the plan.
14. Cost-sharing terms and accumulation requirements for non-Essential Health Benefits that are covered services are not addressed by these Patient-Centered Benefit Plan Designs.
15. Mental Health/Substance Use Disorder Other Outpatient Items and Services include, but are not limited to, partial hospitalization, multidisciplinary intensive outpatient psychiatric treatment, day treatment programs, intensive outpatient programs, behavioral health treatment for PDD/autism delivered at home, and other outpatient intermediate services that fall between inpatient care and regular outpatient office visits.
16. Residential substance abuse treatment that employs highly intensive and varied therapeutics in a highly-structured environment and occurs in settings including, but not limited to, community residential rehabilitation, case management, and aftercare programs, is categorized as substance use disorder inpatient services.
17. Specialists are physicians with a specialty as follows: allergy, anesthesiology, dermatology, cardiology and other internal medicine specialists, neonatology, neurology, oncology, ophthalmology, orthopedics, pathology, psychiatry, radiology, any surgical specialty, otolaryngology, urology, and other designated as appropriate. Services provided by specialists for the treatment of mental health or substance use disorder conditions shall be categorized as Mental/Behavioral health or Substance Use disorder outpatient services.
18. The Other Practitioner category may include Nurse Practitioners, Certified Nurse Midwives, Physical Therapists, Occupational Therapists, Respiratory Therapists, Clinical Psychologists, Speech and Language Therapists, Licensed Clinical Social Worker, Marriage and Family Therapists, Applied Behavior Analysis Therapists, acupuncture practitioners, Registered Dietitians and other nutrition advisors. Nothing in this note precludes a plan from using another comparable benefit category other than the specialist visit category for a service provided by one of these practitioners. Services provided by other practitioners for the treatment of mental health or substance use disorder conditions shall be categorized as Mental/Behavioral health or Substance Use disorder outpatient services.
19. The Outpatient Visit line item within the Outpatient Services category includes but

is not limited to the following types of outpatient visits: outpatient chemotherapy, outpatient radiation, outpatient infusion therapy and outpatient dialysis and similar outpatient services.

20. The inpatient physician cost share may apply for any physician who bills separately from the facility (e.g. surgeon). A member's primary care physician or specialist may apply the office visit cost share when conducting a visit to the member in a hospital or skilled nursing facility.
21. Cost-sharing for services subject to the federal Mental Health Parity and Addiction Equity Act (MHPAEA) may be different but not more than those listed in these patient-centered benefit plan designs if necessary for compliance with MHPAEA.
22. Behavioral health treatment for autism and pervasive developmental disorder is covered under Mental/Behavioral health outpatient services.
23. Drug tiers are defined as follows:

| Tier | Definition  |
|------|---|
| 1    | 1) Most generic drugs and low cost preferred brands.  |
| 2    | 1) Non-preferred generic drugs;   |
|      | 2) Preferred brand name drugs; and  |
|      | 3) Any other drugs recommended by the plan's pharmaceutical and therapeutics (P&T) committee based on drug safety, efficacy and cost.                           |
| 3    | 1) Non-preferred brand name drugs or;   |
|      | 2) Drugs that are recommended by P&T committee based on drug safety, efficacy and cost or;  |
|      | 3) Generally have a preferred and often less costly therapeutic alternative at a lower tier.  |
| 4    | 1) Drugs that are biologics and drugs that the Food and Drug Administration (FDA) or drug manufacturer requires to be distributed through specialty pharmacies; |
|      | 2) Drugs that require the enrollee to have special training or , clinical monitoring;   |
|      | 3) Drugs that cost the health plan (net of rebates) more than six hundred dollars (\$600) net of rebates for a one-month supply.                                |
|      |   |

Some drugs may be subject to zero cost-sharing under the preventive services rules.

24. Issuers must comply with 45 CFR Section 156.122(d) dated February 27, 2015 which requires the health plan to publish an up-to-date, accurate and complete list of all covered drugs on its formulary list including any tiering structure that is adopted.
25. A plan's formulary must include a clear written description of the exception process that an enrollee could use to obtain coverage of a drug that is not included on the plan's formulary.
26. The health issuer may not impose a member cost share for Diabetes Self-Management which is defined as services that are provided for diabetic outpatient self-management training, education and medical nutrition therapy to enable a member to properly use the devices, equipment, medication, and supplies, and any additional

outpatient self-management training, education and medical nutrition therapy when directed or prescribed by the member's physician. This includes but is not limited to instruction that will enable diabetic patients and their families to gain an understanding of the diabetic disease process, and the daily management of diabetic therapy, in order to avoid frequent hospitalizations and complications.

27. The cost sharing for hospice services applies regardless of the place of service.
28. For all FDA-approved tobacco cessation medications, no limits on the number of days for the course of treatment (either alone or in combination) may be imposed during the plan year.
29. For inpatient stays, if an issuer does not bill the facility fee and physician/surgeon fee separately, the issuer may combine the physician/surgeon fee with the facility fee and bill it as one charge utilizing the cost sharing requirements for the facility fee.

## Introduction

Chinese Community Health Plan (“CCHP”) is a health maintenance organization (“HMO”) founded in 1986 in San Francisco by Chinese Hospital Association. As a HMO, our objective is to give you peace of mind about your health care coverage. From routine checkups to critical care, pediatrics, and women’s health care, CCHP has you covered.

As explained in this Combined Evidence of Coverage and Disclosure Form, Members of CCHP choose their own Primary Care Physician from the doctors in our medical group, listed in our Provider Directory. Please refer to the Provider Directory for CCHP Primary Care Physician listing. With the wide selection of physicians and office locations, finding the right doctor for you and each member of your family is easy. And each of these physicians is affiliated with one or more of the hospitals which participate in CCHP.

CCHP continues the tradition of quality and trust started by Chinese Hospital over 100 years ago. With CCHP you can be confident that wherever you live in our service area, you will have the quality of care and comprehensive coverage which have been offered by CCHP for nearly 30 years.

**Non-discrimination:** CCHP and its participating organizations do not discriminate in our employment practices or in the delivery of health care services on the basis of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, age or physical or mental disability.

**Help in your language:** Interpreters are available at no cost to you and your family with language assistance needed to access our services. In addition, you may be able to get materials written in your language. For more information, call our Member Services Center at 1-415-834-2118 or **1-877-681-8898** (TTY) 7 days a week from 8:00 a.m. to 8:00 p.m.

## Definitions

**Annual Employer Election Period:** The period of no less than 30 days prior to the completion of the employer's plan year and before the annual employee open enrollment period, in which the qualified employer may change its participation in its health plan for the next plan year.]

**Annual Employee Open Enrollment Period:** The annual open enrollment period of no less than 30 days for qualified employees prior to the completion of the applicable qualified employer's plan year and after that employer's annual election period. ]

**Behavioral Health Treatment:** Professional services and treatment programs, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism.

**Charges:** Those services provided by and or authorized by CCHP, for service by and within one of its contracted-Medical Groups or by one of its contracted Hospitals or ancillary healthcare provider of services or facility, for authorized and covered services within its contracted network.

- For those covered and or authorized services provided to a Member by a non-contracted or out of network provider, the applicable charges shall be determined by the negotiated and/or billed and paid schedule of charges for those services (with Member's responsibility determined by the schedule of benefits applicable to out of network providers).

In some cases, a non-contracted provider or out-of-network provider may provide covered services at an in-network facility where we have authorized you to receive care. You are not responsible for any amounts beyond your cost share for the covered services you receive at contracted or at in-network facilities where we have authorized you to receive care.

- For those services provided to Member which fall both under the below definition (and provisions) for Emergency Care to respond to a qualifying Emergency Medical Condition, the charges in CCHP's schedule of benefits shall apply, and shall be provided to Member subject to CCHP's negotiated contractual provider and or facility agreements or based upon the billed and paid rates for provision of covered and authorized services provided to the Member.
- Medications and Pharmaceuticals: Those covered items obtained at a CCHP Network Pharmacy, shall be governed by contracted pricing, subject to the CCHP formulary. Member's copayment amount for covered, prescribed and approved medications received from the CCHP Network Pharmacy shall be calculated by the applicable Member's schedule of benefits.

**Child:** An adopted, step, or recognized natural child, or any child for whom the employee or subscriber has assumed a parent-child relationship, in lieu of a parent-child relationship as indicated by intentional assumption of parental status, or assumption of parental duties by the



employee or subscriber, as certified by the employee or subscriber at the time of enrollment of the child, and annually thereafter until attainment of age 26, unless the child is a “disabled child”.

**Clinically Stable:** You are considered Clinically Stable when your treating physician believes, within a reasonable medical probability and in accordance with recognized medical standards, that you are safe for discharge or transfer and that your condition is not expected to get materially worse during or as a result of the discharge or transfer.

**Coinsurance:** A percentage of Charges that you must pay when you receive a covered Service as described in the "Health Plan Benefits and Coverage Matrix" section.

**Copayment:** A specific dollar amount that you must pay when you receive a covered Service as described in the “Health Plan Benefits and Coverage Matrix” and “Benefits and Coverage” section. This may also be referred to within this document or by the Health Plan as the “Copay”, “Co-Pay”, or “Co-Payment” amounts. Note: The dollar amount of the Copayment can be \$0 (or also referred to as “no charge” in CCHP Matrix of Benefits or within this document).

**Creditable Coverage means:**

- 1) Any individual or group policy, contract, or program that is written or administered by CCHP, and that arranges or provides medical, hospital and surgical coverage not designed to supplement other private or governmental plans. The term includes continuation or conversion coverage but does not include accident only, coverage for onsite medical clinics, disability income, Medicare supplement, long-term care insurance, dental, vision, coverage issued as a supplement to liability insurance, insurance arising out of a workers' compensation or similar law, automobile medical payment insurance, or insurance under which benefits are payable with or without regard to fault and that is statutorily required to be contained in any liability insurance policy or equivalent self-insurance.
- 2) The federal Medicare program pursuant to Title XVIII of the Social Security Act.
- 3) The Medicaid program pursuant to Title XIX of the Social Security Act.
- 4) Any other publicly sponsored program, provided in this state or elsewhere, of medical, hospital, and surgical care.
- 5) Civilian Health and Medical Program of the Uniformed Services (CHAMPUS).
- 6) A medical care program of the Indian Health Service or of a tribal organization.
- 7) A state health benefits risk pool.
- 8) Federal Employees Health Benefits Program (FEHBP).
- 9) A public health plan as defined in federal regulations authorized by Section 2701(c)(1)(I) of the Public Health Service Act, as amended by Public Law 104-191, the Health Insurance Portability and Accountability Act of 1996.
- 10) A health benefit plan under Section 5(e) of the Peace Corps Act (22 U.S.C. Sec. 2504(e)).

- 11) Any other creditable coverage as defined by subdivision (c) of Section 2704 of Title XXVII of the federal Public Health Services Act (42 U.S.C. Sec. 300gg(c)).

**Cosmetic Surgery:** Surgery that is performed to alter or reshape normal structures of the body in order to improve appearance.

**Cost Sharing:** The amount you are required to pay for a covered Service, for example: the Deductible, Copayment, or Coinsurance.

**Deductible:** The amount you must pay in a calendar year for certain Services before CCHP will cover those Services at the Copayment or Coinsurance in that calendar year. Please refer to the "Health Plan Benefits and Coverage Matrix", "Description of Benefits and Coverage", and "Deductibles" sections for the Services that are subject to the Deductible(s) and the Deductible amount(s).

**Dependent:** The spouse or registered domestic partner, or child, of an eligible employee, subject to applicable terms of the health care service plan contract covering the employee, and includes dependents of guaranteed association Members if the association elects to include dependents under its health coverage at the same time it determines its membership composition pursuant to the definition of Member of Guaranteed Association.

**Disabled child:** A child, as defined in the "child" definition section, who at the time of attaining age 26, is incapable of self-support because of a physical or mental disability which existed continuously from a period commencing 60 days before and ending 60 days after the date of attainment of age 26 and who is enrolled pursuant, until termination of such incapacity. The subscriber must produce satisfactory evidence of such disability to the health plan during this period of time.

**Eligible Employee:** means either of the following:

- 1) **Any permanent employee** who is actively engaged on a full-time basis in the conduct of the business of the employer with a normal workweek of at least 30 hours, at the employer's regular places of business, who has met any statutorily authorized applicable waiting period requirements. The term includes sole proprietors or partners of a partnership, if they are actively engaged on a full-time basis in the employer's business and included as employees under a health care plan contract of an employer, but does not include employees who work on a part-time, temporary, or substitute basis. It includes any eligible employee, as defined in this paragraph, who obtains coverage through a guaranteed association. Employees of employers purchasing through a guaranteed association shall be deemed to be eligible employees if they would otherwise meet the definition except for the number of persons employed by the employer. Permanent employees who work at least 20 hours but not more than 29 hours are deemed to be eligible employees if all four of the following apply:
  - a) They otherwise meet the definition of an eligible employee except for the number of hours worked.
  - b) The employer offers the employees health coverage under a health benefit plan.

- c) All similarly situated individuals are offered coverage under the health benefit plan.
  - d) The employee must have worked at least 20 hours per normal workweek for at least 50 percent of the weeks in the previous calendar quarter. The health care service plan may request any necessary information to document the hours and time period in question, including, but not limited to, payroll records and employee wage and tax filings.
- 2) **Any Member of a Guaranteed Association:** Defined as any individual or employer meeting the association's membership criteria if that person is a member of the association and chooses to purchase health coverage through the association. At the association's discretion, it also may include employees of association members, association staff, retired members, retired employees of members, and surviving spouses and dependents of deceased members. However, if an association chooses to include these persons as members of the guaranteed association, the association shall make that election in advance of purchasing a plan contract. Health care service plans may require an association to adhere to the membership composition it selects for up to 12 months.

**Emergency Care:** Medical screening, examination, and evaluation by a physician or surgeon, or other appropriate personnel under the supervision of a physician to the extent provided by law to determine if an emergency medical condition or active labor exists and, if it does, the care, treatment, and surgery, if within the scope of the appropriate licensed personnel's license and clinical privileges, necessary to relieve or eliminate the emergency medical condition, within the capability of the facility.

**Emergency Ambulance Services:** covered under "Emergency Ambulance Services" in the "Benefits and Coverage" section. CCHP does not cover emergency ambulance services if the enrollee did not require emergency services and care and the enrollee reasonably should have known that an emergency did not exist.

**Emergency Medical Condition:** An Emergency Medical Condition is defined as:

- 1) A medical or psychiatric condition that manifests itself by acute symptoms of sufficient severity (including severe pain) such that you could reasonably expect the absence of immediate medical attention to result in serious jeopardy to your health or body functions or organs; or
- 2) Active labor when there isn't enough time for safe transfer to a Plan Hospital (or designated hospital) before delivery or if transfer poses a threat to your (or your unborn child's) health and safety.

The plan may deny payment of emergency services to a provider only when the enrollee did not require emergency care and reasonably should have known that an emergency did not exist.

**Exigent Circumstance:** Exigent Circumstance exists when an enrollee is suffering from a health condition that may seriously jeopardize the enrollee's life, health, or ability to regain maximum

function or when an enrollee is undergoing a current course of treatment using a nonformulary drug.

**Facility:** Any premises maintained by a provider to provide services on behalf of the plan.

**Family Unit:** A Member and all of his or her Dependents.

**Group:** The entity with which Health Plan has entered into the Agreement that includes this Combined Evidence of Coverage and Disclosure Form (which may be also referred to as the "EOC").

**Habilitative Services:** Medically necessary services and devices that help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. These services may include physical and occupational therapy, speech-language pathology, and other services for people with disabilities in a variety of inpatient or outpatient settings, or both. Habilitative services shall be covered under the same terms and conditions applied to rehabilitative services under the plan contract.

**Health Plan:** Chinese Community Health Plan is a for profit corporation. This Combined Evidence of Coverage and Disclosure Form sometimes refer to Health Plan as "CCHP", "we" or "us."

**Late Enrollee:** An eligible employee or dependent who has declined health coverage under a health benefit plan offered through employment or sponsored by an employer at the time of the initial enrollment period provided under the terms of the health benefit plan, and who subsequently requests enrollment in a health benefit plan of that employer, provided that the initial enrollment period shall be a period of at least 30 days. However, an eligible employee or dependent shall not be considered a late enrollee if the individual meets all of the following requirements:

- 1) The individual was covered under another employer health benefit plan, the Healthy Families Program, or no share-of-cost Medi-Cal coverage at the time the individual was eligible to enroll.
- 2) The individual certified, at the time of the initial enrollment, that coverage under another employer health benefit plan, the Healthy Families Program, or no share-of-cost Medi-Cal coverage was the reason for declining enrollment provided that, if the individual was covered under another employer health benefit plan, the individual was given the opportunity to make the certification required by this subdivision and was notified that failure to do so could result in later treatment as a late enrollee.
- 3) The individual has lost or will lose coverage under another employer health benefit plan as a result of termination of employment of the individual or of a person through whom the individual was covered as a dependent, change in employment status of the individual or of a person through whom the individual was covered as a dependent, termination of the other plan's coverage, cessation of an employer's contribution toward an employee or dependent's coverage, death of a person through whom the individual was covered as a dependent, legal separation, divorce, loss of coverage under the

Healthy Families Program as a result of exceeding the program's income or age limits, or loss of no share-of-cost Medi-Cal coverage.

- 4) The individual requests enrollment within 30 days after termination of coverage, or cessation of employer contribution toward coverage provided under another employer health benefit plan.

CCHP shall not exclude late enrollees from coverage for more than 12 months from the date of the late enrollee's application for coverage. Late enrollees may reapply for coverage at either the next Open Enrollment Period (as agreed to by your CCHP Employer Group and CCHP), or at the one (1) year anniversary of the date that you submitted your late application for coverage, whichever date is earlier.]

**Medical Group:** A group of doctors working together in a shared office or group of offices. Doctors in a medical group have agreed to work together and generally share office systems and records.

**Medically Necessary:** A Service is Medically Necessary if it is medically appropriate and required to prevent, diagnose, or treat your condition or clinical symptoms in accord with generally accepted professional standards of practice that are consistent with a standard of care in the medical community.

**Medically Stable:** You are considered Medically Stable when your treating physician believes, within a reasonable medical probability and in accordance with recognized medical standards, that you are safe for discharge or transfer and that your condition is not expected to get materially worse during or as a result of the discharge or transfer.

**Medicare:** A federal health insurance program for people age 65 and older and some people under age 65 with disabilities or end-stage renal disease (permanent kidney failure). In this Combined Evidence of Coverage and Disclosure Form, Members who are "eligible for" Medicare Parts A or B are those who would qualify for Medicare Part A or B coverage if they applied for it. Members who are "entitled to" or "have" Medicare Part A or B are those who have been granted Medicare Parts A or B coverage.

**Member:** A person who is eligible and enrolled under this Combined Evidence of Coverage and Disclosure Form, and for whom we have received applicable Premiums. This Combined Evidence of Coverage and Disclosure Form sometimes refer to a Member as "you."

**Non-Plan Hospital:** A hospital other than a Plan Hospital.

**Non-Plan Physician:** A physician other than a Plan Physician.

**Non-Plan Provider:** A provider other than a Plan Provider.

**Other Practitioner:** this category may include Nurse Practitioners, Certified Nurse Midwives, Physical Therapists, Occupational Therapists, Respiratory Therapists, Clinical Psychologists, Speech and Language Therapists, Licensed Clinical Social Worker, Marriage and Family

Therapists, Applied Behavior Analysis Therapists, acupuncture practitioners, Registered Dietitians and other nutrition advisors. Nothing in this note precludes CCHP from using another comparable benefit category other than specialist for a service provided by one of these practitioners.

Endnote:

- The cost sharing for visits to providers that are not Primary Care Physicians, but are also not Specialist Physicians are equal to the cost sharing indicated for “Other Practitioners.”

**Out of Area:** Coverage while the Member is anywhere outside the service area of the plan, and shall also include coverage for urgently needed services to prevent serious deterioration of a Member’s health resulting from unforeseen illness or injury for which treatment cannot be delayed until the Member returns to the plan’s service area.

**Out-of-Area Urgent Care/Urgently Needed Services:** Medically Necessary Services to prevent serious deterioration of your (or your unborn child's) health resulting from an unforeseen illness, unforeseen injury, or unforeseen complication of an existing condition (including pregnancy) if all of the following are true:

- You are temporarily outside our Service Area
- You reasonably believed that your (or your unborn child's) health would seriously deteriorate if you delayed treatment until you returned to our Service Area

**PPACA:** The federal Patient Protection and Affordable Care Act (Public Law 111-148), as amended by the federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), and any rules, regulations, or guidance issued thereunder.

**Plan Contracted Hospitals:** Any hospital listed in the "Hospitals" section. Plan Contracted Hospitals are subject to change at any time without notice. For the current locations of Plan Contracted Hospitals, please call our Member Services Center at the number listed in this document or which is listed on your CCHP Medical Group Health Plan ‘Insurance Card’.

**Plan Network Pharmacy:** Is a Pharmacy contracted with Chinese Community Health Plan at which you can get your prescription drug benefits, except that our contracted pharmacies are subject to change at any time without notice. For the current locations of Plan Pharmacies, please call our Member Services Center at the number listed in this document or which is listed on your CCHP Medical Group Health Plan ‘Insurance Card’.

**Plan Physician:** Any licensed physician who is a partner or employee of the Medical Group, or any licensed physician who contracts to provide Services to Members (but not including physicians who contract only to provide referral Services).

**Plan Provider (also referred to as “Plan Healthcare Provider”):** Independent contractors that are; a Plan Hospital, a Plan Physician, the Medical Group, a Plan Network Pharmacy, licensed or non-licensed qualified autism service providers, professionals, and paraprofessionals contracted with the Plan or subcontracted with the Plan's providers to provide behavioral health treatment

for pervasive development disorder or autism, or any other health care provider that we designate as a Plan Provider.

**Plan Skilled Nursing Facility:** A Skilled Nursing Facility approved by Health Plan.

**Post-Stabilization Care:** Post-Stabilization Care is Medically Necessary Services you receive after your treating physician determines that your Emergency Medical Condition is Clinically Stable.

**Premiums:** Periodic membership charges paid by you the individual or your employer.

**Qualified Health Plan:** A health plan that has been determined to be a Qualified Health Plan (QHP) by the California State Department of Managed Health Care (DMHC).

**Rating Period:** Period for which premium rates established by the Plan are in effect and shall be no less than 12 months from the date of issuance or renewal of the plan contract.

**Rating Factors:** The premium rates for an individual purchasing directly from the plan or the employer group plan contract shall vary with respect to the particular coverage involved only by the following:

- 1) **Age** pursuant to the age bands established by the United States Secretary of Health and Human Services pursuant to Section 2701(a)(3) of the federal Public Health Service Act (42 U.S.C. Sec. 300gg(a)(3)). Rates based on age shall be determined based on the individual's birthday and shall not vary by more than three to one for adults.
- 2) **Geographic Rating Regions** as specified by the State of California. CCHP's service area includes all of Rating Region 4, San Francisco County and part of Region 8, San Mateo County
- 3) **Whether the contract covers an individual or family, as described in PPACA**

**Reconstructive Surgery:** surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following:

- a) To improve the function.
- b) To create a normal appearance, to the extent possible.

**Registered Domestic Partner:** A person who has established a domestic partnership as described in Section 297 of the Family Code.

**Service Area:** CCHP service area includes all of the following San Francisco County and San Mateo County zip codes:

|       |       |       |
|-------|-------|-------|
| 94005 | 94102 | 94123 |
| 94010 | 94103 | 94124 |
| 94011 | 94104 | 94127 |

|       |       |       |
|-------|-------|-------|
| 94014 | 94105 | 94128 |
| 94015 | 94107 | 94129 |
| 94018 | 94108 | 94130 |
| 94019 | 94109 | 94131 |
| 94030 | 94110 | 94132 |
| 94037 | 94111 | 94133 |
| 94038 | 94112 | 94134 |
| 94044 | 94114 | 94158 |
| 94066 | 94115 | 94083 |
| 94080 | 94116 | 94128 |
| 94401 | 94117 | 94016 |
| 94402 | 94118 | 94017 |
| 94403 | 94121 | 94497 |
| 94404 | 94122 |       |

**Small Employer:**

- 1) For plan years commencing on or after January 1, 2016, any person, firm, proprietary or nonprofit corporation, partnership, public agency, or association that is actively engaged in business or service, that, on at least 50 percent of its working days during the preceding calendar quarter or preceding calendar year, employed at least one, but no more than 100, eligible employees, the majority of whom were employed within this state, that was not formed primarily for purposes of buying health care service plan contracts, and in which a bona fide employer-employee relationship exists.
- 2) Any guaranteed association that purchases health coverage for members of the association.

**Special Enrollment Periods:** The special allowance for qualified individuals and enrollees to enroll in or change from one QHP to another as a result of the following triggering events:

- 1) A qualified individual or dependent loses minimum essential coverage;
- 2) A qualified individual gains a dependent, or becomes a dependent through marriage, registered domestic partnership, birth, adoption or placement for adoption;
- 3) A qualified individual's enrollment or non-enrollment in a QHP is unintentional, inadvertent, or erroneous and is the result of the error, misrepresentation, or inaction of an officer, employee, or agent of the Exchange or HHS, or its instrumentalities as evaluated and determined by the Exchange. In such cases, the Exchange may take such action as may be necessary to correct or eliminate the effects of such error, misrepresentation, or inaction;
- 4) An enrollee adequately demonstrates to the Exchange that the QHP in which he or she is enrolled substantially violated a material provision of its contract in relation to the



enrollee; Individual is mandated to be covered as a dependent pursuant to a state or federal court order;

- 5) Individual is mandated to be covered as a dependent pursuant to a state or federal court order
- 6) Individual has been released from incarceration;
- 7) Individual's health issuer substantially violated a material provision of the contract;
- 8) Individual gains access to new health benefit plans as a result of a permanent move;
- 9) Individual was receiving services from a contracting provider under another plan;
- 10) Individual demonstrates he/she did not enroll in a plan during the immediately preceding enrollment period because s/he was misinformed s/he was covered under minimum essential coverage;
- 11) Individual is a member of the reserve forces of the US military returning from active duty or a member of the California National Guard returning from active duty.
- 12) Individual who was not previously a citizen, national, or lawfully present individual gains such status;
- 13) An individual is determined newly eligible or newly ineligible for advance payments of the premium tax credit or has a change in eligibility for cost-sharing reductions, regardless of whether such individual is already enrolled in a QHP;
- 14) An Indian, as defined by section 4 of the Indian Health Care Improvement Act, may enroll in a QHP or change from one QHP to another one time per month;
- 15) A qualified individual or enrollee demonstrates to the Exchange, in accordance with guidelines issued by HHS, that the individual meets other exceptional circumstances as the Exchange may provide;

**Specialists Physicians:** are physicians with a specialty such as allergy, anesthesiology, dermatology, cardiology and other internal medicine specialist, neonatology, neurology, oncology, ophthalmology, orthopedics, pathology, psychiatry, radiology, any surgical specialty, otolaryngology, urology, and other categories designated as appropriate.

**Therapeutic Equivalent:** drug products are considered therapeutic equivalents only when they are pharmaceutical equivalents and can be expected to have the same clinical effect and safety profile as one or more other drugs that treat a disease or health condition.

## Eligibility, Enrollment, and Effective Dates

### Applying for Membership

**For Employer Groups:** If you are enrolling as through your employer group, CCHP and your group have agreed on eligibility requirements for coverage through your group. If you meet these eligibility requirements, you may enroll yourself as a subscriber, and you may also enroll any eligible dependents.

**For Individuals:** If you are not eligible for coverage through an employer group, you may apply to enroll yourself as a Member, and you may also enroll any eligible dependents. One of the eligibility requirements is that each Member must live or work in the CCHP service area (except as provided below).

You are eligible to become a member of this plan if you are a qualifying American Indian or Alaskan Native as determined by Covered California, and at or below 300% of the Federal Poverty Level.

You may apply to enroll yourself as a Member, and you may also enroll any eligible dependents. One of the eligibility requirements is that each Member must live or work in the CCHP service area (except as provided below).

### Eligible Dependents are:

- Your spouse/domestic partner.
- You or your spouse/domestic partner's children or adopted children up to age 26 whether they are married or unmarried. Under California law, a child is eligible for enrollment even if the child was born out of wedlock, the child is not claimed as a dependent on a parent's federal income tax return, or does not permanently reside with the parent or within the CCHP service area. (If considering enrollment of a child who does not reside in the CCHP service area, please remember that the only benefit or services available out of the service area are as defined under "Emergency and Urgently Needed Services" in this document.)
- Your or your spouse's/domestic partner's dependent children who are over the limiting ages above but who are incapable of self-sustaining employment because of mental retardation or physical handicap incurred prior to the limiting age, and are chiefly dependent on you or your spouse for support. Proof of incapacity and dependency must be furnished to the Plan upon request.
- An enrolled Dependent child who reaches age 26 during a benefit year may remain enrolled as a dependent until the end of that benefit year. The dependent coverage shall end on the last day of the benefit year during which the Dependent child becomes ineligible.

Eligibility may not be based on certain health status-related factors. CCHP may not exclude coverage of an eligible Member/dependent based on an actual/expected condition or by type of illness or treatment with the exception that CCHP may exclude coverage due to late enrollment.

CCHP will not refuse to cover or refuse to continue to cover, or limit the amount or kind of coverage available to an individual or charge a different rate for the same coverage solely because of blindness, partial blindness, or physical or mental impairment.

CCHP will not exclude coverage solely due to conditions attributable to or exposure to diethylstilbestrol. CCHP will not refuse coverage on the basis of a person's genetic characteristics that may be associated with a disability in the person or the person's offspring.

### *New Members*

- If you are enrolling through your employer group, you and your current dependents must apply for membership through your group within 60 days of becoming eligible to enroll. Persons not enrolling when first eligible may do so only during your group's annual open enrollment period, which is established by agreement between CCHP and your group. Your group will announce the open enrollment dates.]
- If you are not enrolling through an employer group and enrolling directly to CCHP, you must submit a completed enrollment application; for yourself and each eligible dependent you wish to enroll.

### **Eligibility for Pediatric Dental Services**

Individuals under 19 years of age, who meet the eligibility requirements specified in your CCHP EOC are eligible for the pediatric dental plan as described in the dental addendum to this EOC.

### **Adding Dependents**

You may add a new spouse, a new domestic partner, or newly acquired children, including newborn children or newly adopted children, by submitting a change of enrollment form within 60 days of their becoming your dependent.

**For those who enroll through an employer group sponsored plan,** the employee must enroll or be enrolled in order to enroll a dependent. Dependents not enrolled when initially eligible may be enrolled only during your group's open enrollment period. To add dependents the employee must submitting the following:

- A completed Change of Enrollment form (including approval by the Employer);
- Documentation as requested to validate the adding of a Dependent. These may include but are not limited to adoption papers, custody agreements, marriage license or domestic partnership 'declaration' or license, birth certificate, and or other documents sufficient to validate the applicability for the additional dependent/ change of status.]

**For individuals who enroll directly with CCHP,** the Member may apply to add dependents not enrolled when the Member was initially enrolled by submitting the following:

- A completed Change of Enrollment form
- Documentation as requested to validate the adding of a Dependent. These may include but are not limited to adoption papers, custody agreements, marriage license or domestic partnership 'declaration' or license, birth certificate, and or other documents sufficient to validate the applicability for the additional dependent/ change of status

**Exception:** A newborn child will be covered for the first 30 days of life. CCHP requires that the Member submit a Change of Enrollment application form for a newborn to CCHP within the first 60 days of life or the newborn will not be covered thereafter. An adopted child may be enrolled by the Member by submitting a Change of Enrollment application form to CCHP within

60 days of legal adoption or of the date the day the adoptive parents obtain the right to control health care for the child. We will accept these dependents without medical evaluation and without an application processing charge.

The effective date of an enrollment resulting from marriage is no later than the first day of the month following the date that the enrollment form or the change of enrollment form is signed. Enrollments due to birth, adoption, or placement for adoption are effective on the date of birth, adoption, or placement for adoption.

### **Special Enrollment of New Dependents**

Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), you may enroll your new eligible dependents within 60 days of marriage, birth, adoption, or placement for adoption by submitting to CCHP an enrollment application or change of enrollment form.

The effective date of an enrollment resulting from marriage is no later than the first day of the month following the date that the enrollment form or the change of enrollment form is signed. Enrollments due to birth, adoption, or placement for adoption are effective on the date of birth, adoption, or placement for adoption.

### **Special Enrollment Periods**

Individuals who are qualified to enroll under the Special Enrollment Periods may enroll within 60 days of the triggering events. Please refer to the Special Enrollment Periods definition, which is in the definition section of this Evidence of Coverage.

In general, the start date for coverage depends on the date of enrollment. If premium payment is delivered or postmarked within the first 15 days of the month, coverage becomes effective no later than the first day of the following month. If premium payment is delivered or postmarked during the last 15 days of the month, coverage becomes effective no later than the first day of the second month following delivery or postmark of the payment.

For most qualifying life events, the start date for coverage depends on the date individuals enroll, but there are a few exceptions to the start date rule: 1) Coverage becomes effective immediately on the date of birth, adoption, or placement for adoption or foster care, 2) A loss of Medi-Cal coverage, job-based coverage or other coverage, coverage would start on the first day of the next month following plan selection, 3) In the case of marriage, coverage will start on the first day of the next month following plan selection, 4) When a spouse or registered domestic partner loses minimum essential coverage, the coverage effective date is the first day of the month following the date the plan receives a request for special enrollment, or 5) In the case of a court order, coverage is effective on the date the court order is effective.

### **When Does Coverage Begin?**

Coverage for every new CCHP Member (except a newborn or newly adopted child) will begin at (12:00 a.m.) on the effective date of coverage as indicated in CCHP's notice of acceptance. An eligible and enrolled newborn child is covered from birth; an adopted and enrolled child is covered from the date the adoptive parents have the right to control health care for the child.

**Newly Eligible Members:** When a member submits a premium payment, based on the quoted premium charges, and that payment is delivered or postmarked, whichever occurs earlier, within the first 15 days of the month, coverage under the plan contract shall become effective no later than the first day of the following month. When that payment is neither delivered nor postmarked until after the 15<sup>th</sup> day of a month, coverage shall become effective no later than the first day of the second month following delivery or postmark of the payment.

**Newly Eligible Dependents:** Coverage for a newly eligible and enrolled spouse or domestic partner or a newly acquired dependent child is effective on the first day of the month following acceptance of a valid application. A newborn child is automatically covered from the moment of birth for 30 days, whether or not the Member submits an application to CCHP to enroll the child; the child must be enrolled by the Member within 60 days after birth for coverage to continue. An adopted and enrolled child is covered from the date the adoptive parent has the right to control health care for the child.

Your group is required to inform you when you are eligible to enroll and what your effective date of coverage is. If you are eligible to enroll as described in “When Does Coverage Begin” section, enrollment is permitted and membership begins at the beginning (12:00 a.m.) of the effective date of coverage, except that your group may have additional requirements that we have approved, which allow enrollment in other situations.

**Open Enrollment Period:** You may enroll as a Member (along with any eligible dependents), and existing Members may add eligible dependents by submitting a CCHP approved enrollment application to your group during the open enrollment period. Your group will let you know when the open enrollment period begins and ends and the effective date of coverage.]

## Coordination of Benefits

The Services covered under this Combined Evidence of Coverage and Disclosure Form are subject to coordination of benefits (COB) rules. If you have a medical or dental plan with another health plan or insurance company, we will coordinate benefits with the other coverage under the COB rules of the California Department of Managed Health Care. Those rules are incorporated into this Combined Evidence of Coverage and Disclosure Form. If both the other coverage and we cover the same Service, the other coverage and we will see that up to 100 percent of your covered medical expenses are paid for that Service. The COB rules determine which coverage pays first, or is "primary," and which coverage pays second, or is "secondary." The secondary coverage may reduce its payment to take into account payment by the primary coverage. You must give us any information we request to help us coordinate benefits.

If you have any questions about COB, please call our Member Services Center.

## Medicare Benefits

Your benefits are reduced by any benefit to which a Member is entitled under Medicare, except for Members whose Medicare benefits are secondary by law.

## **Members Working for Employers of 20 or more Employees**

Provisions of Federal law applying to employers of 20 or more people require that Medicare-eligible employees decide (for both themselves and a Medicare-eligible spouse) either (1) to continue the employer-sponsored group health benefits coverage, or (2) to select Medicare as their primary coverage.

Note: When the employee is under age 65 and the spouse is age 65 or over, this decision must be made for the spouse alone. “Primary,” in this case, means that CCHP pays for covered services before Medicare coverage applies and the benefits of Medicare are reduced by any benefits to which the Member is entitled under CCHP.

If the employee decides to continue the employer-sponsored group coverage as primary, CCHP coverage is provided on the same basis as for group Members under age 65. If the employee selects Medicare as primary, the employee (and Medicare-eligible spouse, if applicable) ceases to be covered by CCHP or any other employer-sponsored group coverage. Therefore, references in this booklet to Medicare do not apply to any Member for whom CCHP is primary over Medicare.

## **Members Working for Employers of 19 or Fewer Employees**

Medicare coverage is primary for Medicare-eligible employees (and spouses) who work for an employer with 19 or fewer employees. “Primary,” in this case, means that Medicare pays for services before CCHP’s coverage applies, and CCHP benefits are reduced by any benefits to which the Member is entitled under Medicare. Therefore, references in this document to Medicare apply to these Members.

## **Persons Qualifying for Medicare due to End Stage Renal Disease**

CCHP will provide benefits before Medicare when the Member is eligible for Medicare solely due to end stage renal disease during the first 30 months that the Member is eligible to receive benefits for end-stage renal disease from Medicare.

## **Retirees**

Some groups contract with CCHP to cover retirees and their dependents. Contact your group to see if group retiree coverage is available to you. Medicare coverage is primary for Medicare-eligible retirees. Therefore, references in this booklet to Medicare apply to these Members.

## **Renewal Provisions**

We will automatically renew this Agreement each year on the renewal date of the agreement with your Employer. Your coverage and premiums are subject to change at the time your employer agreement is renewed.

## **Termination of Coverage**

### **Effect of Termination**

All rights to benefits cease on the date coverage terminates. Your membership termination date is the first day you are not covered (for example, if your termination date is January 1, 2011,

your last minute of coverage was at 11:59 p.m. on December 31, 2010). When a Member's membership ends, the memberships of any Dependents end at the same time. There is no coverage for continued hospitalization or treatment of any condition, including pregnancy, beyond the effective date of termination. Persons will be charged private rates for any services received from providers after coverage terminates. Health Plan and Plan Providers have no further liability or responsibility under this Combined Evidence of Coverage and Disclosure Form after your membership terminates, except as provided under this "Termination of Coverage" section.

## Termination by Loss of Eligibility

Coverage terminates when a person ceases to be eligible as defined in the "Eligibility" section:

- 1) For a Member and all enrolled family members when the Member ceases to be eligible.
- 2) In the event of a divorce, a spouse's coverage terminates at the end of the month in which the divorce is final.
- 3) For a dependent child, coverage terminates at the end of the month in which the child marries, or reaches the age limit(s), or ceases to meet any other eligibility requirement.

If you meet the eligibility requirements described under the "Eligibility, Enrollment, and Effective Dates" section on the first day of a month, but later in that month you no longer meet those eligibility requirements, your membership will end at 11:59 p.m. on the last day of that month. For example, if you become ineligible on December 5, 2010, your termination date is January 1, 2011, and your last minute of coverage is at 11:59 p.m. on December 31, 2010.

## Conversion

A Member who loses eligibility as your dependent may be eligible to convert to his or her own individual plan coverage without a medical evaluation, without an application processing charge, and with no break in coverage, by applying to CCHP within 60 days after he or she no longer qualifies as a dependent under your individual coverage. Member status begins at the time dependent eligibility ends. The terms, benefits, and subscription charges may be different from under your current individual conversion coverage.

## Termination and Cancellation by the Plan for Intentional Fraud

CCHP may rescind coverage if the Member intentionally commits fraud in connection with membership, Health Plan, or a Plan Provider. Some examples of fraud include:

- Intentional misrepresentation of a material fact by the Member
- Presenting an invalid, forged, or modified, prescription or physician order
- Misusing a CCHP ID card (or letting someone else use it)

If the Member terminated is the subscriber, coverage for all family members will be terminated at the same time as the subscriber. We may also report criminal fraud and other illegal acts to the authorities for prosecution.

After 24 months following issuance of a health plan contract, the plan will not rescind the plan contract for any reason, and shall not cancel the contract, limit any provisions of the contract, or raise premiums on the contract due to any omissions, misrepresentations, or inaccuracies in the application form, whether willful or not.

Plan shall send a notice to the enrollee or subscriber via regular certified mail at least 30 days prior to the effective date of the rescission notifying the enrollee or subscriber of the right to appeal of the decision.

## **Right to Request Review of Rescission, Cancellation, or Nonrenewal**

If you believe that your health plan enrollment or subscription has been, or will be, improperly rescinded, canceled, or not renewed, you have the right to file a complaint. A complaint is also called a grievance or an appeal.

First, file your complaint with CCHP:

- You can file a complaint with CCHP by calling 1-888-775-7888, (TTY) 1-877-681-8898, or visiting [www.cchphmo.com](http://www.cchphmo.com).
- You should file your complaint as soon as possible after you receive notice that your health plan enrollment or subscription will be rescinded, canceled or not renewed.
- If your problem is urgent CCHP must give you a decision within 3 days. Your problem is urgent if there is a serious threat to your health that must be resolved quickly.
- If your problem is not urgent, CCHP must give you a decision within 30 days.

Take your complaint to the California Department of Managed Health Care (DMHC):

The DMHC oversees HMOs and other health plans in California and protects the rights of HMO members. You can file a complaint with the DMHC if:

- You are not satisfied with CCHP's decision about your complaint, or;
- You have not received the decision within 30 days or within 3 days if the problem is urgent.
- The DMHC may allow you to submit a complaint directly to the DMHC, even if you have not filed a complaint with your health plan, if the DMHC determines that your problem requires immediate review.

An optional DMHC complaint form is available at [www.healthhelp.ca.gov](http://www.healthhelp.ca.gov). For help, contact:

Help Center, DMHC  
980 Ninth Street, Suite 500  
Sacramento, CA 95814-2725  
1-888-466-2219  
TDD: 1-877-688-9891  
FAX: 1-916-255-5241  
[www.healthhelp.ca.gov](http://www.healthhelp.ca.gov)



There is no charge to call and help is available in many languages.

### **Termination Initiated by the Member**

In order to terminate health care coverage provided by the Plan, a member must request for termination by submitting a written request to terminate from a plan to CCHP Member Services. Members must provide a reason for termination, the member's signature, and if applicable, the proposed effective termination date. If no termination date is given, CCHP will terminate the member on the first of the following month from the date of the written termination request.

### **Termination or Cancellation by the Plan Due to Non-payment of Premiums-Applicable to Members Enrolling Direct to CCHP**

For Members enrolling directly with the plan, CCHP may terminate and/or cancel coverage of Members for failure to pay premiums or arrange payment of any amount due within 30 days of the date that notification regarding the amount due has been sent. At least 30 days advance written notice will be sent to each participant who would be affected by the termination.

### **Termination or Cancellation by the Plan Due to Non-payment of Premiums-Applicable to Members Enrolling through an Employer Group**

For Members enrolling through an employer group with the plan, CCHP may terminate and/or cancel coverage of Members for failure to pay premiums or arrange payment of any amount due. The Plan must provide the group with at least a 30-day grace period prior to cancelling or not renewing a health plan contract for nonpayment of premiums. This grace period does not begin until after the conclusion of any coverage period for which the plan has received full payment from the group and must continue for a minimum of 30 days thereafter. If payment has not been received by the Plan effective on the 31<sup>st</sup> day of non-payment, coverage will ceased for all covered Members.

### **Termination of Group Agreement**

If the group or the Plan terminates the group agreement, the coverage for all Members (except certain disabled Members discussed below) enrolled through the group will end on the date the group agreement ends, and the Members will have no right to convert to individual plan coverage.

If you become totally disabled while covered under this group agreement and the group agreement is terminated, Plan coverage for the disabling condition will continue for 12 months or until you are no longer disabled, whichever occurs first. Such care is subject to the terms of this coverage, including monthly charges and copayments. This continuation provision does not apply to Members or their family members who become totally disabled after the subscriber retired from the group.

### **Refunds and Review of Termination**

If coverage is terminated by the Plan or by a Member, payment of monthly charges for any period after the termination date and any other amount due to the subscriber will be refunded within 20 business days, less any amounts due to CCHP or its providers.

If you believe your coverage in the Plan was terminated or not renewed because of your health status or your need for health care services, you may request a review of the termination by the California Department of Managed Health. The department's Internet Web site <http://www.hmohelp.ca.gov> has complaint forms and instructions online.

## Termination of a Product or all Products

CCHP may terminate a particular product or all products offered in a market as permitted or required by law. If we discontinue offering a particular product in a market, we will terminate just the particular product upon 90 days prior written notice to you. However, the plan will make available to members all health benefit plans still available in the market. If we discontinue offering all products in the market, or all products in all markets, in this state, we may terminate your coverage upon 180 days prior written notice to you.

## Certificates of Creditable Coverage

The Health Insurance Portability and Accountability Act (HIPAA) requires employers or health plans to issue "Certificates of Creditable Coverage" to terminated group Members. The certificate documents health care membership and is used to prove prior creditable coverage when a terminated Member seeks new coverage. When your membership terminates, or at any time upon request, we will mail the certificate to you (the Member) unless your Group has an agreement with us to mail the certificates. If you have any questions, please contact your Group's benefits administrator.

## Notice of Cancellation or Nonrenewal

Health and Safety Code section 1365(b) provides that an enrollee or subscriber who alleges that an enrollment or subscription has been "improperly cancelled, rescinded or not renewed" may request review pursuant to section 1368.

- 1) A health plan must provide the individual, employer, or contractholder with appropriate notice of cancellation or nonrenewal of the health plan enrollment or subscription. A notice of cancellation or nonrenewal must be in writing and dated, and must include:
  - a) The reason for cancellation or nonrenewal of the health plan contract;
  - b) The time when the cancellation or nonrenewal takes effect; and
  - c) A notice of the right to request review of the cancellation or nonrenewal of the health plan contract. This notice must state that a subscriber, contractholder, or enrollee who believes that his or her health plan enrollment or subscription has been improperly canceled or not renewed may request a review from the Director.
  - d) For cancellations or nonrenewals based on nonpayment of premiums, the health plan must also "duly notify" the consumer, as specified in section 5.2 of this guidance. The information required under this section and section 5.2 may be combined into a single document.
  - e) For cancellations or nonrenewals based on any reason other than nonpayment of premiums, the health plan must also include notice of the opportunity to continue coverage, as specified in section 5.3 of this guidance.

The information required under this section and section 5.3 may be combined into a single document.

- 2) If the cancellation or nonrenewal is based on nonpayment of premiums, the notice of cancellation or nonrenewal must also "duly notify" the individual, employer or contractholder, consistent with section 4.2 of this guidance, including:
  - a) a statement of the dollar amount due;
  - b) appropriate disclosure of the availability of the grace period; and
  - c) any other necessary information.
- 3) If the cancellation or nonrenewal is based on any reason described in Health and Safety Code sections 1365 other than nonpayment of premiums, the notice of cancellation or nonrenewal must disclose the opportunity to continue coverage, as applicable.]

### Grace Period for Termination Due to Non-payment of Premiums

The grace period will begin one day after the premium due date, this period will continue for 30 consecutive days (90 consecutive days for individuals receiving tax credits) during which CCHP will continue to provide coverage consistent with the terms of the health plan contract.

Members will be sent a notice of suspension due to nonpayment of premiums on the first day of the effective grace period (one day after the premium due date). The notice is sent separate from the original premium bill and will include the dollar amount due to CCHP, disclosure of the grace period, and other necessary information.

**Grace Period Example:** Individual has paid the premium required for the month of April. CCHP billed the individual for the May premium on April 1, due by April 30. CCHP has not received any payment by April 30 and provides a notice of cancellation (including notice of the grace period) on May 1. For individuals who do not receive tax credits, the 30-day grace period may begin on May 1. The Health Plan must continue coverage until May 31. If payment is not received on or before May 31, the delinquent individual's coverage may be terminated on June 1, effective on June 1. For individuals who receive tax credits, the 90-day grace period may begin on May 1 and CCHP will continue coverage until July 31. If the payment is not received on or before July 31, the individual's coverage may be terminated on August 1.

If the individual or a party acting on his or her behalf, submits the necessary premium payment to CCHP on or before the last day of the grace period, CCHP must ensure that coverage is continued pursuant to the terms of this health plan contract without interruption. Reinstatement of the enrollee from suspension, upon payment after the due date, but during months 1 through 3, in the amount of the entire premium due will have coverage reinstated to the last day of paid coverage.

If you wish to terminate your coverage immediately, contact CCHP as soon as possible.

### Continuation of Coverage

If you receive notice that your coverage is being rescinded, canceled or not renewed for any reason besides failure to pay premiums, and if your coverage is still in effect when you submit

your complaint, CCHP must continue your coverage until the review process is completed (including any review by the DMHC Director). If your coverage is continued, you must still pay your usual premiums.

If your coverage has already ended when you submit your request for review, CCHP is not required to continue your coverage. However, you can still request a review of CCHP's decision to rescind, cancel or not renew your coverage by following the complaint process described above. If you submit a complaint to the DMHC and the Director decides in your favor, CCHP must reinstate your coverage, back to the date of the rescission, cancellation, or nonrenewal.

## Reinstatement of Your Membership after Termination for Non-payment of Premiums

If we terminate your membership for non-payment of premiums, we will permit reinstatement of your membership twice during any 12-month period if we receive the amounts owed within 30 days of the date the notice confirming termination of membership was mailed to you. We will not reinstate your membership if you do not obtain reinstatement of your terminated membership within the required 30 days, or if we terminate your membership for non-payment of premiums more than twice in a 12-month period.

## Continuation of Coverage

This section describes your rights to continuation of group or individual coverage. Your rights to continuation of group coverage depend on whether your group is subject to federal COBRA (generally employers with 20 or more employees), or Cal-COBRA (employers of 2-19 employees). The paragraphs below provide a summary of these laws. Keep in mind that the descriptions below are only summaries; if you want more information either contact your employer or CCHP, as appropriate.

**Please examine your options carefully before declining this coverage. You should be aware that companies selling individual health insurance typically require a review of your medical history that could result in a higher premium or you could be denied coverage entirely.**

## Continuation of Group Coverage Under Federal Law

A federal law, known as "COBRA," applies to employees and covered dependents of most employers of 20 or more persons. This law offers Members the opportunity for a temporary extension of coverage at modified group rates in certain circumstances when coverage would otherwise end. Depending upon the individual situation, COBRA allows continuation of coverage for 18 or 29 or 36 months. (There may also be an extension of these limits under Cal-COBRA; see "Continuation of Group Coverage Under State Law" below.) Please contact your employer for specific questions about your rights for continuation of group coverage; your employer is responsible for providing you notice of your right to receive continuing coverage under COBRA.

## **COBRA Qualifying Events**

In general, if your employer is subject to COBRA, Members may qualify for continuation of coverage if they lose coverage for one of the following reasons:

- 1) Termination or separation from employment for reasons other than gross misconduct;
- 2) Reduction of work hours;
- 3) The subscriber's death;
- 4) A spouse ceasing to be eligible due to divorce or legal separation; or
- 5) A dependent child ceasing to be an eligible dependent

## **Continuation of Group Coverage Under State Law**

A state law, known as "Cal-COBRA", applies to employees and covered dependents of most employers of 2-19 employees. These persons are not eligible under federal COBRA. This law offers Members the opportunity for a temporary extension of coverage at modified group rates in certain circumstances when coverage would otherwise end. For any individuals who became eligible for Cal-COBRA coverage prior to January 1, 2003, the period of extension of coverage is up to 18, 29 or 36 months, depending on the individual situation. For individuals who became eligible for Cal-COBRA coverage on or after January 1, 2003, the period of extension of coverage is up to 36 months. Please contact your employer or CCHP at 415-955-8800 for specific questions about your rights for continuation of group coverage under Cal-COBRA.

## **Cal-COBRA Qualifying Events**

In general, under Cal-COBRA Members may qualify for continuation of coverage if they lose coverage for one of the following reasons:

- 1) Termination or separation from employment for reasons other than gross misconduct;
- 2) Reduction of work hours;
- 3) The employee's death;
- 4) Divorce or legal separation from a covered employee;
- 5) Loss of dependent status under the group plan;
- 6) Dependent loses coverage due to the covered employee's Medicare eligibility.

## **Notification of a Cal-COBRA Qualifying Event**

Under Cal-COBRA, a Member is responsible for notifying CCHP in writing of the Member's death, Medicare entitlement, divorce, legal separation or a child's loss of dependent status under this plan. This notice must be given within 60 days of the date of the later of the qualifying event or the date on which coverage would otherwise terminate under this plan because of a qualifying event. Failure to provide such notice within 60 days will disqualify the Member from receiving continuation coverage under Cal-COBRA.

The employer is responsible for notifying CCHP in writing of the Member's termination or reduction of hours of employment within 30 days of this event.

When CCHP is notified that a qualifying event has occurred, CCHP will inform the Member within 14 days of his or her right to continue group coverage under this plan. The Member must then notify CCHP in writing within 60 days of the later of the date of the notice of the Member's right to continue group coverage, or the date coverage terminates due to the qualifying event. If the Member does not notify CCHP within 60 days, the Member's coverage will terminate on the date the Member would have lost coverage because of the qualifying event.

If this plan replaces a previous group plan that was in effect with the employer, and the Member had elected Cal-COBRA continuation coverage under the previous plan, the Member may choose to continue to be covered by this plan for the balance of the period that the Member could have continued to be covered under the previous plan, provided that the Member notifies CCHP within 30 days of receiving notice of the termination of the previous group plan.

### **Cal-COBRA Extension of COBRA Time Limits**

A new law now applies to any Members who become eligible for COBRA coverage on or after January 1, 2003. Any such Members, whose COBRA coverage extension time limits are 18 or 29 months, will be eligible to continue their coverage under Cal-COBRA for up to a maximum of 36 months from the date continuation coverage began under COBRA. The employer is responsible for notifying COBRA members of their right to possibly continue coverage under Cal-COBRA at least 90 calendar days before their COBRA coverage will end. The COBRA member may also contact CCHP for information about continuing coverage. If a Member elects to apply for continuation of coverage under Cal-COBRA, the Member must notify CCHP in writing at least 30 days before COBRA termination. The Plan will then provide the Member with the information and forms needed to extend coverage under Cal-COBRA.

### **Premiums and Payments for COBRA or Cal-COBRA**

- The premium for a COBRA member will be 102% of the applicable group premium rate.
- The premium for a Cal-COBRA member will be 110% of the applicable group premium rate, except for a subscriber who is eligible to continue group coverage to 36 months because of a Social Security disability determination, in which case the premium for months 19 through 36 will be 150% of the applicable group premium rate.

If the Member is enrolled in COBRA and is contributing to the cost of coverage, the employer will be responsible for collecting and submitting all premiums to CCHP.

Cal-COBRA members must submit premiums directly to CCHP. The initial premium must be paid within 45 days of the date the Member gave written notification to CCHP of the election to continue coverage. The premium payment must equal an amount sufficient to pay any required amounts that are due. Failure to submit the correct amount within the 45-day period will disqualify an individual from continuation coverage.

### **Termination of Cal-COBRA Coverage**

Cal-COBRA coverage continues only upon payment of applicable monthly premiums to us at the time we specify, and terminates on the earliest of:

- The date your Group's Agreement with us terminates (you may still be eligible for Cal-COBRA through another group health plan)
- The date you become entitled to Medicare
- The date your coverage begins under any other group health plan that does not contain any exclusion or limitation with respect to any pre-existing condition you may have (or that does contain such an exclusion or limitation, but it has been satisfied)
- Expiration of 36 months after your original COBRA effective date (under this or any other plan)
- The date your membership is terminated for nonpayment of premiums as described under "Termination of Coverage" section

Note: If the Social Security Administration determined that you were disabled at any time during the first 60 days of COBRA coverage, you must notify your Group within 60 days of receiving the determination from Social Security. In the situation where the Social Security Administration issues a final determination that you are no longer disabled in the 35<sup>th</sup> or 36<sup>th</sup> month of Group continuation coverage, your Cal-COBRA coverage will end the later of:

- i) Expiration of 36 months after your original COBRA effective date, or
- ii) The first day of the first month following 31 days after Social Security issued its final determination. You must notify us within 30 days after you receive Social Security's final determination that you are no longer disabled.

## **State Continuation Coverage**

New enrollments are no longer available for State Continuation Coverage under Section 1373.621 of the California Health and Safety Code. If you are already enrolled in State Continuation Coverage, your coverage terminates on the earliest of:

- The date your Group's Agreement with us terminates
- The date you obtain coverage under any other group health plan not maintained by your Group, regardless of whether that coverage is less valuable
- The date you become entitled to Medicare
- Your 65th birthday
- Five years from the date your COBRA or Cal-COBRA coverage was scheduled to end, if you are a Member's Spouse or former Spouse
- The date your membership is terminated for nonpayment of premiums as described under "Termination of Coverage" section

## **Payment of Monthly Charges**

### **Monthly Premiums**

For every month of coverage, prepayment of CCHP's monthly premium must be received on or before the last day of the preceding month of coverage to:

Chinese Community Health Plan  
445 Grant Avenue, Suite 700  
San Francisco, CA 94108

Only Members for whom we have received the appropriate payment are entitled to coverage, and then only for the period for which such payment is received. Under this individual plan, CCHP may change the premium fees during the term of the contract and provide for 30-day prior written notice to the Member.

## **Medicare Adjustments**

Except for persons for whom this Plan is primary over Medicare, rates are adjusted when a Member (a) becomes entitled to both Parts A and B of Medicare, or (b) makes or fails to make assignment of Medicare benefits in accord with established procedure, or (c) reaches age 65 and is not covered under Parts A and B of Medicare.

## **Copayments and Annual Deductibles**

For the complete of services and Member's copayments, see CCHP's rates according to the "Description of Benefits and Coverage" section.

## **Annual Deductible(s)**

Some of the services you receive may be subject to an annual deductible. In most cases, the annual deductible applies to just medical services, and a separate annual drug deductible applies to prescription drugs (please see the Annual Drug Deductible section below for more explanation). However, in some cases, the annual deductible applies to both medical services and prescription drugs combined. Please refer to "Health Plan Benefits and Coverage Matrix" to find out what types of deductible apply to your plan, if any.

You must pay charges for certain covered services subject to the annual deductible until you meet the annual deductible each calendar year. Your annual deductible is counted toward your annual out-of-pocket maximum. If you are a Member in a family of two or more Members, you reach the annual deductible either when you meet the annual deductible for any one Member, or when your family reaches the family annual deductible, whichever occurs first. Each other Member in your family must continue to pay charges during the calendar year until either he or she reaches the annual deductible for any one Member in a family of two or more Members, or your family reaches the family annual deductible, whichever occurs first.

After you meet the annual deductible and for the remainder of that calendar year, you pay the applicable copayment or coinsurance subject to the annual out-of-pocket maximum. The only payments that count toward an annual deductible are those you make for covered services that are subject to the annual deductible, but only if the service would otherwise be covered. CCHP will keep track of the amount that you have spent toward the annual deductible.

You may contact CCHP Member Services Center at 1-415-834-2118 at any time during your contract year to get a current update on your expenditures. When a claim is filed for medical services rendered, you will receive an Explanation of Benefits (EOB) that will contain



information on how much you have spent towards the annual deductible up to that point in your coverage.

## Annual Out-of-Pocket Maximum (also referred to as “OOP Max”)

There is a limit to the total amount of out of pocket expenses you must pay in a calendar year for certain services you receive in the same calendar year depending upon your enrolled CCHP Health Plan. The limit amounts are specified in the Benefits and Coverage Matrix. If you are a Member in a family of two or more Members, you reach the annual out-of-pocket maximum either when you meet the maximum for any one Member, or when your family reaches the family maximum, whichever occurs first. Please refer to benefit matrix for the out-of-pocket maximum.

## Out of Pocket Costs that count toward the Annual Out-Of-Pocket Maximum:

- Your deductibles, co-pays and coinsurance count toward your annual out-of-pocket maximum, including pediatric dental copayments and/or coinsurance. However, if your coverage includes infertility benefits, cost sharing for infertility services does not count towards your out-of-pocket maximum.

Your annual out of pocket covered Member costs that are paid towards meeting your annual deductible are counted toward your Annual Out-of-Pocket Maximum (“OOP Max”).

**CCHP will send you a written notification when you have met your out-of-pocket maximum. Please retain receipts for services you’ve received for your own record. You may also contact CCHP Member Services Center at 1-415-834-2118 at any time during your contract year to get a current update on your expenditures.**

Endnotes:

1. Any and all cost-sharing payments for in-network covered services apply to the out-of-pocket maximum. If a deductible applies to the service, cost sharing payments for all in-network services accumulate toward the deductible. In-network services include services provided by an out-of-network provider by are approved as in-network by the issuer.
2. Cost-sharing payments for drugs that are not on-formulary but are approved as exceptions accumulate toward the Plan’s in-network out-of-pocket maximum.

## Accessing Care of Physicians and Providers

*Please read the following information so that you will know from whom or what group of providers you may obtain health care.*

## Primary Care Physicians

Maintaining an ongoing relationship with a physician who knows you well and whom you trust is an important part of a good health care program. That's why with CCHP you are asked to select a Primary Care Physician for yourself and each member of your family from the Provider Directory. You may choose any Physician listed under the *Primary Care Physicians* section in the Provider Directory to be your Primary Care Physician. Your Primary Care Physician should be located in the county in which you live or work. Primary Care Physicians have advanced training in internal medicine, family practice, obstetrics/gynecology, or pediatrics. (Physicians specializing in obstetrics/gynecology are only available to be Primary Care Physicians if they have indicated they are willing to serve in this role for the women who select them; if you would like the names of any such physicians, please call the Member Services Center at 1-415-834-2118.)

Your Primary Care Physician will see you in his or her office for periodic health evaluations and other routine appointments and will coordinate all your medical care. You must have a referral from your Primary Care Physician for most medical care, except for emergency services, out of area urgently needed services, sexual and reproductive health services (including testing for HIV or sexually transmitted diseases), OB/GYN services, and certain other services described in the document. This includes ordering X-rays, laboratory tests, home care, physical and other types of therapy; prescribing medications; referring you to specialists; and arranging with CCHP for necessary hospitalizations.

The Provider Directory lists all of the contracted providers available to you under your health plan, whose listed providers are subject to change or to being closed to new Members. The Provider Directory is available to you upon request by calling the Member Services Center at 1-415-834-2118. If you need help in selecting a Primary Care Physician, you may call the Member Services Center. Our staff will be happy to help you find a physician in your location with training to meet your medical needs.

## Changing Primary Care Physicians

You may change your Primary Care Physician by contacting the Member Services Center. In some circumstances, it may be necessary for CCHP to ask you to change your Primary Care Physician (for example, if a physician retires). If you need help in selecting a new Primary Care Physician, contact the Member Services Center. All changes are made in writing to the Member Services Center and are effective on the first day of the following month.

## Direct Access to OB/GYN Physician Services

You may obtain obstetrical and gynecological (OB/GYN) physician services directly from a participating OB/GYN or participating family practice physician (designated by the medical group as providing OB/GYN physician services). No prior authorization or referral from your Primary Care Provider is required for these services. For any special services requiring prior authorization from the medical group or CCHP, including certain procedures and non-emergency inpatient admissions, appropriate authorization must be obtained by the participating physician.

If you would like assistance in obtaining OB/GYN services from a participating physician, you may call CCHP Member Services Center to determine which physicians are available, or you

may ask your Primary Care Physician for the name of a participating OB/GYN physician. Your OB/GYN physician will communicate with your Primary Care Physician regarding your condition, treatment, and any need for follow-up care.

## Second Opinions

In certain situations it is appropriate for an additional medical or surgical opinion (“second opinion”) to be provided when you, a treating physician, or the Plan feels this would be helpful in determining a diagnosis or course of treatment. The circumstances in which you may request a second opinion include, but are not limited to:

- If you question the reasonableness or necessity of recommended surgical procedures.
- If you question a diagnosis or plan of care for a condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment, including, but not limited to, a serious chronic condition.
- If the clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or your physician is unable to diagnose the condition, and you request an additional diagnosis.
- If the treatment plan in progress is not improving your medical condition within an appropriate period of time given the diagnosis and plan of care, and you request a second opinion regarding the diagnosis or continuance of the treatment.
- If you have attempted to follow the plan of care or consulted with your physician concerning serious concerns about the diagnosis or plan of care.

To obtain a second opinion, please contact your Primary Care Physician for an appropriate referral. This second opinion referral will be made to a physician in the medical group.

However, if your Primary Care Physician or the Plan feels there is no appropriate physician available in the medical group, or your medical needs would best be served by referral outside the medical group, a referral outside the medical group for the second opinion will be covered if approved in advance by the medical group or CCHP. If the recommendation of the first and second physician differ significantly regarding diagnosis or treatment, a third opinion may also be authorized and covered. (If your request for a second opinion is denied by your medical group or the Plan, you will receive a written explanation of the reasons for the denial and a notice of your right to file a grievance with the Plan.)

You have a right to receive a copy of the consultation report which the second opinion physician will send to your PCP; if you would like a copy of this report please ask the second opinion physician or your PCP. CCHP has established certain timeframes in which your Plan physician, or the Plan, will respond to any requests for second opinions, depending on your medical condition; if you would like to know what these timelines are, or would like to receive the plan’s policy relating to second opinions, please call the Member Services Center at 1-415-834-2118.

## Referrals to Specialists

The Primary Care Physician you have selected will coordinate all of your health care needs.

- If your Primary Care Physician determines you need to see a specialist, he or she will make an appropriate specialist referral.
- Your Primary Care Physician will determine the number of specialist visits that you require and will provide you with any other special instructions.

Certain referrals may also be reviewed by a medical director of the medical group, who will consider special requests or issues and the number of authorization or referral requests. This review will be made in a timely manner, in accordance with your medical condition.

A Member may request a prior authorization to a specialist that is out-of-network if an in-network specialist is not within a reasonable distance from the Member's residence. A Member may also request a prior authorization to a specialist that is out-of-network if a medically necessary provider type is not available in-network. If the prior authorization is approved, the Member will see the Out-of-network provider at the in-network costs.

## Standing Referrals to Specialists

Your Primary Care Physician or specialist may initiate a standing referral if you need continuing care from a specialist. A standing referral means a referral by your Primary Care Physician for a series of visits to a participating specialist as may be indicated in a treatment plan based on your medical condition. The standing referral will be made in accord with a treatment plan approved by the medical group, in consultation with your Primary Care Physician, the specialist, and you. The treatment plan may specify the number of visits and the period of time for which the visits are authorized, and may require the specialist to provide regular reports on the health care provided to you. You may request a standing referral by asking your Primary Care Physician or specialist.

If you have a life-threatening, degenerative, or disabling condition or disease that requires specialized medical care over a prolonged period of time, you may receive a referral to a participating specialist that has expertise in treating the condition or disease for the purpose of having the specialist coordinate your care. Such an extended referral is evaluated based on a treatment plan developed by your Primary Care Physician or specialist, and approved by the medical director of the medical group. If you think an extended referral is needed in your situation, please discuss this with your Primary Care Physician or specialist.

The determinations shall be made within three business days of the date the request for the determination is made by the Member or the Member's Primary Care Physician and all appropriate medical records and other items of information necessary to make the determination are provided. Once a determination is made, the referral shall be made within four business days of the date the proposed treatment plan, if any, is submitted to CCHP's medical director or his or her designee.

CCHP will not refer to a specialist, or to a specialty care center that is not under contract with CCHP to provide health care services to its Members, unless there is no specialist within the plan network that is appropriate to provide treatment to the Member, as determined by the Primary Care Physician in consultation with CCHP's medical director as documented in the developed treatment plan.

## Timely Access to Care

The Plan will provide information to a member regarding the standards for timely access to care at least once a year. Information provided includes but is not limited to: appointment wait times for urgent care, non-urgent primary care, non-urgent specialty care, and telephone screening. The plan will also include information to receipt of interpreter services in a timely manner. Interpretation services are provided through Member Services on the phone or in person at no cost to you. Please contact CCHP Member Services at 1-415-834-2118 or 1-877-681-8898 (TTY) 7 days a week from 8:00 a.m. to 8:00 p.m. You can also visit in person at 827 Pacific Avenue San Francisco, CA 94133.

Currently timely access standards are:

- Urgent care appointments not requiring prior authorization: within 48 hours
- Urgent care appointments for services requiring prior authorization: within 96 hours
- Non-urgent appointments for primary care: within 10 business days
- Non-urgent appointments with specialists: within 15 business days
- Non-urgent appointments with a non-physician mental health care providers: within 10 business days
- Non-urgent appointments for ancillary services for the diagnosis or treatment of injury, illness, or other health conditions: within 15 business days
- Telephone triage waiting time not to exceed 30 minutes

## Out of Area Referral

If a medically necessary service is not available within CCHP's service area, the Member will be referred to a facility or provider outside of CCHP's service area for treatment, subject to prior authorization from CCHP.

## Continuity of Care

### Continuity of Care for New Members

Keeping your doctor/patient relationship is important. If you are joining CCHP from another health plan because it stopped offering your health care coverage in your area, you may be eligible for Continuity of Care to continue and complete the treatment.

### Continuity of Care from Terminated Providers

When a physician resigns or is terminated from the Plan, the Plan will notify the Member in writing to assist the Member in transitioning care to another physician as necessary. If the contract between the Plan and a provider group, or an acute care hospital terminates, the plan will also notify the affected Members. If you are currently receiving covered services, you may be eligible for limited coverage of that terminated provider's services.

### Conditions and Services Eligible for Continuity of Care

The cases that are subject to this Continuity of Care (completion of) Services provision for both terminated and non-participating providers are:

- Acute conditions, which are medical conditions that involve a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and has a limited duration. We may cover these Services until the acute condition ends.
- Serious chronic condition, not to exceed 12 months from the date of the provider's termination.
- Serious chronic conditions are illnesses or other medical conditions that are serious, if one of the following is true about the condition:
  - it persists without full cure or;
  - it worsens over an extended period of time or;
  - it requires ongoing treatment to maintain remission or prevent deterioration.
- Pregnancy and immediate postpartum care. We may cover these Services for the duration of the pregnancy and immediate postpartum care.
- Terminal illnesses, which are incurable or irreversible illnesses that have a high probability of causing death within a year or less. We may cover completion of these Services for the duration of the illness.
- Care for children, ages 0-36 months, not to exceed 12 months from the date of the provider's termination.
- Authorized surgery or other procedure, if scheduled within 180 days of the date of the provider's termination.
- Severe 'mental health' illness of a person of any age and/or the serious emotional disturbances of a member under 18 years old as defined below in the Mental Health Care section, or any mental health, behavioral, substance abuse condition, Psychiatric, or Psychological diagnosed condition or illness which otherwise meets any of the above bullet points.

To qualify for this completion of Services coverage, all of the following requirements must be met:

- You are receiving Services in one of the cases listed above from:
  - the terminated Plan Provider on the provider's termination date; or
  - a provider who is not in CCHP's provider network but was in your prior health plan's network.

If the terminated or non-participating provider does not agree to comply with the plan's contractual terms and conditions that are imposed upon current contract providers, we may not approve the request for continuity of care services. If request for Continuity of Care Services is approved, the Services to be provided to you would be covered Services under this Combined Evidence of Coverage and Disclosure Form. The amount you pay for the completion of covered services with a terminated or non-participating provider is the same amount you would pay as if you receive care from an In-Network Provider.

## How to Request Continuity of Care

For new members requesting Continuity of Care, please contact our Member Services to receive a Continuity of Care packet and complete the request form to find out if you can continue seeing your provider.

Members who contact CCHP to request continued care from a terminated provider will be sent a Continuity of Care request packet. The packet includes a Continuity of Care request form.

Members must submit a Continuity of Care request form and related documents to the Utilization Review/Care Management Department (attn: UM Director).

## Notice about Certain Reproductive Health Care Providers

Some CCHP contracting hospitals and other providers may not provide one or more of the following services that may be covered under your plan contract and that you or your enrolled family dependents might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective CCHP doctor, or call CCHP's Membership Services Department 415-834-2118 to ensure that you can obtain the health care services that you need.

## Contracts with Plan Providers and Compensation

CCHP and Plan providers are independent contractors. CCHP providers are paid in a number of ways, including capitation, per diem rates, case rates, and fee-for-service. If you would like further information about how CCHP providers are paid to provide or arrange medical and hospital care for Members, please call our Member Services Center for a written description of how our providers are paid.

## Liability of Member or Enrollee for Payment

Our contracts with Plan Providers provide that you are not liable for any amounts we owe. However, you may be liable for the cost of non-covered Services you obtain from Plan Providers or Non-Plan Providers.

## Injuries or illness Alleged to be Caused by Third Parties:

If you obtain a judgment or settlement from or on behalf of a third party who allegedly caused an injury or illness for which you received covered services, you must pay us charges for those services, except that the amount you must pay will not exceed the maximum amount allowed under California Civil Code Section 3040. Members are required to provide the Plan with such information, assignments, and liens as are necessary to fulfill the Member's obligation to diligently establish and pursue such reimbursement rights. The Plan may delegate responsibility for third party liability recoveries to contracting providers, including lien rights.

## Hospitals

CCHP contracts with most major hospitals in our service area, including Chinese Hospital. Except for emergency services, or urgently needed services, you must use CCHP participating facilities for your hospital services. Please refer to the Provider Directory for information on CCHP participating hospital facilities.

Not all services may be available or clinically appropriate to be provided at Chinese Hospital. In some instances (such as Obstetrics & Childbirth or Inpatient Psychiatric Services), the authorized and covered services 'cannot be', 'should not be' or are 'not available' at Chinese Hospital. Moreover, in certain circumstances, a commercial member may require and be authorized for health care services where Chinese Hospital is not within fifteen (15) miles of the Member's official residence. In these circumstances and when services are required by law or authorized by CCHP Medical Management as medically necessary, the CCHP Member Copayment Parity for Necessary Utilization Other than Chinese Hospital for Services Policy provides that a Member shall pay no more than the Chinese Hospital copayment rate for covered services rendered at another CCHP-contracted Hospital.

### **Inpatient Rehabilitation Care (Subacute Care)**

Medically necessary services which are ordered or approved by the medical group or CCHP and are provided in participating inpatient rehabilitation facility are covered. Coverage for subacute care includes medically necessary inpatient services authorized by the medical group or CCHP provided in an acute care hospital, a comprehensive free-standing rehabilitation facility or a specially designated unit within a skilled nursing facility. Members may call the Member Services Center at 1-415-834-2118 for information on participating facilities. CCHP covers habilitation and rehabilitation Services as described in the Habilitation and Rehabilitation Services and Devices section.

### **Prior Authorization Process**

Decisions regarding requests for authorization will be made only by licensed physicians or other appropriately licensed medical professionals.

CCHP and its participating medical group have certain procedures that will make the authorization decision within the time frame appropriate for your condition, but no later than five business days after receiving all the information (including additional examination and test results) reasonably necessary to make the decision, except that decisions about urgent services will be made no later than 72 hours after receipt of the information reasonably necessary to make the decision. If the Medical Group needs more time to make the decision because it doesn't have information reasonably necessary to make the decision, or because it has requested consultation by a particular specialist, you and your treating physician will be informed about the additional information, tests, or specialist that are needed, and the date that the Medical Group expects to make a decision. Your treating physician will be informed of the decision within 24 hours after the decision is made by telephone or facsimile. The plan will notify the physician and the Member in writing within two days of making the determination. If the Medical Group does not authorize all of the Services, you will be sent a written decision and explanation within two business days after the decision is made. The letter will include information about your appeal rights, which are described in the "Grievance and Appeal Process" section. Any written criteria that the Medical Group uses to make the decision to authorize, modify, delay, or deny the request for authorization will be made available to you upon request. Once the plan authorizes a specific type of treatment by a provider, it shall not rescind or modify the authorization after the provider renders the health care service in good faith.



## Description of Benefits and Coverage

Benefits are provided only for covered services that are medically necessary and are provided or authorized by your Primary Care Physician to prevent, diagnose or treat a medical condition. The Plan will not pay for services rendered by non-plan physicians and hospitals, except for emergency services, out-of-area urgently needed services, and referrals as specifically indicated in this document.

## Preventive Care Services

CCHP covers a variety of preventive care services, which are health care services to help keep you healthy or to prevent illness. The following preventive services are covered by CCHP with no Member cost sharing (meaning services are covered at 100% of Eligible Expenses without deductible, coinsurance or copayment):

- Annual wellness exam (once every calendar year);
- Evidence-based items or services that have in effect a rating of ‘A’ or ‘B’ in the current recommendations of the United States Preventive Services Task Force;
- Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved; and
- With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration.
- Additional preventive care and screenings for women supported by the Health Resources and Services Administration guidelines.
- The current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention.

## Immunizations

Immunizations are provided without charge if they are medically indicated and recommended for children up to age 18 by the following:

Recommended Childhood Immunization Schedule/United States, jointly adopted by the American Academy of Pediatrics, the Advisory Committee on Immunization Practices, and the American Academy of Family Physicians; or, for adults, by the U.S. Preventive Services Task Force (U.S. Public Health Service). Immunizations which are required solely for the purpose of international travel are not covered.

## Sexual and Reproductive Health Care Services

Referral from a primary care physician or prior approval from CCHP is not required for enrollees seeking sexual and reproductive health care services, including but not limited to:

- The prevention or treatment of pregnancy, including birth control, emergency contraceptive services, pregnancy tests, prenatal care, abortion, and abortion-related procedures.

- The screening, prevention, testing, diagnosis, and treatment of sexually transmitted infections and sexually transmitted diseases.
- The diagnosis and treatment of sexual assault or rape, including the collection of medical evidence with regard to the alleged rape or sexual assault.
- The screening, prevention, testing, diagnosis, and treatment of the human immunodeficiency virus (HIV).

## Contraceptive Methods

All FDA approved contraceptive methods for women are covered benefits at no Member cost share and include but are not limited to the following: sterilization surgery, surgical sterilization implant, implantable rod, IUD copper, IUD with progestin, shots and injections, oral contraceptives, contraceptive patches, vaginal contraceptive ring, diaphragm, sponge, cervical cap, female condom, spermicide, and emergency contraception. All self-administered hormonal contraceptives may be dispensed to the member at no cost, up to a 12 month supply at one time. Family planning, patient education and counseling services are also provided at no cost to the Member. The Plan will also cover at least one therapeutic equivalent of a contraceptive drug, device or product at no cost to the Member. If there is no therapeutic equivalent available or a therapeutic equivalent is deemed medically inadvisable by your provider, following prior-authorization CCHP will provide coverage for the prescribed contraceptive drug, device or product at no cost to the Member. However, if FDA approved contraceptives are prescribed for other than contraceptive purposes, the applicable cost sharing applies. For more information on the specific contraceptive drugs and devices covered by CCHP please refer to the drug Formulary.

## Maternity Care

Complete inpatient hospital benefits as described in the Health Plan Benefits and Coverage Matrix are covered, including normal delivery, delivery by cesarean section, miscarriage, and any complications of pregnancy or childbirth. If you are discharged prior to 48 hours after delivery (or 96 hours if delivery is by cesarean section), your physician will discuss his recommended discharge with you, and a follow-up home nurse visit for you and your newborn within 48 hours after discharge is covered, if ordered by your physician.

Also covered at the Prenatal care and preconception visits cost share are the following services, (cost share listed in the Health Plan Benefits and Coverage Matrix):

- Physician visits
- Laboratory, including the expanded California Department of Health Services Alpha-Feto Protein (AFT) program
- Procedures for prenatal diagnosis of fetal genetic disorders including tests for specific genetic disorders for which genetic counseling is available
- Radiology services for complete prenatal and post-partum outpatient maternity care
- Breastfeeding support, supplies, and counseling, as supported by HRSA guidelines

## Acupuncture

Acupuncture is covered when used for the treatment of nausea or as part of a comprehensive pain management program for the treatment of chronic pain. Prior authorization is required.

## Allergy Services

Preauthorized are in the doctor's office for diagnosis and treatment of allergy conditions is provided for the applicable office visit deductible, copayments or coinsurance shown in the Health Plan Benefits and Coverage Matrix.

## Coverage for Osteoporosis

CCHP covers for services related to diagnosis, treatment, and appropriate management of osteoporosis. The service may include bone mass measurement technologies as deemed medically appropriate.

## Family Planning

Covered services include family planning counseling, information on birth control, tubal ligations, vasectomies and termination of pregnancy.

## Hearing Tests

Hearing tests, including tests to determine the need for hearing correction, are provided at Plan facilities for the office visit copayment shown in the Health Plan Benefits and Coverage Matrix.

**Exclusion:** Hearing aids and tests to determine their efficacy are not covered.

## Health Education

Health education services for certain specific conditions, such as diabetic and post-coronary counseling, are provided by physicians and other health professionals free of charge. In addition, physicians and the medical group and hospitals participating in the CCHP network sponsor a wide variety of wellness programs which are available to Members free of charge. Such programs may include weight control, stop-smoking classes, stress management and nutrition classes, as well as childbirth education programs such as Lamaze. We also offer a variety of health education programs and materials relating to asthma. Education in the appropriate use of the Plan's services is provided without charge.

## Diagnosis Screening and Treatment

### Breast Cancer

CCHP covers screening for, diagnosis of and treatment for breast cancer. This coverage includes mammography for screening or diagnostic purposes. Subject to applicable copayments, surgery to perform a medically necessary mastectomy and lymph node dissection is covered, including prosthetic devices or reconstructive surgery to restore and achieve symmetry incident to the mastectomy. The length of a hospital stay is determined by the attending physician in consultation with the Member, consistent with sound clinical principles and processes. Coverage includes any initial and subsequent reconstructive surgeries or prosthetic devices for the diseased breast on which the mastectomy was performed and for a healthy breast if, in the opinion of the attending physician, this surgery is necessary to achieve normal symmetrical appearance. Medical treatment for any complications from a mastectomy, including lymphedema, is covered.

## Cancer Screening

CCHP covers all generally medically accepted cancer screening tests, including but not limited to cervical (including the human papilloma virus (HPV) screen test), and prostate cancer.

## Clinical Trials

When new treatments for various types of cancer or other life-threatening conditions are developed, they must go through a process of evaluation and approval under federal protocols. If these new treatments are judged to be effective, they are then approved for general use by the federal government. While still under evaluation, these possible new treatments may be available as “clinical trials.” Routine patient care costs for patients diagnosed with cancer “or other life-threatening disease or condition” who are accepted into phase I, II, III, or IV clinical trials will be covered when Medically Necessary, recommended by the Member’s treating Physician, and authorized by the Plan. CCHP covers clinical trials if the following criteria are met:

- 1) The plan would have covered the services if they were not related to a clinical trial.
- 2) The enrollee is eligible to participate in the clinical trial according to the trial protocol with the respect to treatment of cancer or other life-threatening condition (condition from which the likelihood of death is probable unless the course of the condition is interrupted), as determined in one of the following ways:
  - a) The provider makes this determination
  - b) The enrollee provides the plan with medical and scientific information establishing this determination
  - c) If any plan providers participate in the clinical trial and will accept the enrollee as a participant in the clinical trial, the enrollee must participate in the clinical trial through the plan provider unless the clinical trial is outside the state where the enrollee lives or;
- 3) The clinical trial is an approved clinical trial meaning it is a phase I, phase II, phase III or phase IV clinical trial related to the prevention, detection, or treatment of cancer or other life-threatening condition and it meets one of the following requirements:
  - a) The study or investigation is conducted under an investigational new drug application reviewed by the United State Food and Drug Administration;
  - b) The study or investigation is a drug trial that is exempt from having an investigational new drug application, or
  - c) The study or investigation is approved or funded by at least one of the following:
    - The National Institutes of Health
    - The Centers for Disease Control and Prevention
    - The Agency for Health Care Research and Quality
    - The Centers for Medicare & Medicaid Services

- A cooperative group or center of any of the above entities or of the Department of Defense or the Department of Veterans Affairs
- A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants
- The Department of Veterans Affairs or the Department of Defense or the Department of Energy, but only if the study or investigation has been reviewed and approved through a system of peer review that the U.S. Secretary of Health and Human Services determines meets all of the following requirements: (1) It is comparable to the National Institutes of Health system of peer review of studies and investigations and (2) it assures unbiased review of the highest scientific standards by qualified people who have no interest in the outcome of the review.

The member must have been diagnosed with cancer or other life threatening diseases or conditions, and the Member's treating physician must have recommended the participation in the clinical trial based upon the potential to benefit the Member, and the Member must have been accepted into the clinical trial. Routine patient care costs under a clinical trial do not include the following items, which are not covered services or benefits:

- Drugs or devices that have not been approved by the federal Food and Drug Administration (FDA) and which are not associated with the clinical trial;
- Services other than health care services, such as travel or housing expenses, companion expenses, and other non-clinical expenses that a Member might incur as a result of participation in the clinical trial;
- Any item or service provided solely for the purpose of data collection and analysis that is not used in the clinical management of the Member;
- Health care services that, except for the fact that they are being provided in a clinical trial, are otherwise specifically excluded from coverage under this plan; or
- Health care services customarily provided by the research sponsors free of charge to participants in the clinical trial.

Services or benefits provided for participants in clinical trials are subject to the same Member copayments or coinsurance as for any other conditions.

## Reconstructive Surgery

Subject to applicable copayments, the following types of reconstructive surgery are covered:

- Surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to either improve function or create a normal appearance, to the extent possible.
- Surgery performed to restore and achieve symmetry incident to a mastectomy.
- Medically necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate is defined as a condition

that may include cleft palate, cleft lips, or other craniofacial anomalies associated with cleft palate.

## Hemodialysis and Organ Transplants

- 1) **Hemodialysis:** Services in the doctor's office or dialysis facility relating to renal dialysis are provided for the office visit copayment shown in the Health Plan Benefits and Coverage Matrix. While hospitalized, these services are provided without charge. Equipment, training, and medical supplies for home dialysis are provided without charge.
- 2) **Organ Transplants** (including Bone Marrow): The Plan covers transplants of organs, tissue, or bone marrow provided there is a written referral for care to a transplant facility. The Plan provides coverage for donation-related services for a living donor, or an individual identified by the plan as a potential donor, whether or not the donor is a Member. Services must be directly related to a covered transplant for the Member, which shall include services for harvesting the organ, tissue, or bone marrow, and for treatment of complications, pursuant to the following guidelines:
  - a) Services are directly related to a covered transplant service for a Member or are required for evaluating potential donors, harvesting the organ, bone marrow, or stem cells, or treating complications resulting from the evaluation or donation, but not including blood transfusions or blood products;
  - b) Donor receives covered services no later than 90 days following the harvest or evaluation service;
  - c) Donor receives services inside the United States, with the exception that geographic limitations do not apply to treatment of stem cell harvesting;
  - d) Donor receives written authorization for evaluation and harvesting services;
  - e) For services to treat complications, the donor either receives non-emergency services after written authorization, or receives emergency services the plan would have covered if the Member had received them; and
  - f) In the event the Member's plan membership terminates after the donation or harvest, but before the expiration of the 90 day time limit for services to treat complications, the plan shall continue to pay for medically necessary services for donor for 90 days following the harvest or evaluation service.

Prescribed post-surgical immunosuppressive drugs required after a covered transplant are provided without charge from Plan pharmacies for a period of one year following the transplant. A current list of conditions for which bone marrow transplants are covered may be obtained from the Plan.

**Limitations:** The Plan is not responsible for finding, furnishing or assuring the availability of a bone marrow donor or donor organ. If the facility to which you are referred determines that you do not satisfy its criteria for a transplant, we will cover services you receive before that determination is made. Transplant benefits are

available only in the Service Area, unless otherwise authorized by the Plan Medical Director, with the exception that geographic limitations do not apply to treatment of stem cell harvesting.

**Terms and Conditions:** Services in this section are provided only if the Plan's Medical Director determines that the Member satisfies medical criteria developed by the Plan for receiving the services and provides a written referral for care in a transplant or hemodialysis facility selected by the Plan. Neither the Plan nor the medical group or a physician undertakes to furnish a bone marrow donor or a donor organ or to assure the availability of a donor or a donor organ or the availability or capacity of Plan approved referral facilities. Except for medically necessary ambulance service, neither transportation nor living expenses are covered for any person, including the Member.

### Skilled Nursing Facility

Member benefits include care in a skilled nursing facility when pre-authorized by the Plan for services that are medically necessary and are above the level of custodial, convalescent, intermediate, or domiciliary care, at the following copay or coinsurance amounts shown in the Health Plan Benefit and Coverage Matrix after the applicable deductibles are satisfied. Coverage includes any of the hospital services which are provided by the skilled nursing facility:

- Physician and nursing services
- Room and board
- Drugs prescribed by a plan physician as part of a Member's plan of care in the Skilled Nursing Facility in accord with CCHP Formulary guidelines
- Durable medical equipment in accord with the Durable Medical Equipment section of this EOC if Skilled Nursing Facilities ordinarily furnish the equipment
- Imaging and laboratory services that Skilled Nursing Facilities ordinarily provide
- Medical social services
- Blood, blood products, and their administration
- Medical supplies
- Physical, occupational, and speech therapy
- Behavioral health treatment for pervasive development disorder or autism
- Respiratory therapy.

### Habilitation and Rehabilitation Services and Devices

CCHP covers:

- 1) All Individual and group outpatient physical, occupational, speech therapy, including therapy related to pervasive developmental disorder or autism.
- 2) All other individual and group outpatient physical, occupational, and speech therapy.

- 3) Physical, occupational, and speech therapy provided in an organized, multidisciplinary rehabilitation day-treatment program, a skilled nursing facility; and in an inpatient hospital (including treatment in an organized multidisciplinary rehabilitation program).
- 4) Physical, speech, occupational, and inhalation therapy is provided for the Outpatient Habilitation or Rehabilitation Services copayment or coinsurance shown in the Health Plan Benefits and Coverage Matrix.
- 5) While hospitalized, Physical, speech, occupational, and inhalation therapy is provided without charge.
- 6) There is no limit for Habilitation or Rehabilitation Services.

## Diabetes Care

Certain devices and supplies are provided without charge for management and treatment of diabetes when medically necessary. We provide blood glucose monitors, including those designed to assist the visually impaired; insulin pumps and all related necessary supplies; podiatric devices to prevent or treat diabetes-related complications, including extra-depth orthopedic shoes; visual aids, excluding eyewear, designed to assist the visually impaired with proper dosing of insulin (excluding video-assisted visual aids). We also provide the following diabetic testing supplies and medications:

|  |   |
|--|---|
| Lancets/ lancet puncture devices:          | Tier 1 Copay under Prescription Medications;          |
| Blood testing strips:                      | Tier 2 & Tier 3 Copay under Prescription Medications; |
| Urine testing strips:                      | Tier 1 Copay under Prescription Medications;          |
| Prescription Medications – Tier 1          | Tier 1 Copay under Prescription Medications; and      |
| Prescription Medications – Tier 2 & Tier 3 | Tier 2 & Tier 3 Copay under Prescription Medications. |

Please see the Formulary for the specific diabetes prescriptions that are covered by the Plan.

Please also see section “Outpatient Prescription Drugs” for further details about insulin, glucagon and prescription medications.

Services are provided, for the office visit copayment shown in the Health Plan Benefits and Coverage Matrix, for diabetes outpatient self-management training, education and medical nutrition therapy as medically necessary to enable a Member to properly use the devices, equipment and supplies, and any additional outpatient self-management training, education and medical nutrition therapy when directed or prescribed by the Member’s physician. Services will be covered when provided by physicians, registered dietitians or registered nurses who are certified diabetes educators. These benefits include instruction to help diabetic patients and their families gain an understanding of the diabetic disease process, and the daily management of diabetic therapy.



## Habilitative Services

Habilitative services will be covered in parity with rehabilitative services and refer to medically necessary services and devices that assist an individual in partially or fully acquiring or improving skills and functioning and that are necessary to address a health condition and needed for functioning in interaction with an individual's environment. They do not include respite care, day care, recreational care, residential treatment, social services, custodial care, or education services/vocational training. This exclusion or limitation does not apply to medically necessary services to treat severe mental illness (SMI) or serious emotional disturbances of a child (SED).

## Emergency and Urgently Needed Services

Nearly all of the benefits and services you receive as a Member of CCHP occur on a scheduled appointment basis. This allows CCHP physicians and hospitals to carefully plan your care to achieve a high quality of care in a cost efficient manner. But medical emergencies, by definition, develop suddenly and unexpectedly, requiring care immediately. Emergency coverage includes emergency psychiatric medical conditions. You should take the time now to become familiar with the CCHP emergency services procedures, so that if you ever have an emergency you will know what to do.

In emergency situations, call "911" or go to the nearest hospital. As a CCHP Member, you are covered for emergencies and urgently needed services anywhere in the world. Emergency services are available 24 hours a day, seven days a week.

Any time you receive covered emergency or urgently needed care from any hospital emergency department there is a copayment as shown in the Health Plan Benefits and Coverage Matrix, except that the copayment is not applied if you are admitted to the hospital from the emergency room.

- 1) **Services received from Plan physicians and hospitals:** All the services and benefits described in this document are available as appropriate on an emergency basis if you use Plan physicians and hospitals. If you have a medical condition which is not an emergency and which occurs after hours or on weekends, please call your Primary Care Physician. For any emergency services call 911 or go to the nearest hospital emergency room. **Prior authorization is not required for emergency services.**
- 2) **Services received from non-Plan providers:** Coverage for emergency or urgently needed services received from non-Plan providers is limited to necessary services which are immediately required to evaluate and treat unforeseen illness or injury.

Commensurate with CCHP's coverage determination for emergency services, the Plan will consider whether you would believe that services were immediately required. Covered emergency services are also limited to care required before a Member's medical condition allows travel or transfer to a Plan facility for continuing care. Continuing or follow-up care from non-Plan providers is not covered unless pre-authorized. **However, until the point of medical stabilization, prior authorization is not required for emergency services from Non-Plan providers.**

- a) **In the service area:** Subject to the conditions explained above, the Plan will cover emergency services in the service area from providers not contracting with the Plan.

Emergency services received from non-contracting providers are covered up to the point of medical stabilization, after which you may need to be transferred to a contracting provider in order for post-stabilization services to be covered.

- b) **Outside the service area Emergency Services:** Subject to the conditions explained above, the Plan will cover emergency services received outside the service area if a Member becomes ill or is injured while outside the service area. Emergency services received from non-contracting providers are covered up to the point of medical stabilization, after which you may need to be transferred to a contracting provider in order for post-stabilization services to be covered.

**Urgently Needed Services:** The Plan will pay charges for urgently needed services outside the service area. Urgently needed services are medically necessary services required to prevent serious deterioration of your health resulting from unforeseen illness or injury manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that treatment cannot be delayed until you return to the service area.

**Post-stabilization and Follow-up Care after an Emergency:** Once your emergency medical condition is stabilized your treating healthcare provider may believe that you require additional medically necessary hospital or health care services prior to your being safely discharged. If the hospital is not part of the plan's contracted network, the hospital will contact your assigned medical group or the plan to obtain timely authorization for these post-stabilization services. If the plan determines that you may be safely transferred to a plan contracted hospital, and you refuse to consent to the transfer, the hospital must provide you written notice that you will be financially responsible for 100% of the cost for services provided to you once your emergency condition is stable. Also, if the hospital is unable to determine your name and contact information at the plan in order to request prior authorization for services once you are stable, it may bill you for such services.

**IF YOU FEEL THAT YOU WERE IMPROPERLY BILLED FOR SERVICES THAT YOU RECEIVED FROM A NON-CONTRACTED PROVIDER, PLEASE CONTACT CHINESE COMMUNITY HEALTH PLAN AT 888-775-7888.**

**Remember, if you receive services from non-participating providers without prior authorization, except for emergency or urgently needed services, CCHP will not pay for those services.**

**You are not financially responsible in payment of emergency care services, in any amount the plan is obligated to pay, beyond your copayment, coinsurance, and/or deductible as provided in your plan contract.**

## **Ambulance Services**

When you have an emergency medical condition, we cover emergency services of a licensed ambulance. We cover these services without authorization, including those provided through the "911" emergency response system, but only when you would believe that the medical condition requires ambulance transportation.

Inside the service area, CCHP covers non-emergency ambulance and psychiatric transport van services if a Plan physician determines that your condition requires the use of services that only a licensed ambulance (or psychiatric transport van) can provide and that the use of other means of transportation would endanger your health. These services are covered only when the vehicle transports you to or from covered services.

**Exclusion:** Transportation by car, taxi, bus gurney van, wheelchair van, minivan, and any other type of transportation (other than a licensed ambulance), even if it is the only way to travel to a Plan provider.

## Outpatient Prescription Drugs

This section describes your outpatient prescription drug coverage as a Member of our Plan.

### Annual Drug Deductible

Please refer to “Health Plan Benefits and Coverage Matrix” to see if your plan has an Annual Drug Deductible.

If your plan has an annual drug deductible, you must pay all charges for applicable drugs covered by the Plan until you meet the annual drug deductible for that calendar year. Once you meet the annual drug deductible, you only pay the applicable copayment or coinsurance for drugs for the remainder of that calendar year.

If you are a Member in a family of two or more Members, each Member reaches the applicable annual drug deductible when either he/she meets the drug deductible for any one Member or the family reaches the family drug deductible, whichever occurs first. Once the drug deductible is met, Member cost-sharing for drugs is limited to any applicable copayments or coinsurance for the remainder of that calendar year.

You do not need to meet the drug Deductible for the following items:

- Amino acid–modified products used to treat congenital errors of amino acid metabolism (such as phenylketonuria)
- Cancer chemotherapy drugs and certain critical adjuncts following a diagnosis of cancer
- Certain drugs for the treatment of life-threatening ventricular arrhythmias
- Diaphragms and cervical caps
- Drugs for the treatment of tuberculosis
- Elemental dietary enteral formula when used as a primary therapy for regional enteritis
- Emergency contraceptive pills
- Generic oral contraceptives
- Hematopoietic agents for dialysis and for the treatment of anemia in chronic renal insufficiency

- Human growth hormone for long-term treatment of pediatric patients with growth failure from lack of adequate endogenous growth hormone secretion
- Implantable Rods
- In connection with a transplant, immunosuppressants and ganciclovir and ganciclovir prodrugs for the treatment of cytomegalovirus
- Injections (i.e. Depo Provera 150mg)
- IUDs
- Low molecular weight heparin for acute therapy for life-threatening thrombotic disorders
- Phosphate binders for dialysis patients for the treatment of hyperphosphatemia in end-stage renal disease
- Tobacco cessation drugs
- Trans-Dermal contraceptives (i.e. Contraceptive Patches)
- Vaginal rings (i.e. NuvaRing ®)

## Smoking Cessation Coverage

Smoking cessation treatment is covered at \$0 cost. A required written prescription from a physician for all smoking cessation medications, including over-the-counter nicotine replacement products (e.g., nicotine patch, gum, lozenges) is covered at no cost.

## Your copayments

Depending on your enrolled Health Plan, you must pay the appropriate copayments or coinsurance for your prescription drugs. Please see benefit matrix for Member's copayments.

At Network Pharmacies, if the actual cost of the prescription is less than the applicable copayment, you will only pay the actual cost of the medication.

The annual drug deductible and Member copayments contribute to the maximum out-of-pocket limit.

## How much do you pay for drugs covered by this Plan?

When you fill a prescription for a covered drug, you must pay part of the costs for your drug. The amount you pay for your drug depends on the tier the medication listed in and whether you are using a retail pharmacy or mail order.

## What drugs are covered by this Plan?

CCHP will cover off label use of FDA approved drugs that are medically necessary, provided that all of the following conditions have been met:

- The drug is approved by the FDA
- The drug is prescribed by a participating licensed health care professional for the treatment of a life-threatening condition; or

- The drug is prescribed by a participating licensed health care professional for the treatment of a chronic and seriously debilitating condition, the drug is medically necessary to treat that condition, and the drug is on the plan formulary. If the drug is not on the plan formulary, the participating Member's request shall be considered as describe under section "What if your drug is not on the formulary?"
- The drug has been recognized for treatment of that condition by one of the following:
  - The American Hospital Formulary Service's Drug Information
  - One of the following compendia, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer chemotherapeutic regimen:
    - The Elsevier Gold Standard's Clinical Pharmacology
    - The National Comprehensive Cancer Network Drug and Biologics Compendium
    - The Thomson Micromedex DrugDex.
    -

### What is a formulary?

CCHP has a formulary that lists drugs that we cover. We cover the drugs listed in our formulary as long as the drug is medically necessary, the prescription is filled at a Network Pharmacy, and other coverage rules are followed. For certain prescription drugs, we have additional requirements for coverage or limits on our coverage. (In addition, we also cover drugs not on the formulary, if found to be medically necessary.)

The drugs on the formulary are selected by our Plan with the help of a team of health care providers. Based on a careful and thorough review of the clinical literature and information on costs, we select the prescription therapies believed to be a necessary part of a quality treatment program; this review is done on an ongoing basis, with changes normally made in the formulary on a quarterly basis. Both brand name drugs and generic drugs are included on the formulary. A generic drug has the same active-ingredient formula as the brand name drug. Generic drugs usually cost less than brand name drugs and are rated by the federal Food and Drug Administration (FDA) to be as safe and as effective as brand name drugs.

The CCHP pharmacies and mail order service fill prescriptions using generic drugs rather than brand name drugs whenever possible.

Note: If a physician writes a prescription that may be filled with an available generic medication, but you insist on having the corresponding brand name medication, you must pay the copayment for the generic medication and the difference in the Plan's negotiated cost between the generic and the brand name medication.

### What are drug tiers?

Drugs on our formulary are organized into four drug tiers, or groups of different drug types. Your copayment depends on which drug tier your drugs are in. Please refer to "Health Plan Benefits and Coverage Matrix" to see the copayment amount you pay for each drug type.

## Drug Management Programs

For certain prescription drugs, we have additional requirements for coverage or limits on our coverage. These requirements and limits ensure that our Members use these drugs in the most effective way and also help us control drug plan costs. A team of doctors and pharmacists developed these requirements and limits for our Plan to help us to provide quality coverage to our Members.

- **Prior Authorization:** We require you to get prior authorization for certain drugs. This means that your physician (or pharmacist) will need to get approval from us before you fill your prescription. If they don't get approval, we may not cover the drug.
- **Quantity Limits:** For certain drugs, we limit the amount of the drug that we will cover per prescription or for a defined period of time.
- **Step Therapy:** In some cases, we require you to first try one drug to treat your medical condition before we will cover another drug for that condition. For example, if Drug A and Drug B both treat your medical condition, we may require your doctor to prescribe Drug A first. If Drug A does not work for you, then we will cover Drug B.
- **Generic Substitution:** When there is a generic version of a brand name drug available, our Network Pharmacies will automatically give you the generic version.
- **Limited Distribution:** These drugs are restricted to certain pharmacies by the Food and Drug Administration. These drugs may only be available at certain pharmacies. For more information consult your Provider and Pharmacy Directory or call Member Services at 1-888-775-7888, seven days a week from 8:00 a.m. to 8:00 p.m. TTY users should call 1-877-681-8898.

You can find out if your drug is subject to these additional requirements or limits by looking in the formulary. If your drug is subject to one of these additional restrictions or limits, and your physician determines that you are not able to meet the additional restriction or limit for medical necessity reasons, you or your physician can request an authorization for an alternate drug. The plan will review and respond to the drug authorization requests within 72 hours of receipt by the plan for non-urgent requests and 24 hours from receipt under exigent circumstances. If the Plan denies a prior authorization request for a formulary drug and a step therapy exception relating to a formulary drug that requires prior authorization, you may file a grievance as described in the "Grievance and Appeals Process"..

## How do I find out what drugs are on the formulary?

Please look up your drug in the formulary listing we send to you. You may also call Member Services Center at 1-415-834-2118 to find out if your drug is on the formulary or to request another copy of our formulary. You can also get updated information about the drugs covered by us by visiting our Web site at [www.cchphmo.com](http://www.cchphmo.com).

## Can the formulary change?

We may add or remove drugs from the formulary during the year. Changes in the formulary may affect which drugs are covered and how much you will pay when filling your prescription. We may add or remove drugs from the formulary, or add prior authorizations, quantity limits and/or step therapy restrictions on a drug. However, for any drug we have been covering and providing to you on a continual basis, we will continue to provide the drug to you, with the Member cost-sharing and restrictions described in this section, as long as the prescription is required by law and your physician continues to prescribe the drug for the same condition.

## What if your drug is not on the formulary?

If your prescription is not listed on the formulary, you should first contact Member Services Center at 1-415-834-2118 to be sure it is not covered. If Member Services Center confirms that we do not cover your drug, you have three options:

- You can ask your doctor if you can switch to another drug covered by us.
- You can ask us to make an authorization to cover your drug.
- You can pay out-of-pocket for the drug and request that the Plan reimburse you by requesting an authorization. If the authorization request is not approved, the Plan is not obligated to reimburse you. If the authorization request is not approved, you may appeal the Plan's denial.

You can obtain non-formulary prescription drugs (those not listed on our drug formulary for your condition) if authorized by the plan and a CCHP physician determines that they are medically necessary. The plan will review and respond to non-formulary drug authorization requests within 72 hours of receipt by the plan for non-urgent requests and 24 hours from receipt under exigent circumstances. If you disagree with your physician's determination that a non-formulary prescription drug is not medically necessary or you received a denial to a non-formulary drug request, you, or your prescribing provider may request to have our denial reviewed by an Independent Review Organization.

You may also file an appeal or grievance as described in the "Grievances and Appeals Process" section.

When you request external exception review process upon a denial of a non-formulary drug and, if applicable, a step therapy exception request relating to a non-formulary drug, CCHP shall complete such requests from a member or member's provider within 24 hours of receipt for exigent review and within 72 hours of receipt for a non-urgent review.

A request for an external exception review will not prevent a member from filing a grievance with the Department including an Independent Medical Review.

## Using Plan Pharmacies

### What are my Network Pharmacies?

With a few exceptions, you must use Network Pharmacies to get your prescription drugs covered.

- What is a “Network Pharmacy?” A Network Pharmacy is a pharmacy at which you can get your prescription drug benefits. We call them “Network Pharmacies” because they contract with our Plan. In most cases, your prescriptions are covered only if they are filled at one of our Network Pharmacies.
- What are “covered drugs?” Covered drugs mean all of the outpatient prescription drugs that are covered by our Plan. Covered drugs are listed in the formulary. (In addition, we also cover drugs not on the formulary, if found to be medically necessary.)

### The Pharmacy Directory gives you a list of Plan Network Pharmacies.

As a Member of CCHP we will send you a Pharmacy Directory, which gives you a list of our network pharmacies in our service area. You can use it to find the Network Pharmacy closest to you. If you don’t have the Pharmacy Directory, just call Member Services for information. In addition, you can find this information on our Web site.

### How do I Fill a Prescription for Medications at a Network Pharmacy?

To fill a prescription for medications, you must show your Plan membership card at one of our Network Pharmacies. You can fill drugs that are not subject to restricted distribution by the U.S. Food and Drug Administration or requires special handling, provider coordination, or patient education that can not be provided by a retail pharmacy. If you do not have your membership card with you when you fill your prescription, you may have to pay the full cost of the prescription (rather than paying just your copayment). If this happens, you can ask us to reimburse you for our share of the cost by submitting a claim to our Member Services Center.

### Benefits of Filling a Prescription at Chinese Hospital Pharmacy

When filling a prescription at Chinese Hospital Pharmacy for a 3 month supply (or up to 90 days of medications), you may pick up your medications in person at Chinese Hospital Pharmacy and receive the same reduced copayment available through CCHP’s Mail Order Service. Please refer to the Description of Plan Benefits and Services, specifically under the Prescription Drug Coverage Section for specific copayment amounts.

The Pharmacy at Chinese Hospital is located in the lobby, at the Hospital, which is located at 845 Jackson Street, San Francisco, CA 94133. The Pharmacy is open to our Members during their outpatient business hours which Monday through Friday from 8:00 a.m. to 7:00 p.m and Saturday-Sunday-Holidays from 9:00 a.m. to 5:00 p.m. They can be reached by telephone at 1-415-677-2430.

### Partial Fills for Prescriptions

You or your prescriber may request partial fills pain management or Schedule II medications. The pharmacy will retain the original prescription, with a notation of how much of the



prescription has been filled, until the prescription has been fully dispensed. The pharmacy will collect the copayment, if any, for the entire prescription at the time of the first partial fill and will not charge any additional fees for prescriptions that are dispensed as partial fills. The full prescription shall be dispensed not more than 30 days after the first partial fill. The prescription will expire 31 days after the initial fill and no more drug can be dispensed without a subsequent prescription.

## **Filling Prescriptions Outside the Network**

Generally, we only cover drugs filled at an Out-of-Network Pharmacy in limited circumstances when a Network Pharmacy is not available. In following paragraphs we describe some circumstances when we would cover prescriptions filled at an Out-of-Network Pharmacy.

Before you fill a prescription in these situations, call Member Services to see if there is a Network Pharmacy in your area where you can fill your prescription. If you do go to an out-of-Network Pharmacy, you may have to pay the full cost (rather than paying just your copayment) when you fill your prescription. You can ask us to reimburse you for our share of the cost by submitting a claim form.

Note: If we do pay for the drugs you get at an Out-of-Network Pharmacy, you may still pay more for your drugs than what you would have paid if you went to an In-Network Pharmacy, because we may have lower negotiated rates at Network Pharmacies.

## **What if I need a prescription because of a medical emergency?**

We will cover prescriptions that are filled at an Out-of-Network Pharmacy if the prescriptions are related to care for a medical emergency or urgently needed care. In this situation, you will have to pay the full cost (rather than paying just your copayment) when you fill your prescription, and then submit a paper claim to the Plan for reimbursement.

## **What if I will be traveling away from the Plan's service area?**

If you take a prescription drug on a regular basis and you are going on a trip, be sure to check your supply of the drug before you leave. When possible, take along all the medication you will need. You may be able to order your prescription drugs ahead of time through our network mail order pharmacy service or through a Network Pharmacy.

## **How do I obtain Maintenance Medications?**

Maintenance medications are drugs that you take on a regular basis for a chronic or long-term medical condition (example: hydrochlorothiazide for hypertension).

You may obtain maintenance medications either in person at any network pharmacy, including Chinese Hospital Pharmacy, Costco Pharmacy or by mail order with Costco Pharmacy. There is a reduced copayment or coinsurance when you fill a 3 month (or 90 day) supply of maintenance medications or up to 12 month supply of prescription contraceptives at Chinese Hospital Pharmacy, Costco Pharmacy or through CCHP's Mail Order Service.

If you choose to obtain maintenance medications by mail, it generally takes up to 10 days to process your order and ship it to you. Costco Pharmacy dispenses maintenance drugs at a 90-day supply. To get order forms and information about filling your prescriptions by mail, please call

the CCHP Member Services Center at 1-415-834-2118. Or, you may call Costco Pharmacy directly at 1-800-607-6861, Monday -Friday 5:00 a.m. to 7:00 p.m. and Saturday, 9:30 a.m. to 2:00 p.m. excluding holidays. You will also be sent detailed instructions on how to use this service, including a simple form to start the service. (If you have Internet access, you may also go to [www.pharmacy.costco.com](http://www.pharmacy.costco.com)- for mail order medications.)

## How do I obtain Specialty Medications?

Certain specialty medications are provided exclusively at Chinese Hospital Pharmacy and MedImpact Direct. Therefore, you must obtain these specialty medications either in person at Chinese Hospital Pharmacy or by mail order with MedImpact Direct.

Specialty medications are a subset of medications that *have some or all* of the following characteristics (example: Enbrel injectable for rheumatoid arthritis):

- Expensive with high medical cost potential
- Produced through biotechnology mechanism
- Often administered by injection
- Associated with complex clinical management
- Require close patient monitoring
- Distributed through specialty pharmacy network
- Special handling or shipping requirements

Please refer to your complete formulary listing for detailed information regarding specialty medications.

If you wish to obtain specialty medications at Chinese Hospital Pharmacy, the physician writing the prescription for your specialty medications will check your benefits. After your benefits have been verified, the physician will fax the prescription directly to Chinese Hospital Pharmacy, where you may obtain the medication once the prescription has been filled.

If you wish to mail order your specialty medications, the physician will place your order directly with MedImpact Direct. In the event that you are provided a paper prescription from your provider, please contact MedImpact Direct to initiate the dispensing process at:

Phone: 1-855-873-8739

Fax: 1-888-807-5716

Hours of Operation

Monday-Friday 7:00 a.m. to 7:00 p.m. Central

Saturday 8:00 a.m. to 4:00 p.m. Central

Once your mail order has been placed, MedImpact Direct will reach out to you to start therapy. They will help you manage your condition at no extra charge.

## How do I submit a paper claim?

When you go to a Network Pharmacy, your claim is automatically submitted to us by the pharmacy. However, if you go to an Out-of-Network Pharmacy for one of the reasons listed above, the pharmacy may not be able to submit the claim directly to us. When that happens, you will have to pay the full cost of your prescription. Please submit the paper claim to Member Services, who will process it for payment.

## Non-Prescription Supplies

The following supplies for which the law does not require a prescription are also covered under the copayment:

The following supplies are covered for up to a 30-day supply.

- a) insulin and insulin syringes;
- b) disposable needles and syringes needed for injecting prescribed medications;
- c) blood testing agents; and
- d) glucagon.

The following supplies are covered for at the generic drug copayment for up to a 30-day supply.

- a) lancet and lancet devices;
- b) urine testing strips; and
- c) alcohol swabs.

You must use a contracting pharmacy, except when obtaining these supplies as a part of the emergency services or urgently needed services benefit. (If you are obtaining both a medication and disposable needles and syringes to administer the medication, there is only one copayment for each 30-day supply.)

## Drug exclusions

While the prescription drug coverage includes most types of medications, there are some that are not covered:

- Drugs or medicines purchased or received before starting or after terminating membership in CCHP.
- Drugs or medicines purchased from a pharmacy not contracting with CCHP, except for emergency or urgently needed services.
- Non-prescription medications, except for FDA approved smoking cessation drugs and products and FDA approved contraceptives.
- Drugs and medications when prescribed for cosmetic purposes.
- Cosmetic drugs or medications prescribed solely for cosmetic purposes, dietary supplements, and diet pills.
- Medications furnished for which there is no charge to patient.

- Any experimental drug, including those labeled “Caution: Limited by Federal Law to investigational use only.” There are exceptions to this exclusion described in other parts of this Combined Evidence of Coverage and Disclosure Form; for example experimental drugs may be covered in cases in which a Member has a terminal illness, or a life-threatening or seriously debilitating condition; the “Clinical Trials” section of this Evidence of Coverage and Disclosure Form also describes situations in which we may cover experimental or investigational medications. For appeal rights for experimental drugs, please see the “Independent Medical Review of Certain Appeals” section.

The exclusions or limitations described above do not apply to Medically Necessary services to treat severe mental illnesses (SMI) or serious emotional disturbances of a child (SED).

## **Durable Medical Equipment**

Coverage for durable medical equipment is limited to the standard item of equipment that adequately meets your medical needs. Durable medical equipment is an item that is intended for repeated use, primarily and customarily used to serve a medical purpose, generally not useful to a person who is not ill or injured, and appropriate for use in the home.

Durable medical equipment, including oxygen dispensing equipment (and oxygen), used during a covered stay in a hospital or skilled nursing facility is provided without charge.

Subject to the Member deductible and coinsurance listed in the Health Plan Benefits and Coverage Matrix for of the cost of the item, we cover durable medical equipment which is prescribed by a Plan physician and when prior authorized by the Health Plan for use in your home (or an institution used as your home).

For the treatment of asthma of both adult and pediatric Members, the following items are covered: inhaler spacers from a plan pharmacy, nebulizers, including face masks and tubing; and peak flow meters. For adult and pediatric Members these items are covered subject to the Member coinsurance for the cost of the item.

We decide whether to rent or purchase the equipment, and we select the vendor. We will repair or replace the equipment, unless the repair or replacement is due to loss or misuse. You must return the equipment to us or pay us the fair market price of the equipment when it is no longer prescribed.

Note: Coverage of diabetes urine testing supplies and certain insulin administration devices is described in the “Diabetes Care” section of this EOC.

## **Exclusions:**

- Comfort, convenience, or luxury equipment or features
- Exercise or hygiene equipment
- Nonmedical items such as sauna baths or elevators
- Modifications to your home or car

- Devices for testing blood or other body substances, except certain items and supplies covered under “Diabetes Care”
- Electronic monitors of the heart or lungs, except infant apnea monitors

## **Durable Medical Equipment for Home Use**

Inside our Service Area, we cover the durable medical equipment specified in this "Durable Medical Equipment" section for use in your home (or another location used as your home) in accord with our durable medical equipment formulary guidelines. Durable medical equipment for home use is an item that is intended for repeated use, primarily and customarily used to serve a medical purpose, generally not useful to a person who is not ill or injured, and appropriate for use in the home.

Coverage is limited to the standard item of equipment that adequately meets your medical needs. Covered durable medical equipment (including repair or replacement of covered equipment) is provided at the Member cost share amount shown in the benefit matrix. We decide whether to rent or purchase the equipment, and we select the vendor. You must return the equipment to us or pay us the fair market price of the equipment when we are no longer covering it.

Inside our Service Area, we cover the following durable medical equipment for use in your home (or another location used as your home):

- Standard curved handle or quad cane and replacement supplies
- Standard or forearm crutches and replacement supplies
- Dry pressure pad for a mattress
- IV pole
- Tracheostomy tube and supplies
- Enteral pump and supplies
- Bone stimulator
- Cervical traction (over door)
- Phototherapy blankets for treatment of jaundice in newborns

## **Hemodialysis-Related Durable Medical Equipment**

After you receive appropriate training at a dialysis facility we designate, we also cover equipment and medical supplies required for home hemodialysis and home peritoneal dialysis inside our Service Area at the Member cost share amount shown in the benefit matrix. Coverage is limited to the standard item of equipment or supplies that adequately meets your medical needs. We decide whether to rent or purchase the equipment and supplies, and we select the vendor. You must return the equipment and any unused supplies to us or pay us the fair market price of the equipment and any unused supply when we are no longer covering them.

Dialysis Care Exclusions:

- Comfort, convenience, or luxury equipment, supplies and features Nonmedical items, such as generators or accessories to make home dialysis equipment portable for travel

## Ostomy and Urological Supplies

Inside our Service Area, we cover ostomy and urological supplies. We select the vendor, and coverage is limited to the standard supply that adequately meets your medical needs.

Our formulary guidelines allow you to obtain nonformulary ostomy and urological supplies if they would otherwise be covered and the Medical Group determines that they are Medically Necessary.

Covered ostomy and urological supplies include:

- Adhesives – liquid, brush, tube, disc or pad
- Adhesive removers
- Belts – ostomy
- Belts – hernia
- Catheters
- Catheter Insertion Trays
- Cleaners
- Drainage Bags/Bottles – bedside and leg
- Dressing Supplies
- Irrigation Supplies
- Lubricants
- Miscellaneous Supplies – urinary connectors; gas filters; ostomy deodorants; drain tube attachment devices; soma caps tape; colostomy plugs; ostomy inserts; irrigation syringes, bulbs, and pistons; tubing; catheter clamps, leg straps and anchoring devices; penile or urethral clamps and compression devices
- Pouches – urinary, drainable, ostomy
- Rings – ostomy rings
- Skin barriers
- Tape – all sizes, waterproof and non-waterproof

Ostomy and urological supplies exclusion: Comfort, convenience, or luxury equipment or features

## Prosthetic and Orthotic Devices

Plan covers prosthetic and orthotic devices if they are in general use, intended for repeated use, primarily and customarily used for medical purposes, and generally not useful to a person who is

not ill or injured. Also, devices are limited to the standard device that adequately meets your medical needs. We select the provider or vendor that will furnish the covered device. Coverage includes fitting and adjustment of these devices, their repair or replacement (unless due to loss or misuse), and services and supplies to determine whether you need a prosthetic or orthotic device. CCHP will cover all orthotic and prosthetic devices and services when medically necessary, subject to prior authorization and to the exclusions listed below. If we do not cover the device, we will try to help you find facilities where you may obtain what you need at a reasonable price.

During covered surgery, internally implanted devices (such as pacemakers and hip joints) approved by the federal Food and Drug Administration for general use are provided without charge.

A prosthetic device following mastectomy, including a custom-made prosthetic when medically necessary, is provided without charge if all or part of a breast is removed for medically necessary reasons; the cost of such devices is not charged against the annual maximum benefit.

Special footwear for enrollees suffering from foot disfigurement which includes, but is not limited to, disfigurement from cerebral palsy, arthritis, polio, spina bifida, diabetes, and foot disfigurement caused by accident or developmental disability will be covered upon prior authorization.

Note: Podiatric devices (including footwear) to prevent or treat diabetes-related complications are not covered under this section (refer to the “Diabetes Care” section).

The external prosthetics and orthotics listed below are covered in full while the Member is receiving inpatient care. Outpatient prosthetics and orthotics are subject to applicable deductibles, coinsurance or copayment as listed in the Health Plan Benefits and Coverage Matrix for each item we cover the external prosthetics and orthotics listed.

- Prosthetic devices and installation accessories to restore a method of speaking following the removal of all or part of the larynx (this coverage does not include electronic voice-producing machines, which are not prosthetic devices)
- Prostheses needed after a Medically Necessary mastectomy, including:
  - Custom-made prostheses when Medically Necessary
  - Up to three brassieres required to hold a prosthesis every 12 months
- Podiatric devices (including footwear) to prevent or treat diabetes-related complications when prescribed by a Plan Physician or by a Plan Provider who is a podiatrist
- Compression burn garments and lymphedema wraps and garments
- Enteral formula for Members who require tube feeding in accord with Medicare guidelines
- Prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect

**Exclusions:**

- Eyeglasses and contact lenses (except to Treat Aniridia and Aphakia; and for pediatric coverage as described under “Pediatric Vision”)
- Nonrigid supplies, such as elastic stocking and wigs, except as otherwise described above in this section
- Comfort, convenience, or luxury equipment or features
- Shoes or arch supports, even if custom-made, except as otherwise described above in this section and under the section “Diabetes Care.”

## Contact Lenses to Treat Aniridia and Aphakia

We cover the following special contact lenses when prescribed by a Plan Physician or Plan Optometrist:

- Up to two Medically Necessary contact lenses per eye (including fitting and dispensing) in any 12-month period to treat aniridia (missing iris). We will not cover an aniridia contact lens if we provided an allowance toward (or otherwise covered) more than one aniridia contact lens for that eye within the previous 12 months.
- Up to six Medically Necessary aphakic contact lenses per eye (including fitting and dispensing) per calendar year to treat aphakia (absence of the crystalline lens of the eye) for Members. We will not cover an aphakic contact lens if we provided an allowance toward (or otherwise covered) more than six aphakic contact lenses for that eye during the same calendar year.

## PKU and Special Food Products

Phenylketonuria (PKU) is covered for testing and treatment. Formulas and food products for the treatment of PKU are covered without charge under the following circumstances:

- 1) The special food products are prescribed by a Plan physician for the treatment of PKU, and are consistent with the recommendations of qualified health professionals with expertise and experience in the treatment and care of PKU. Food products which are naturally low in protein are not covered, but food products that are specially formulated to have less than one gram of protein per serving are covered.
- 2) The special food products are used in place of normal food products, such as grocery store foods used by the general population.

Members with PKU are asked to discuss this coverage of special food products with their Plan physician to receive instructions on where to obtain the special food products. Special formulas for children are obtained from participating pharmacies; Members should ask their Plan physician to submit the necessary authorizations to the Plan. Any other specially formulated low protein food (less than 1 gram protein per serving) product will be reimbursed to the Member after the Member has paid for the food. Bills for this are to be submitted to:

Claims Department  
Chinese Community Health Plan  
445 Grant Avenue, Suite 700  
San Francisco, CA 94108



## **Mental Health and/or Behavioral Care**

The scope of treatment services for mental health conditions that a plan must cover varies depending on whether the condition is defined as a Severe Mental Illness (SMI), a Serious Emotional Disturbance of a Child (SED), or another type of mental or substance use disorder that is not an SMI or SED. Notwithstanding any exclusions or limitations described in this EOC, all treatment services for an SMI or SED mental health condition shall be covered as medically necessary.

### **Mental Health Coverage for Severe Mental Illness, or Serious Emotional Disturbance of a Child**

Coverage for mental health care services will be determined by a Member's medical and mental health diagnosis and condition. Members who have a "severe mental illness" or a child with "serious emotional disturbance" shall have care authorized in accordance with nationally recognized evidence based criteria. Members, who have a mental health condition other than those defined conditions, are entitled to the same level of coverage as CCHP provides for medical conditions. In order to help you understand the coverage, we first define these conditions, and then explain the coverage for each category.

Severe Mental Illness (SMI) includes the following diagnoses in a patient of any age: schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, bulimia nervosa.

Serious Emotional Disturbance (SED) of a Child means a child who:

- 1) Has one or more mental disorders as identified in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental disorder, that result in behavior inappropriate to the child's age according to expected developmental norms, and
- 2) Who meets the criteria in paragraph (2) of subdivision (a) of Section 5600.3 of the Welfare and Institutions Code. This section states that Members of this populations shall meet one or more of the following criteria:
  - a) As a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following has occurred: the child is at risk of removal from home or has already been removed from the home or the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment;
  - b) The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder.
  - c) The child meets special education eligibility requirements under Section 5600.3(a)(2)(C) of the Welfare and Institutions Code.

Behavioral health treatment professional services and treatment programs are provided, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism. The treatment plan shall be made available to CCHP upon request.

**Mental Health Coverage for All Other Mental Illness:** Non-emergent outpatient mental health visits when medically necessary and referred by your Primary Care Physician to a Plan Provider are provided for at the Mental Health Office Visit cost-share or Mental Health Outpatient Other Items and Services cost-share as shown in the “Health Plan Benefits and Coverage Matrix” section and described below. Coverage is for any mental health condition identified as a “mental disorder” in the Diagnostic and Statistical Manual of Mental Disorders, Fourth Edition, Text Revision (DSM) that results in clinically significant distress or impairment of mental, emotional, or behavioral functioning. Coverage also includes treatment for eating disorders anorexia nervosa and bulimia nervosa. Services are covered when provided by Plan Physicians or other Plan Providers who are licensed health care professionals acting within the scope of their license.

Inpatient psychiatric hospitalization. Inpatient mental health services in an acute psychiatric facility are provided for the hospital services copayment, if any, as shown in the Health Plan Benefits and Coverage Matrix. Coverage shall include room and board, drugs, and services of physicians and other providers who are licensed health care professionals acting within the scope of their license. Inpatient mental health services also include:

- Residential treatment programs in a treatment facility with 24-hour-a-day monitoring for stabilization of an acute psychiatric crisis
- Psychiatric Observation for an acute psychiatric crisis

Prescription drugs are provided for the copayment shown in the “Health Plan Benefits and Coverage Matrix.”

**Mental Health Outpatient Office Visit** include:

- Individual and group mental health evaluation and treatment
- Outpatient Services for the purpose of monitoring drug therapy
- Individual and group chemical dependency evaluation and counseling
- Medical treatment for withdrawal symptoms
- Behavioral Health Treatment Office Visit for Autism and Pervasive Developmental Disorder

The number of visits is determined by the Member’s Primary Care Physician in accord with a treatment plan provided by the Member’s mental health professional; the Member is entitled to medically necessary services in accordance with professionally recognized standards of care.

**Mental Health Outpatient Other Items and Services** include:

- Short-term hospital-based intensive outpatient care (partial hospitalization)
- Short-term multidisciplinary treatment in an intensive outpatient psychiatric treatment program
- Intensive outpatient treatment
- Psychological testing to evaluate a mental disorder
- Day treatment program
- Behavioral Health Therapy Home Visit for Autism and Pervasive Developmental Disorder

Prescribed psychiatric day care (partial hospitalization), which is care at a hospital in which patients participate during the day, returning to their home or other community placement during the evening or night, is provided at the other outpatient items and services rate. Professional care during covered psychiatric day care is provided without charge.

**Exclusions:** The behavioral health treatment plan is not used for purposes of providing or for the reimbursement of respite, day care, or educational services and is not used to reimburse a parent for participating in the treatment program; however, CCHP's coverage of behavioral health treatment does not affect services for which an enrollee might be eligible under state law, including the Lanterman Developmental Disabilities Services Act, California Early Intervention Services Act, and services delivered as part of an individualized education program for individuals with exceptional needs.

## Chemical Dependency

Diagnosis and medical treatment for alcohol or drug dependency are provided in an outpatient or inpatient setting. Psychotherapy, counseling, and psychiatric treatments, inpatient detoxification services for the medical management of withdrawal symptoms that are provided by a licensed contracted provider. Determination of the need for services of a specialized rehabilitation facility, and referral to such a facility in appropriate cases, are covered, when considered as medically necessary.

### **Inpatient Detoxification**

We cover hospitalization in a Plan Hospital only for inpatient detoxification (room and board, plan physician services, drugs, dependency recovery services, education and counseling.

We cover transitional residential recovery services – chemical dependency treatment in a nonmedical transitional residential recovery setting. This setting provides counseling and support services in a structured environment.

### **Outpatient Chemical Dependency Care**

We cover the following services under the Substance Use Disorder Outpatient Office Visit cost-share:

- Individual and group chemical dependency counseling
- Medical treatment for withdrawal symptoms

We cover the following services under the Substance Use Disorder Outpatient Other Items and Services cost-share:

- Day-treatment programs
- Intensive outpatient programs

**Exclusions:** Treatment and counseling for alcohol or chemical dependency not provided by a California licensed and CCHP contracted Physicians, Psychiatrists, Psychologists, Clinical Social Worker, and or by other independently California licensed and contracted facilities; Services provided by a unlicensed Provider, or which are provided as non-medical, ‘spiritual’, or which are experimental. This exclusion or limitation does not apply to medically necessary services to treat severe mental illness (SMI) or serious emotional disturbances of a child (SED).

## Psychiatric Emergency Medical Condition

Means a mental disorder where there are acute symptoms of sufficient severity to render either an immediate danger to yourself or others, or you are immediately unable to provide for or use, food, shelter or clothing due to the mental disorder. Psychiatric emergency services may include a transfer of an enrollee to a psychiatric unit within a general acute hospital or to an acute psychiatric hospital to relieve or eliminate a psychiatric emergency medical condition if, in the opinion of the treating provider, the transfer would not result in a material deterioration of the patient’s condition.

**Emergency Services:** These include an emergency medical or emergency psychiatric medical condition where you have acute symptoms of sufficient severity including severe pain such that absence of immediate medical attention could reasonably be expected by you, to place your health in serious jeopardy; seriously impair your bodily functions; result in a serious dysfunction of any bodily organ or part; or active labor; meaning labor at a time that either of the following would occur:

- There is inadequate time to affect a safe transfer to another hospital prior to delivery; or
- A transfer poses a threat to the health and safety of the Member of the unborn child

## Home Health Care by Provider

Physician house calls are provided for the copayment shown in the Health Plan Benefits and Coverage Matrix, but only when the Primary Care Physician determines that necessary care can best be provided in the home.

## Home Health Care

Home health services, where medically appropriate, and as pre-authorized by CCHP, health services can be provided at the home of an enrollee as prescribed or directed by a physician, osteopath, or a qualified autism service provider. Such home health services shall include

behavioral health treatment, diagnostic and treatment services, which can reasonably be provided in the home, including nursing care, performed by a qualified autism service provider, registered nurse, public health nurse, licensed vocational nurse or licensed home health aide. Medically necessary skilled nursing services, and home health aides, on a part-time, intermittent basis are provided subject to the copayment (including any applicable deductible). The copayment and any applicable deductible are described in the section Health Plan Benefits and Coverage Matrix.

## Hospice Care

We cover hospice care for terminally ill Members within our service area if a Plan physician determines that it is feasible to maintain effective supervision and control of your care in your home. If a Plan physician diagnoses you with a terminal illness and determines that your life expectancy is one year or less, you may choose home-based hospice care instead of traditional services and supplies otherwise provided for your illness. If you elect hospice care, you are not entitled to any other services for the terminal illness under this Combined Evidence of Coverage and Disclosure Form. You may change your decision to receive hospice care at any time.

Under hospice care, we cover the following services and supplies when approved by the Health Plan and our hospice care team and provided by a licensed hospice agency approved by the Plan or the medical group:

- Plan physician
- Skilled nursing services
- Physical, occupational, or respiratory therapy, or therapy for speech-language pathology
- Dietary counseling
- Medical social services
- Home health aide and homemaker services
- Palliative drugs prescribed for pain control and symptom management of the terminal illness in accord with Plan guidelines. (You must obtain these drugs from a contracting Plan pharmacy.)
- Durable medical equipment in accord with Plan guidelines
- Short-term inpatient care, including respite care, care for pain control, and acute and chronic symptom management
- Counseling and bereavement services

## Pediatric Vision

Preventative health services (including services for the detection of asymptomatic diseases), which includes, under a physician's supervision, vision testing for persons up to age 19 are covered. Chinese Community Health Plan partners with VSP to administer your Pediatric Vision Plan. The following benefits are covered:

- Vision exam once every calendar year at no cost to the Member, including dilation exam if professionally indicated.

- Lenses for glasses once every calendar year at no cost to the Member, including single vision, bifocal, trifocal, and lenticular. Member has a choice of glass, plastic, or polycarbonate lenses. Scratch resistance and UV coating is also covered at no cost to the Member.
- Frames from a Pediatric Exchange Collection once every calendar year at no cost to the Member.
- In lieu of eyeglasses, elective contact lens services and materials are covered at no cost to the Member with the following service limitations:
  - Standard (one pair annually) = 1 contact lens per eye (2 total lenses)
  - Monthly (six-month supply) = 6 lenses per eye (12 total lenses)
  - Bi-weekly (3 month supply) = 6 lenses per eye (12 total lenses)
  - Dailies (3 month supply) = 60 lenses per eye (total 180 lenses)

Medically necessary contact lenses are covered at no cost once every calendar year. Contact lenses may be medically necessary when the use of contact lenses, in lieu of eyeglasses, will provide better visual correction, including avoidance of diplopia or suppression. Contact lenses may be determined to be medically necessary in the treatment of the following conditions: Keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, and irregular astigmatism.

- Low vision is a significant loss of vision but not total blindness. Low vision exams and low vision aids are covered at no cost to the Member once every calendar year with preauthorization.

A member can obtain once a year, as stated above, either eyeglasses with frames or contact lenses. If a member made a choice of eyeglasses and it is later determined that s/he requires contact lenses for a condition referenced above, contact lenses will be provided in addition to the first choice.

VSP Network Doctors have agreed to accept payments for services with no additional billing to the Member other than copayments, applicable tax, co-insurance and any amounts for non-covered services and/or materials.

If you have additional questions, please visit VSP at [vsp.com](http://vsp.com) or call 1-800-877-7185.

## Pediatric Dental

Chinese Community Health Plan partners with Delta Dental to administer your Pediatric Dental benefits. Pediatric dental benefits apply for individuals under 19 years of age.

For more details, please see the Delta Dental Evidence of Coverage at the end of this EOC. If you have additional questions, please visit Delta Dental at [deltadental.com](http://deltadental.com) or call 1-800-765-6003.

## **Coordination of Benefits:**

If the general Coordination of Benefits rules as described later in this EOC do not apply, then the provisions of this pediatric Coordination of Benefits section will apply for pediatric dental benefits.

In the event you are covered by more than one plan for dental benefits, CCHP's DHMO Pediatric Dental benefit will be considered as the primary dental benefit plan. CCHP will pay the maximum amount required under the CCHP plan. The secondary dental benefit plan will pay the lesser of either the amount that it would have paid in the absence of any other dental benefit coverage, or the enrollee's total out-of-pocket cost payable under the primary dental benefit plan for benefits covered under the secondary plan.

## **Exclusions, Limitations, and Reductions**

### **Exclusions**

The Services listed in this "Exclusions" section are excluded from coverage. These exclusions apply to all Services that would otherwise be covered under this Combined Evidence of Coverage and Disclosure Form. Additional exclusions that apply only to a particular benefit are listed in the description of that benefit in the "Description of Benefits and Coverage" section.

### **Services Received from Non-Plan Physician, Hospital, or other Provider**

Services a Member receives from a non-plan physician, hospital, or other provider, except upon prior authorization from a Plan physician and the Plan, or for covered urgently-needed or emergency services.

### **Aqua or Other Water Therapy**

We do not cover aquatic therapy and other water therapy unless it is part of a physical therapy treatment plan and deemed medically necessary. This exclusion or limitation does not apply to medically necessary services to treat severe mental illness (SMI) or serious emotional disturbances of a child (SED).

### **Massage Therapy**

We do not cover massage therapy unless it is part of a physical therapy treatment plan and deemed medically necessary. This exclusion or limitation does not apply to medically necessary services to treat severe mental illness (SMI) or serious emotional disturbances of a child (SED).

### **Services by a Plan Specialist in a non-emergency setting**

Services rendered by a Plan specialist in a non-emergency setting without a prior authorization from the Member's Primary Care Physician.

### **US Department of Veterans Affairs**

For any services for conditions arising from military service that the law requires the Department of Veterans Affairs to provide, we will not pay the Department of Veterans Affairs.

## Medical Confinement on Effective Date

Services to a Member who on the effective date is confined to a hospital or skilled nursing facility, until termination of the confinement, unless the Member agrees to come under the care of a Plan physician if medically appropriate, and to be transferred to a Plan facility if medically appropriate; if it is not medically appropriate to come under the care of a Plan physician or to be transferred to a Plan facility, the Plan will cover services rendered until the transfer to a Plan physician or facility is appropriate.

## Custodial Care

Custodial care, which means assistance with activities of daily living (for example, walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medicine), or care that can be performed safely and effectively by people who, in order to provide the care, do not require medical licenses or certificates or the presence of a supervising licensed nurse; this exclusion does not apply to services covered under “Hospice Care” in the benefits section. This exclusion or limitation does not apply to medically necessary services to treat severe mental illness (SMI) or serious emotional disturbances of a child (SED).

## Experimental or Investigative Services

Any treatment, procedure, drug, facility, equipment, device, artificial organ, or supply (each of which is hereafter called a “service”) which the Plan determines to be experimental or investigational. A service is experimental or investigational if:

- a) The service is not recognized in accord with generally accepted medical standards as being safe and effective for use in the treatment of the condition in question, whether or not the service is authorized by law for use in testing or other studies on human patients; or
- b) The service requires approval of any governmental authority prior to use and such approval has not been granted; or
- c) The service is only available under a protocol of a Plan hospital’s Research and Human Experimentation Committee.

If the Plan denies coverage to a Member with a terminal illness (which for the purposes of this section refers to an incurable or irreversible condition that has a high probability of causing death within two years or less) for treatment, services, or supplies deemed experimental, the Plan shall provide the Member the following information within five business days:

- i) A statement setting forth the specific medical and scientific reasons for denying coverage;
- ii) A description of alternative treatment, services, or supplies covered by the Plan, if any; and,
- iii) A copy of the Plan’s grievance procedure and complaint form.

In addition, Members with a terminal illness, or a life-threatening or seriously debilitating condition (as defined in the Knox-Keene Act) for which a recommended treatment has been denied on the grounds that it is experimental or investigational are entitled to request an



independent external review of the CCHP decision. Contact the CCHP Member Services Center for information about eligibility criteria, policy description, and how to request a review.

## **Workers' Compensation**

Financial responsibility for conditions covered by Workers Compensation or for which care or reimbursement is available from a government agency or program other than Medi-Cal.

## **Certain Exams and Services**

Physical examinations and other services (a) required for obtaining or maintaining employment or participation in employee programs, (b) required for insurance or licensing, or (c) school requirements, or (d) on court order or required for parole or probation. This exclusion does not apply if a Plan Physician decides that the services are medically necessary. CCHP's coverage of behavioral health treatment does not affect services for which an enrollee might be eligible under state law, including the Lanterman Developmental Disabilities Services Act, California Early Intervention Services Act, and services delivered as part of an individualized education program for individuals with exceptional needs. This exclusion or limitation does not apply to medically necessary services to treat severe mental illness (SMI) or serious emotional disturbances of a child (SED).

## **Dental Care**

Dental care and dental X-rays are excluded, such as dental services and supplies, dental implants, orthodontia, and dental services and supplies resulting from medical treatment such as surgery on the jawbone and radiation treatment. This exclusion does not apply to (a) evaluation, extraction, dental X-rays, or fluoride treatment, if a Plan Physician refers you to a dentist to prepare your jaw for radiation treatment of cancer, or, (b) surgery on the jaw bone and associated bone joints, or (c) repair necessitated by accidental injury to sound natural teeth or jaw, which are covered, provided that the repair commences within 90 days of the accidental injury or as soon thereafter as is medically feasible.

(Please note that pediatric dental services are covered for individuals under 19 years of age. Please see the Pediatric Dental section of this EOC for more details.)

## **Organ Donation**

Experimental or investigational organ or bone marrow transplants are not covered. (For appeal rights for experimental procedures, please see the "Independent Medical Review of Certain Appeals" section.)

The Plan is not responsible for finding, furnishing or assuring the availability of a bone marrow donor or donor organ. If the facility to which you are referred determines that you do not satisfy its criteria for a transplant, we will cover services you receive before that determination is made. Transplant benefits are available only in the Service Area, unless otherwise authorized by the Plan Medical Director, with the exception that geographic limitations do not apply to treatment of stem cell harvesting.

## Cosmetic Services

Services that are intended primarily to change or maintain your appearance except for certain reconstructive procedures described in the “Reconstructive Surgery” section.

## Eyeglasses and Contact Lenses

Note: The exclusions listed below do not pertain to Pediatric Vision. Please see the Pediatric Vision section of this document for more information about pediatric vision benefits.

- Eyeglass lenses and frames
- Contact lenses, including fitting and dispensing

## Services related to a non-covered service

Services which are not medically necessary and which are provided solely for the personal comfort of the Member.

## Hearing Aids

Tests and services for the provision and fitting of hearing aids

## Treatment of Obesity

(Unless medically necessary) including surgery, drugs, counseling, or educational therapy or programs.

## Routine Foot Care Services

Routine foot care including trimming of corns, calluses, and nails, unless medically necessary.

## Other Excluded Services

- Services to treat or reverse voluntary surgically-induced infertility (with the exception of medically necessary iatrogenic fertility preservation)
- Blood donor fees
- Radial keratotomy
- Hypnotherapy and biofeedback (This exclusion or limitation does not apply to medically necessary services to treat severe mental illness (SMI) or serious emotional disturbances of a child (SED).)

## Limitations in Services

- 1) The Plan is not responsible for delay or failure to render service due to a major disaster, war, civil disturbance, or epidemic affecting facilities or personnel. In such unlikely circumstances the Plan and its providers will do their best to provide the services you need; if Plan providers are not available or if reaching them would cause a delay you may obtain urgently needed services or emergency services from the nearest doctor or hospital.

- 2) In the event of labor disputes involving Plan organizations, the Plan will use its best efforts to provide covered services, but non-emergent care may be postponed until resolution of the labor disputes.
- 3) The Plan is not responsible for conditions for which a Member refuses recommended treatment for personal reasons, when Plan physicians believe no professionally acceptable alternative exists.
- 4) Coverage for the following service categories is limited to the benefits described under the following headings:
  - Rehabilitation Services (physical, speech, and occupational therapy)
  - Diabetes Care
  - Durable Medical Equipment
  - Prosthetic and Orthotic Devices
  - Eye Examinations and Glasses
  - Hearing Tests

## **Member Services Center**

The CCHP Member Services Center is staffed with trained bilingual specialists whose job is to help you understand the benefits and services of the Plan, as well as the physicians, hospitals, and other providers. This Department is here to serve you when you just have a question about how to use the Plan or when you have a problem or complaint. Some services they can assist you with include: understanding your health plan benefits; how to make your first medical appointment; what to do if you move, get married, need to replace your membership card, or want to file an emergency services claim.

If you have a problem which is not promptly resolved, you are encouraged to submit a complaint to the Member Services Center. This Department will handle your complaint as described below, and will keep you informed in a timely fashion as we work together to resolve your complaint. If you would like a full copy of our written grievance resolution procedure, including all the timeframes by which we must respond to Member concerns, please call or write our Member Services Center.

## **Member Satisfaction Procedure**

All persons associated with CCHP share responsibility for assuring your satisfaction with our service. If you have a question or concern about medical care you are encouraged to ask for assistance at the time and place the problem occurs. Your Primary Care Physician or specialist physician should be able to resolve your concerns. If the problem involves care from a hospital or other provider group, the supervisor or manager in each department can be particularly helpful.

## **Grievances and Appeals Process**

We are committed to providing you with quality care and with a timely response to your concerns. You can discuss your concerns with our Member Services Center.

A grievance is a complaint about a problem you observe or experience, including complaints about the quality of services that you receive, complaints regarding such issues as office waiting times, physician behavior, adequacy of facilities, or other similar concerns.

An appeal is a complaint about a coverage decision, including a denial of payment for a service you received, or a denial in providing a service you feel you are entitled to as a CCHP Member. Coverage decisions that may be appealed include a denial of payment for any health care services you received, or a denial of a service you believe should have been arranged for, furnished, or paid for by the CCHP.

You can file a grievance for any issue. Grievance means a written or oral expression of dissatisfaction regarding the plan and or provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration, or appeal made by a Member or the Member's representative.

The following persons may file a grievance:

- You may file for yourself
- You may appoint someone as your authorized representative by completing our authorization form. Authorization forms are available from your local Member Services Center at a Plan Facility or by calling our Member Service Call Center. Your completed authorization form must accompany the grievance
- You may file for your Dependent children, except that they must appoint you as their authorized representative if they have the legal right to control release of information that is relevant to the grievance
- You may file for your ward if you are a court appointed guardian
- You may file for your conservatee if you are a court appointed conservator
- You may file for your principal if you are an agent under a health care proxy, to the extent provided under state law
- Your physician may request an expedited grievance as described under "Expedited grievance" in this "Dispute Resolution" section

Your grievance must explain your issue, such as the reasons why you believe a decision was in error or why you are dissatisfied about services you received. You must submit your grievance orally or in writing within 180 days of the date of the incident that caused your dissatisfaction as follows:

|            |   |
|------------|---|
| By         | 1-888-775-7888  |
| Telephone: | (TTY) 1-877-681-8898  |
| By Fax:    | 1-415-397-2129  |
| In Person: | Member Services Center<br>827 Pacific Avenue<br>San Francisco, CA 94133 |

|          |   |
|----------|---|
| By Mail: | Member Services Center<br>Chinese Community Health Plan<br>445 Grant Avenue, Suite 700<br>San Francisco, CA 94108         |
| Online   | You may obtain the grievance form on our website at<br><a href="http://www.cchphealthplan.com">www.cchphealthplan.com</a> |

We will send you a confirmation letter within five days after we receive your grievance. We will send you our written decision within 30 days after we receive your grievance. If we do not approve your request, we will tell you the reasons and about additional dispute resolution options.

## Expedited Grievance

You or your physician may make an oral or written request that we expedite our decision about your grievance if it involves an imminent and serious threat to your health, such as severe pain or potential loss of life, limb, or major bodily function. We will inform you of our decision within 72 hours (orally or in writing). We will also expedite our decision if the request is for a continuation of an expiring course of treatment.

You or your physician must request an expedited decision in one of the following ways and you must specifically state that you want an expedited decision:

- Call our CCHP Member Services Center at 1-888-775-7888 (TTY users call 1-877-681-8898), which is available Monday through Friday from 8:30 a.m. to 5 p.m. After hours, you may leave a message and a representative will return your call the next business day
- Send your written request to:  
Member Services Center  
Chinese Community Health Plan  
445 Grant Avenue, Suite 700  
San Francisco, CA 94108
- Fax your written request to our Member Services Center at 1-415-397-2129
- Deliver your request in person to:  
Member Services Center  
827 Pacific Avenue  
San Francisco, CA 94133

If we do not approve your request for an expedited decision, we will notify you and we will respond to your grievance within 30 days. If we do not approve your grievance, we will send you a written decision that tells you the reasons and about additional dispute resolution options.

Note: If you have an issue that involves an imminent and serious threat to your health (such as severe pain or potential loss of life, limb, or major bodily function), you can contact the DMHC directly at any time without first filing a grievance with us.

## **Expedited Appeals**

In some cases, you have the right to an expedited appeal when a delay in decision-making might pose an imminent and serious threat to your health, including but not limited to severe pain, potential loss of life, limb, or major bodily function. If you request an expedited appeal, the Health Plan will evaluate your request and medical condition to determine if your appeal qualifies as expedited; expedited appeals are processed within 72 hours. While you are encouraged to contact CCHP with your request for an expedited appeal, please note that you may contact the Department of Managed Health Care directly without first being required to use the CCHP grievance and appeal process; please see the section below entitled “State of California Complaint Process” for information on how to make such a request.

## **Pediatric Dental and Vision Grievance and Appeals**

For Pediatric Dental Grievance and Appeals, please See Delta Dental Evidence of Coverage (EOC) included as an addendum to this EOC. For Pediatric Vision Grievance and Appeals, you can submit your grievance orally or in writing to:

|           |  |
|-----------|--|
| By Phone: | 1-800-877-7195   |
| By Mail:  | Vision Service Plan<br>Attn: Appeals Department<br>P.O. Box 2350<br>Rancho Cordova, CA 95741 |

## **Arbitration**

Arbitration is the final process for resolution of any disputes which may arise between a Member and the Plan. When you enroll in this Plan, you agree that such disputes will be decided by neutral arbitration and you also agree to give up your right to a jury or court trial for the settlement of such disputes. The Member Services Center can send you a copy of the arbitration provisions. In the arbitration provision, there is a fee required to file an arbitration claim. However, if paying your portion of the required fees and expenses would cause you extreme hardship you may petition for release from paying those fees and expenses by requesting an application to proceed In Forma Pauperis from the Plan.

## **Binding Arbitration**

All disputes, including without limitation disputes relating to the delivery of services under the Plan or issues related to the Plan, disputes arising from or relating to an alleged violation of any duty incident to, arising out of or relating to this Combined Evidence of Coverage and Disclosure Form or a Member's relationship to CCHP, and claims of medical or hospital malpractice, must be resolved by binding arbitration if the amount in dispute exceeds the jurisdictional limit of small claims court.

California Health & Safety Code section 1363.1 requires specific disclosures including the following notice: “It is understood that any dispute as to medical malpractice, that is, whether any medical services rendered under this contract were unnecessary or unauthorized or were improperly, negligently or incompetently rendered, will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. Both parties to this contract, by entering into it, acknowledge that they are giving up their constitutional right to have

any and all disputes, including medical malpractice claims, decided in a court of law before a jury, and instead are accepting the use of arbitration.”

Member and CCHP agree to be bound by this binding arbitration provision and acknowledge that the right to a jury trial is waived for disputes relating to the delivery of services under the Plan or any other issue related to the Plan and medical malpractice claims.

Arbitration shall be administered by Judicial Arbitration and Mediation Services (“JAMS”) in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, shall also apply. To the extent that the Federal Arbitration Act is inapplicable, or is held not to require arbitration of a particular claim, California state law governing agreements to arbitrate shall apply. The arbitrator’s findings shall be final and binding except to the extent that State or Federal law provides for the judicial review of arbitration proceedings. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the award is based.

Claimant shall initiate arbitration by serving a written demand for arbitration to the respondent in accordance with JAMS procedures for submittal of arbitration. The demand for arbitration shall include: the basis of the claim against the respondent; the amount of damages the claimant seek in the arbitration; the names, addresses, and telephone numbers of the claimant and their attorney, if any; and the names of all respondents. Claimant shall include all claims against respondent that are based on the same incident, transaction, or related circumstances in the demand for arbitration.

Please send all demands for arbitrations to:

Attn: Administration  
Chinese Community Health Plan  
445 Grant Avenue, Suite 700  
San Francisco, CA 94108

All other respondents, including individuals, must be served as required by California Code of Civil Procedure.

If the total amount of damages claimed is two hundred thousand (\$200,000) dollars or less, a single neutral arbitrator shall be selected, unless the parties agree in writing, after a case or dispute has arisen and the request for arbitration has been submitted, to use a tripartite arbitration panel. The arbitrator shall not have authority to award monetary damages that are greater than \$200,000. If the total amount of damages claimed is more than two hundred thousand (\$200,000) dollars, the dispute shall be heard and determined by one neutral arbitrator and two party arbitrators, one appointed by claimant(s) and one appointed by respondent(s). If all parties agree, arbitration may be heard by a single neutral arbitrator.

The costs of the arbitration will be allocated per JAMS Policy on Consumer Arbitrations, except in cases of extreme financial hardship, upon application and approval by JAMS, CCHP will assume all or a portion of the costs of the arbitration. The costs associated with arbitration,

including without limitation attorneys' fees, witness fees and other expenses incurred in prosecuting or defending against a claim shall be borne by the losing party or in such proportions as the arbitrator shall decide.

## General Provisions

A claim shall be waived and forever barred if: (1) on the date the demand for arbitration is served, the claim, if asserted in a civil action, would be barred as to the respondent served by the applicable statute of limitations; (2) claimant fails to pursue with reasonable diligence, the arbitration claim in accord with JAMS rules and procedures; or (3) the arbitration hearing is not commenced within five (5) years after the earlier of (a) the date the demand for arbitration was served, or (b) the date of filing of a civil action based upon the same incident, transaction, or related circumstances involved in the claim. A claim may be dismissed on other grounds by the arbitrator based on a showing of a good cause. If a party fails to attend the arbitration hearing after being given due notice thereof, the arbitrator may proceed to determine the controversy in the party's absence.

The California Medical Injury Compensation Reform Act of 1975, including sections establishing the right to introduce evidence of any insurance or disability benefit payment to the patient, the limitation on recovery for noneconomic losses, and the right to have an award for future damages conformed to periodic payments, shall apply to any claims for professional negligence or any other claims as permitted or required by law.

## State of California Complaint Process

Health plans in California are regulated by a department of the state government. The paragraph below is information from this department about assistance you may be able to receive from that department.

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against your health plan, you should first telephone your health plan at 1-888-775-7888 and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The department's web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.



## Independent Medical Review

If you qualify, you or your authorized representative may have your issue reviewed through the Independent Medical Review (IMR) process managed by the California Department of Managed Health Care (DMHC). The DMHC determines which cases qualify for IMR. This review is at no cost to you. If you decide not to request an IMR, you may give up the right to pursue some legal actions against us. The IMR process is also available for members enrolled in CCHP's optional benefits, such as pediatric vision and dental.

You may qualify for IMR if all of the following are true:

- You have a recommendation from a provider requesting Medically Necessary Services
- You have received Emergency Care or Urgent Care from a provider who determined the Services to be Medically Necessary
- You have been seen by a Plan Provider for the diagnosis or treatment of your medical condition
- Your request for payment or Services has been denied, modified, or delayed based in whole or in part on a decision that the Services are not Medically Necessary
- You have filed a grievance and we have denied it or we haven't made a decision about your grievance within 30 days (or three days for expedited grievances). The DMHC may waive the requirement that you first file a grievance with us in extraordinary and compelling cases, such as severe pain or potential loss of life, limb, or major bodily function

You may also qualify for IMR if the Service you requested has been denied on the basis that it is experimental or investigational as described under "Experimental or investigational denials."

If the DMHC determines that your case is eligible for IMR, it will ask us to send your case to the DMHC's Independent Medical Review organization. The DMHC will promptly notify you of its decision after it receives the Independent Medical Review organization's determination. If the decision is in your favor, we will contact you to arrange for the Service or payment.

## Independent Review for Non-Formulary Drugs

If you received a denial to a non-formulary drug request, or a step therapy exception request, you, your representative, or your prescribing provider may request to have our denial reviewed by an Independent Review Organization.

Please note that the external exception review process by an Independent Review Organization is in addition to the right of the member to file a grievance or request an independent medical review. Please refer to the "Grievance and Appeals Process" section for more information.

## Experimental or Investigational Denials

If we deny a Service because it is experimental or investigational, we will send you our written explanation within five days of making our decision. We will explain why we denied the Service and provide additional dispute resolution options. Also, we will provide information about your

right to request Independent Medical Review if we had the following information when we made our decision:

- Your treating physician provided us a written statement that you have a life-threatening or seriously debilitating condition and that standard therapies have not been effective in improving your condition, or that standard therapies would not be appropriate, or that there is no more beneficial standard therapy we cover than the therapy being requested. "Life threatening" means diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted or diseases or conditions with potentially fatal outcomes where the end point of clinical intervention is survival. "Seriously debilitating" means diseases or conditions that cause major irreversible morbidity
- If your treating physician is a Plan Physician, he or she recommended a treatment, drug, device, procedure, or other therapy and certified that the requested therapy is likely to be more beneficial to you than any available standard therapies and included a statement of the evidence relied upon by the Plan Physician in certifying his or her recommendation
- You (or your Non-Plan Physician who is a licensed, and either a board-certified or board-eligible, physician qualified in the area of practice appropriate to treat your condition) requested a therapy that, based on two documents from the medical and scientific evidence, as defined in California Health and Safety Code Section 1370.4(d), is likely to be more beneficial for you than any available standard therapy. The physician's certification included a statement of the evidence relied upon by the physician in certifying his or her recommendation. We do not cover the Services of the Non-Plan Provider

Note: You can request IMR for experimental or investigational denials at any time without first filing a grievance with us.

## Public Policy Participation

Chinese Community Health Plan provides a Member with the opportunity to participate in establishing the public policy of the Plan. If you would like to provide input about CCHP's public policy for consideration by the Board of Directors, please send written comments to Member Services Center.

## Payment and Reimbursement

If you receive Emergency Care, Post-Stabilization Care, or Out-of-Area Urgent Care from a Non-Plan Provider, you must pay the provider and file a claim for reimbursement unless the provider agrees to bill us. Also, you may be required to pay and file a claim for any Services prescribed by a Non-Plan Provider in conjunction with covered Emergency Care, Post-Stabilization Care, and Out-of-Area Urgent Care even if you receive the Services from a Plan Provider, such as a Plan Pharmacy. To request payment or reimbursement, you must file a claim as described under "The Requests for Payment Section" in the "Requests for Payment or Services" section.

## Request for Payment

Any Member who is admitted to a hospital for emergency services must notify the Plan at 888-775-7888, or the Primary Care Physician by telephone within 24 hours of admission, as soon as reasonably possible. The Member must also file a claim for reimbursement, on forms provided by the Plan, for any emergency services for which payment is being requested.

**How to file a claim:** To file a claim, this is what you need to do:

- As soon as possible, request our claim form by calling our Member Service Department toll free at 1-888-775-7888 (TTY users call 1-877-681-8898). One of our representatives will be happy to assist you if you need help completing our claim form.
- If you have paid for Services, you must send us our completed claim form for reimbursement. Please attach any bills and receipts from the Non-Plan Provider.
- To request that a Non-Plan Provider be paid for Services, you must send us our completed claim form and include any bills from the Non-Plan Provider.
- If the Non-Plan Provider states that they will submit the claim, you are still responsible for making sure that we receive everything we need to process the request for payment. If you later receive any bills from the Non-Plan Provider for covered Services other than your Cost Sharing amount, please call our Member Services Center toll free at 1-888-775-7888 for assistance.
- You must complete and return to us any information that we request to process your claim, such as claim forms, consents for the release of medical records, assignments, and claims for any other benefits to which you may be entitled.
- The completed claim form must be mailed to the following address as soon as possible after receiving the care. Any additional information we request should also be mailed to this address:

Attn: Claims Department  
Chinese Community Health Plan  
445 Grant Avenue, Suite 700  
San Francisco, CA 94108

## Nurse Advice Line

CCHP provides or arranges for a licensed health care professional to be available to assist you by phone 24 hours a day, seven days a week. Some of the ways they can help you with are:

- They can answer questions about a health concern, and instruct you on self-care at home if appropriate.
- They can advise you about whether you should get medical care, and how and where to get care (for example, if you are not sure whether your condition is an Emergency Medical Condition, they can help you decide whether you need Emergency Care or Urgent Care, and how and where to get that care).
- They can tell you what to do if you need care and a Plan Medical Office is closed.

You can reach a licensed health care professional by calling this toll-free number **1-888-243-8310**. When you call, a trained support person may ask you questions to help determine how to direct your call.

## Telephone Numbers

If your family has more than one physician, list each family member's name beside the name of his or her physician.

| Family Member | Primary Care Physician | Phone Number |
|---------------|------------------------|--------------|
|---------------|------------------------|--------------|

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After Hours Emergency Numbers 

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Hospital 

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Pharmacy 

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Ambulance 

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CCHP  
Member Services Center  
1-415-834-2118

## Privacy Practices

CCHP will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. PHI is health information that includes your name, Social Security number, or other information that reveals who you are. You may generally see and receive copies of your PHI, correct or update your PHI, and ask us for an accounting of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, and health care operations purposes, including health research and measuring the quality of care and services. We are sometimes required by law to give PHI to government agencies or in judicial actions. In addition, Member-identifiable medical information is shared with employers only with your authorization or as otherwise permitted by law. We will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our Notice of Privacy Practices (see below). Giving us authorization is at your discretion.

This is only a brief summary of some of our key privacy practices. Our Notice of Privacy Practices describing our policies and procedures for preserving the confidentiality of medical records and other PHI is available and will be furnished to you upon request. To request a copy, please call our Member Service Department.

## Pediatric Dental Evidence of Coverage

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### INTRODUCTION

This document is an Addendum to your Chinese Community Health Plan (“Health Plan”) Evidence of Coverage (“EOC”, “CCHP EOC” or “Addendum”) to add coverage for Pediatric Dental Essential Health Benefits as described in this Dental Evidence of Coverage (“Dental EOC”).

Chinese Community Health Plan contracts with Delta Dental of California (“Delta Dental”) to make the DeltaCare® USA network of Contract Dentists available to you. You can obtain covered Benefits from any Contract Dentist without a referral from a Plan Physician. Your Cost Share amount is due when you receive covered Benefits. These pediatric dental Benefits are for children from birth to age 19 who meet the eligibility requirements specified in your CCHP EOC.

**IMPORTANT: If you opt to receive dental services that are not covered services under this plan, a Contract Dentist may charge you their usual and customary rate for those services. Prior to providing a patient with dental services that are not a covered Benefit, the Dentist should provide to the patient a treatment plan that includes each anticipated service to be provided and the estimated cost of each service. To fully understand your coverage, you may wish to carefully review this Dental EOC.**

Additional information about your pediatric dental Benefits is available by calling Delta Dental’s Customer Service Center at 800-471-9925, 5:00 a.m. to 6:00 pm. Pacific Time, Monday through Friday.

Eligibility under this Dental EOC is determined by the Health Plan. The Dental EOC provides pediatric dental Benefits as defined in the following section:

- ***Pediatric Dental***

### Using This Dental EOC

This Dental EOC discloses the terms and conditions of your pediatric dental coverage and is designed to help you make the most of your dental plan. It will help you understand how this plan works and how to obtain dental care. Please read this Dental EOC completely and carefully. Persons with Special Health Care Needs should read the section entitled “Special Health Care Needs.” A Matrix describing this plan’s major Benefits and coverage can be found on the last page of this Dental EOC (“Schedule C”).

### DEFINITIONS

In addition to the terms defined in the "Definitions" section of your CCHP Evidence of Coverage, the following terms, when capitalized and used in any part of this Dental EOC have the following meanings:

**Administrator:** Delta Dental Insurance Company or other entity designated by Delta Dental, operating as an Administrator in the state of California. Certain functions described throughout this Amendment may be performed by the Administrator, as designated by Delta Dental. The mailing address for the Administrator is P.O. Box 1803, Alpharetta, GA 30023. The Administrator will answer calls directed to 800-471-9925.

**Authorization:** the process by which Delta Dental determines if a procedure or treatment is a referable Benefit under this dental EOC.

**Benefits:** covered dental services provided under the terms of this Amendment.

**Calendar Year:** the 12 months of the year from January 1 through December 31.

**Contract Dentist:** a DeltaCare USA Dentist who provides services in general dentistry and who has agreed to provide Benefits to Enrollees under this dental plan.

**Contract Orthodontist:** a DeltaCare USA Dentist who specializes in orthodontics and who has agreed to provide Benefits to Enrollees under this dental plan which covers medically necessary orthodontics.

**Contract Specialist:** a DeltaCare USA Dentist who provides Specialist Services and who has agreed to provide Benefits to Enrollees under this dental plan.

**Copayment/Cost Share:** the amount listed in the Schedules and charged to an Enrollee by a Contract Dentist, Contract Specialist or Contract Orthodontist for the Benefits provided under this dental plan. Copayments/Cost Share amounts must be paid at the time treatment is received.

**Delta Dental Service Area:** all geographic areas in the state of California in which Delta Dental is licensed as a specialized health care service plan.

**Dentist:** a duly licensed Dentist legally entitled to practice dentistry at the time and in the state or jurisdiction in which services are performed.

**Department of Managed Health Care:** a department of the California Health and Human Services Agency who has charge of regulating specialized health care service plans. Also referred to as the "Department" or "DMHC."

**Emergency Dental Condition:** dental symptoms and/or pain that are so severe that a reasonable person would believe that, without immediate attention by a Dentist, it could reasonably be expected to result in any of the following:

- placing the patient's health in serious jeopardy
- serious impairment to bodily functions
- serious dysfunction of any bodily organ or part
- death

**Emergency Dental Service:** a dental screening, examination and evaluation by a Dentist, or, to the extent permitted by applicable law, by other appropriate licensed persons under the supervision of a Dentist, to determine if an Emergency Dental Condition exists and, if it does, the care, treatment, and surgery, if within the scope of that person's license, necessary to relieve or eliminate the Emergency Dental Condition, within the capability of the facility.

**Optional:** any alternative procedure presented by the Contract Dentist that satisfies the same dental need as a covered procedure but is chosen by the Enrollee and is subject to the limitations and exclusions described in the Schedules attached to this dental plan.

**Out-of-Network:** treatment by a Dentist who has not signed an agreement with Delta Dental to provide Benefits to Enrollees under the terms of this dental plan.

**Pediatric Enrollee:** an Eligible Pediatric Individual enrolled under this Policy to receive Benefits.

**Procedure Code:** the Current Dental Terminology® ("CDT") number assigned to a Single Procedure by the American Dental Association.

**Single Procedure:** a dental procedure that is assigned a separate Procedure Code.

**Special Health Care Need:** a physical or mental impairment, limitation or condition that substantially interferes with an Enrollee's ability to obtain Benefits. Examples of such a Special Health Care Need are: 1) the Enrollee's inability to obtain access to the assigned Contract Dentist's facility because of a physical disability; and 2) the Enrollee's inability to comply with their Contract Dentist's instructions during examination or treatment because of physical disability or mental incapacity.

**Specialist Services:** services performed by a Contract Dentist who specializes in the practice of oral surgery, endodontics, periodontics, orthodontics (if medically necessary) or pediatric dentistry. Specialist Services must be authorized by Delta Dental.

**Treatment in Progress:** any Single Procedure, as defined by the CDT Code that has been started while the Enrollee was eligible to receive Benefits, and for which multiple appointments are necessary to complete the procedure whether or not the Enrollee continues to be eligible for Benefits under this dental plan. Examples include: teeth that have been prepared for crowns, root canals where a working length has been established, full or partial dentures for which an impression has been taken and orthodontics when bands have been placed and tooth movement has begun.

**Urgent Dental Services:** medically necessary services for a condition that requires prompt dental attention but is not an Emergency Dental Condition.

### OVERVIEW OF DENTAL BENEFITS

This section provides information that will give you a better understanding of how this dental plan works and how to make it work best for you.

#### What is the DeltaCare USA Plan?

The DeltaCare USA plan provides Pediatric Benefits through a convenient network of Contract Dentists in the state of California. These Dentists are screened to ensure that our standards of quality, access and safety are maintained. The network is composed of established dental professionals. When you visit your assigned Contract Dentist, you pay only the applicable Copayment for Benefits. There are no deductibles, lifetime maximums or claim forms.

#### Benefits, Limitations and Exclusions

This plan provides the Benefits described in the Schedules that are a part of this Dental EOC. Benefits are only available in the state of California. The services are performed as deemed appropriate by your assigned Contract Dentist.

#### Cost Share and Other Charges

You are required to pay any Cost Share listed in the Schedules attached to this Dental EOC. Cost Share amounts are paid directly to the Dentist who provides treatment. Charges for broken appointments and visits after normal visiting hours are listed in the Schedules attached to this Dental EOC.

In the event that we fail to pay a Contract Dentist, you will not be liable to that Dentist for any sums owed by us. By statute, the DeltaCare USA dentist contract contains a provision prohibiting a Contract Dentist from charging an Enrollee for any sums owed by Delta Dental. Except for the provision in the "Emergency Dental Services" section if you have not received Authorization for treatment from an Out-of-Network Dentist and we fail to pay that Out-of-Network Dentist, you may be liable to that Dentist for the cost of services. For further clarification, see the "Emergency Dental Services" and "Specialist Services" Sections in this Dental EOC.

#### Renewal and Termination of Coverage

Please refer to your CCHP EOC for further information regarding renewal and termination of this dental plan.

### HOW TO USE THE DELTACARE USA PLAN/CHOICE OF CONTRACT DENTIST

PLEASE READ THE FOLLOWING INFORMATION SO THAT YOU WILL KNOW HOW TO OBTAIN DENTAL SERVICES. YOU MUST OBTAIN DENTAL BENEFITS FROM, OR BE REFERRED FOR SPECIALIST SERVICES BY YOUR ASSIGNED CONTRACT DENTIST.

Delta Dental will provide Contract Dentists to Enrollees at convenient locations during the term of this Dental EOC. Upon enrollment, Delta Dental will assign the Enrollees under this Dental EOC to one Contract Dentist facility. The Enrollee may request changes to the assigned Contract Dentist facility by contacting Delta Dental's Customer Service Center at 800-471-9925. A list of Contract Dentists is available to all Enrollees at [deltadentalins.com](http://deltadentalins.com). The change must be requested prior to the 15<sup>th</sup> of the month to become effective on the first day of the following month.

You will be provided with written notice of assignment to another Contract Dentist facility near the Enrollee's home if: 1) a requested facility is closed to further enrollment; 2) a chosen Contract Dentist facility withdraws from this plan; or 3) an assigned facility requests, for good cause, that the Enrollee be re-assigned to another Contract Dentist facility.

All Treatment in Progress must be completed before you change to another Contract Dentist facility. For example, this would include: 1) partial or full dentures for which final impressions have been taken; 2) completion of root canals in progress; and 3) delivery of crowns when teeth have been prepared.

All services which are Benefits shall be rendered at the Contract Dentist facility assigned to the Enrollee. Delta Dental shall have no obligation or liability with respect to services rendered by Out-of-Network Dentists with the exception of Emergency Dental Services or Specialist Services referred by a Contract Dentist and authorized by Delta Dental. All authorized Specialist Services claims will be paid by Delta Dental, less any applicable Cost Share amounts. A Contract Dentist may provide services either personally, or through associated Dentists, or the other technicians or hygienists who may lawfully perform the services.

If your assigned Contract Dentist facility terminates participation in the DeltaCare USA network, that Contract Dentist facility will complete all Treatment in Progress as described above. If, for any reason, your Contract Dentist is unable to complete treatment, Delta Dental shall make reasonable and appropriate provisions for the completion of such treatment by another Contract Dentist.

Delta Dental shall give written notice to the Enrollee within a reasonable time of any termination or breach of contract, or inability to perform by any Contract Dentist if the Enrollee will be materially or adversely affected.

### **Emergency Dental Services**

Emergency Dental Services are palliative relief, controlling of dental pain, and/or stabilizing the patient's condition. The Enrollee's assigned Contract Dentist's facility maintains a 24 hour emergency dental services system, 7 days a week. If the Enrollee is experiencing an Emergency Dental Condition, they can 911 (where available) or obtain Emergency Dental Services from any Dentist without a referral.

After Emergency Dental Services are provided, further non-emergency treatment is usually needed. Non-emergency treatment must be obtained at the Enrollee's assigned Contract Dentist facility.

The Enrollee is responsible for any Cost Share amount(s) for Emergency Dental Services received. Non-covered procedures will be the Enrollee's financial responsibility and will not be paid by this plan.

Benefits for Emergency Dental Services not provided by the Enrollee's assigned Contract Dentist are limited to a maximum of \$100.00 per emergency, per Enrollee, less the applicable Cost Share. If the maximum is exceeded or if the conditions in the "Timely Access to Care" section are not met, the Enrollee is responsible for any charges for services received by a Dentist other than from their assigned Contract Dentist.

### **Urgent Dental Services**

#### **Inside the Delta Dental Service Area**

An Urgent Dental Service requires prompt dental attention but is not an Emergency Dental Condition. If an Enrollee thinks that they may need Urgent Dental Services, the Enrollee can call their Contract Dentist.

#### **Outside the Delta Dental Service Area**

If an Enrollee needs Urgent Dental Services due to an unforeseen dental condition or injury, we cover medically necessary dental services when prompt attention is required from an Out-of-Network Dentist if all of the following are true:

- The Enrollee receives the Urgent Dental Services from an Out-of-Network Dentist while temporarily outside the Delta Dental Service Area.
- A reasonable person would have believed that the Enrollee's health would seriously deteriorate if they delayed treatment until they returned to the Delta Dental Service Area.

Enrollees do not need prior Authorization from Delta Dental to receive Urgent Dental Services outside the Delta Dental Service Area. Any Urgent Dental Services an Enrollee receives from Out-of-Network Dentists outside the Delta Dental Service Area are covered if the Benefits would have been covered if the Enrollee had received them from Contract Dentists.

We do not cover follow-up care from Out-of-Network Dentists after the Enrollee no longer needs Urgent Dental Services. To obtain follow-up care from a Dentist, the Enrollee can call their assigned Contract Dentist. The Enrollee is responsible for any Cost Share amount(s) for Urgent Dental Services received.

### Timely Access to Care

Contract Dentists, Contract Orthodontists and Contract Specialists have agreed waiting times to Enrollees for appointments for care which will never be greater than the following timeframes:

- for emergency care, 24 hours a day, 7 day days a week;
- for any urgent care, 72 hours for appointments consistent with the Enrollee's individual needs;
- for any non-urgent care, 36 business days; and
- for any preventative services, 40 business days.

During non-business hours, the Enrollee will have access to their Contract Dentist's answering machine, answering service, cell phone or pager for guidance on what to do and whom to contact if they are experiencing an Emergency Dental Condition.

If the Enrollee calls our Customer Service Center, a representative will answer their call within 10 minutes during normal business hours.

Should the Enrollee need interpretation services when scheduling an appointment with any of our Contract Dentists, Contract Orthodontists or Contract Specialists' facilities, they may call our Customer Service Center at 800-471-9925 for assistance.

### Specialist Services

Specialist Services for oral surgery, endodontics, periodontics, orthodontics (if medically necessary) or pediatric dentistry must be: 1) referred by your assigned Contract Dentist; and 2) authorized by Delta Dental. You pay the specified Cost Share amount(s). (Refer to the Schedules attached to this Dental EOC.)

If the services of a Contract Orthodontist are needed, please also refer to Orthodontics in the Schedules attached to this Dental EOC to determine Benefits.

If you require Specialist Services and a Contract Specialist or Contract Orthodontist is not within 35 miles of your home address to provide these services, your assigned Contract Dentist must receive Authorization from Delta Dental to refer you to an Out-of-Network specialist to provide these Specialist Services. Specialist Services performed by an Out-of-Network specialist that are not authorized by Delta Dental will not be covered.

If an Enrollee is assigned to a dental school clinic for Specialist Services, those services may be provided by a Dentist, a dental student, a clinician or a dental instructor.

### Claims for Reimbursement

Claims for covered Emergency Dental Services or authorized Specialist Services should be sent to us within 90 days of the end of treatment. Valid claims received after the 90-day period will be reviewed if you can show that it was not reasonably possible to submit the claim within that time. All claims must be received within one (1) year of the treatment date. The address for claims submission is: Claims Department, P.O. Box 1810, Alpharetta, GA 30023.

### Dentist Compensation

A Contract Dentist is compensated by Delta Dental through monthly capitation (an amount based on the number of Enrollees assigned to the Contract Dentist) and by Enrollees through required Cost Share amounts for treatment received. A Contract Specialist is compensated by Delta Dental through an agreed-upon amount for each covered procedure, less the applicable Cost Share paid by the Enrollee. In no event does Delta Dental pay a Contract Dentist or a Contract Specialist any incentive as an inducement to deny, reduce, limit or delay any appropriate treatment.

### Processing Policies

The dental care guidelines for this DeltaCare USA plan explain to Contract Dentists what services are covered under this Policy. Contract Dentists will use their professional judgment to determine which services are appropriate for the Enrollee. Services performed by the Contract Dentist that fall under the scope of Benefits of this Policy are provided subject to any Copayments. If a Contract Dentist believes that an Enrollee should seek treatment from a specialist, the Contract Dentist contacts Delta Dental for a determination of whether the proposed treatment is a covered Benefit. Delta Dental will also determine whether the proposed treatment requires treatment by a specialist. An Enrollee may contact Delta Dental's Customer Service Center at 800-471-9925 for information regarding the dental care guidelines for this plan.

### Second Opinion

You may request a second opinion if you disagree with or question the diagnosis and/or treatment plan determination made by your Contract Dentist. You may also be requested to obtain a second opinion to verify the necessity and appropriateness of dental treatment or the application of Benefits.

Second opinions will be rendered by a licensed Dentist in a timely manner, appropriate to the nature of the Enrollee's condition. Requests involving cases of an Emergency Dental Condition will be expedited (Authorization approved or denied within 72 hours of receipt of the request, whenever possible). For assistance or additional information regarding the procedures and timeframes for second opinion Authorizations, contact Delta Dental's Customer Service Center at 800-471-9925 or write to Delta Dental.

Second opinions will be provided at another Contract Dentist's facility, unless otherwise authorized by Delta Dental. A second opinion by an Out-of-Network Dentist will be authorized if an appropriately qualified Contract Dentist is not available. Only second opinions which have been approved or authorized will be paid. You will be sent a written notification if your request for a second opinion is not authorized. If you disagree with this determination, you may file a grievance. Refer to the "Enrollee Complaint Procedure" section for more information.

### Special Health Care Needs

If you believe you have a Special Health Care Need, you should contact Delta Dental's Customer Service at 800-471-9925. Delta Dental will confirm whether such a Special Health Care Need exists and what arrangements can be made to assist you in obtaining Benefits. Delta Dental will not be responsible for the failure of any Contract Dentist to comply with any law or regulation concerning structural office requirements that apply to a Contract Dentist treating Enrollees with Special Health Care Needs.

### Facility Accessibility

Many facilities provide Delta Dental with information about special features of their offices, including accessibility information for patients with mobility impairments. To obtain information regarding facility accessibility, contact Delta Dental's Customer Service Center at 800-471-9925.

### Enrollee Complaint Procedure

If you have any complaint regarding, eligibility, the denial of dental services or claims, the policies, procedures or operations of Delta Dental or the quality of dental services performed by a Contract Dentist, you may call the Customer Service Center at 800-471-9925, or the complaint may be addressed in writing to:

Delta Dental of California  
Quality Management Department  
P.O. Box 6050  
Artesia, CA 90702

Written communication must include: 1) the name of the patient; 2) the name, address, telephone number and ID number of the Pediatric Enrollee; and 3) the Dentist's name and facility location.

"Grievance" means a written or oral expression of dissatisfaction regarding this plan and/or Dentist including quality of care concerns and shall include a complaint, dispute, request for reconsideration or appeal made by Pediatric Enrollee or the Enrollee's representative. Where this plan is unable to distinguish between a grievance and an inquiry, it shall be considered a grievance.

"Complaint" is the same as "grievance."

"Complainant" is the same as "grievant" and means the person who filed the grievance including the Enrollee, a representative designated by the Enrollee, or other individual with authority to act on behalf of the Enrollee.

Within five (5) calendar days of the receipt of any complaint, the quality management coordinator will forward to you a written acknowledgment of receipt of the complaint which will include the date of receipt and contact information. Certain complaints may require that you be referred to a Dentist for clinical evaluation of the dental services provided. Delta Dental will forward to you a determination, in writing, within 30 days of receipt of a complaint. If the complaint involves an Emergency Dental Condition, Delta Dental will provide the Enrollee written notification regarding the disposition or pending status of the grievance within three (3) days.

The Department is responsible for regulating health care service plans. If you have a grievance against CCHP Embedded Individual Pediatric

Delta Dental, your health/dental plan, you should first telephone us at **800-471-9925** and use our grievance process above before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by us, or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance.

### **Independent Medical Review (“IMR”)**

You may also be eligible for an IMR. If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for your Emergency Dental Condition or urgent medical services. The Department also has a toll-free telephone number **(1-888-HMO-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The Department's Internet website (<http://www.hmohelp.ca.gov>) has complaint forms, IMR application forms and instructions online.

### **Complaints Involving an Adverse Benefit Determination**

For complaints involving an adverse benefit determination (e.g. a denial, modification or termination of a requested benefit or claim), an Enrollee must file a request for review (a complaint) with Delta Dental within 180 calendar days after receipt of the adverse determination. Our review will take into account all information, regardless of whether such information was submitted or considered initially. The review shall be conducted by a person who is neither the individual who made the original benefit determination, nor the subordinate of such individual. Upon request and free of charge, we will provide the Enrollee with copies of any pertinent documents that are relevant to the benefit determination, a copy of any internal rule, guideline, protocol, and/or explanation of the scientific or clinical judgment if relied upon in making the benefit determination.

If the review of a denial is based, in whole or in part, on a lack of medical necessity, experimental treatment, or a clinical judgment in applying the terms of this Plan, Delta Dental will consult with a Dentist who has appropriate training and experience. If any consulting Dentist is involved in the review, the identity of such consulting Dentist will be available upon request.

Within five business days of the receipt of any complaint, a quality management coordinator will forward to you a written acknowledgment of receipt of the complaint which will include the date of receipt and contact information. Certain complaints may require that you be referred to a Dentist for clinical evaluation of the dental services provided. We will forward to you a determination, in writing, within 30 days of receipt of your complaint.

## **GENERAL PROVISIONS**

### **Third Party Administrator (“TPA”)**

Delta Dental may use the services of a TPA, duly registered under applicable state law, to provide services under this Dental Evidence of Coverage. Any TPA providing such services or receiving such information shall enter into a separate business associate agreement with Delta Dental providing that the TPA shall meet HIPAA and HITECH requirements for the preservation of protected health information of Enrollees.

### **Non-Discrimination**

Delta Dental complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Delta Dental does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Delta Dental:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Delta Dental's Customer Service Center at 800-471-0287.

## Dental Evidence of Coverage

If you believe that Delta Dental has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance electronically online, over the phone with a Customer Service representative, or by mail.

Delta Dental  
P.O. Box 997330  
Sacramento, CA 95899-7330  
Telephone Number: 800-471-0287  
Website Address: [deltadentalins.com](http://deltadentalins.com)

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



## SCHEDULE A

## Description of Benefits and Cost Shares for Pediatric Benefits (Under Age 19)

The Benefits shown below are performed as needed and deemed appropriate by the attending Contract Dentist subject to the limitations and exclusions of the DeltaCare USA Plan ("Plan"). Please refer to Schedule B for further clarification of Benefits. Enrollees should discuss all treatment options with their Contract Dentist prior to services being rendered.

Text that appears in italics below is specifically intended to clarify the delivery of Benefits under this Plan and is not to be interpreted as Current Dental Terminology ("CDT"), CDT-2018 Procedure Codes, descriptors or nomenclature which is under copyright by the American Dental Association® ("ADA"). The ADA may periodically change CDT codes or definitions. Such updated codes, descriptors and nomenclature may be used to describe these covered procedures in compliance with federal legislation.

| Code                      | Description  | Pediatric Enrollee Pays | Clarification/ Limitations   |
|---------------------------|--|-------------------------|--|
| D0100–D0999 I. DIAGNOSTIC |  |                         |  |
| D0999                     | Unspecified diagnostic procedure, by report  | No charge               | <i>Includes office visit, per visit (in addition to other services); In addition, shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment.</i> |
| D0120                     | Periodic oral evaluation - established patient   | No charge               | <i>1 per 6 months per Contract Dentist</i>   |
| D0140                     | Limited oral evaluation - problem focused  | No charge               | <i>1 per Enrollee per Contract Dentist</i>   |
| D0145                     | Oral evaluation for a patient under three years of age and counseling with primary caregiver | No charge               | <i>1 per 6 months per Contract Dentist, included with D0120, D0150</i>   |
| D0150                     | Comprehensive oral evaluation - new or established patient                                   | No charge               | <i>Initial evaluation, 1 per Contract Dentist</i>  |
| D0160                     | Detailed and extensive oral evaluation - problem focused, by report                          | No charge               | <i>1 per Enrollee per Contract Dentist</i>   |
| D0170                     | Re-evaluation - limited, problem focused (established patient; not post-operative visit)     | No charge               | <i>6 per 3 months, not to exceed 12 per 12 month period</i>  |
| D0171                     | Re-evaluation - post-operative office visit  | No charge               |  |
| D0180                     | Comprehensive periodontal evaluation - new or established patient                            | No charge               | <i>Included with D0150</i>   |
| D0210                     | Intraoral - complete series of radiographic images   | No charge               | <i>1 series every 36 months per Contract Dentist</i>   |
| D0220                     | Intraoral - periapical first radiographic image  | No charge               | <i>20 images (D0220, D0230) per 12 month period per Contract Dentist</i>   |
| D0230                     | Intraoral - periapical each additional radiographic image                                    | No charge               | <i>20 images (D0220, D0230) per 12 month period per Contract Dentist</i>   |
| D0240                     | Intraoral - occlusal radiographic image  | No charge               | <i>2 per 6 months per Contract Dentist</i>   |

## Dental Evidence of Coverage

| Code                              | Description   | Pediatric Enrollee Pays | Clarification/ Limitations   |
|-----------------------------------|---|-------------------------|--|
| D0250                             | Extra-oral - 2D projection radiographic image created using a stationary radiation source, and detector | No charge               | <i>1 per date of service</i>   |
| D0251                             | Extra-oral posterior dental radiographic image  | No charge               | <i>4 per date of service</i>   |
| D0270                             | Bitewing - single radiographic image  | No charge               | <i>1 (D0270, D0273) per date of service</i>  |
| D0272                             | Bitewings - two radiographic images   | No charge               | <i>1 (D0272 D0273) per 6 months per Contract Dentist</i>   |
| D0273                             | Bitewings - three radiographic images   | No charge               | <i>1 (D0270, D0273) per date of service; 1 (D0272, D0273) per 6 months per Contract Dentist</i>  |
| D0274                             | Bitewings - four radiographic images  | No charge               | <i>1 (D0274, D0277) per 6 months per Contract Dentist</i>  |
| D0277                             | Vertical bitewings - 7 to 8 radiographic images   | No charge               | <i>1 (D0274, D0277) per 6 months per Contract Dentist</i>  |
| D0310                             | Sialography   | No charge               |  |
| D0320                             | Temporomandibular joint arthrogram, including injection   | No charge               | <i>Limited to trauma or pathology; 3 per date of service</i>   |
| D0322                             | Tomographic survey  | No charge               | <i>2 per 12 months per Contract Dentist</i>  |
| D0330                             | Panoramic radiographic image  | No charge               | <i>1 per 36 months per Contract Dentist</i>  |
| D0340                             | 2D cephalometric radiographic image - acquisition, measurement and analysis                             | No charge               | <i>2 per 12 months per Contract Dentist</i>  |
| D0350                             | 2D oral/facial photographic image obtained intra-orally or extra-orally                                 | No charge               | <i>For the diagnosis and treatment of the specific clinical condition not apparent on radiographs; 4 per date of service</i>   |
| D0351                             | 3D photographic image   | No charge               | <i>1 per date of service</i>   |
| D0460                             | Pulp vitality tests   | No charge               |  |
| D0470                             | Diagnostic casts  | No charge               | <i>For the evaluation of orthodontic Benefits only; 1 per Contract Dentist unless special circumstances are documented (such as trauma or pathology which has affected the course of orthodontic treatment).</i> |
| D0502                             | Other oral pathology procedures, by report  | No charge               | <i>Performed by an oral pathologist</i>  |
| D0601                             | Caries risk assessment and documentation, with a finding of low risk                                    | No charge               | <i>1 of (D0601, D0602, D0603) per 36 months per Contract Dentist or dental office</i>  |
| D0602                             | Caries risk assessment and documentation, with a finding of moderate risk                               | No charge               | <i>1 of (D0601, D0602, D0603) per 36 months per Contract Dentist or dental office</i>  |
| D0603                             | Caries risk assessment and documentation, with a finding of high risk                                   | No charge               | <i>1 of (D0601, D0602, D0603) per 36 months per Contract Dentist or dental office</i>  |
| <b>D1000-D1999 II. PREVENTIVE</b> |   |                         |  |
| D1110                             | Prophylaxis - adult   | No charge               | <i>Cleaning; 1 of (D1110, D1120, D4346) per 6 months</i>   |
| D1120                             | Prophylaxis - child   | No charge               | <i>Cleaning; 1 of (D1110, D1120, D4346) per 6 months</i>   |
| D1206                             | Topical application of fluoride varnish   | No charge               | <i>1 of (D1206, D1208) per 6 months</i>  |
| D1208                             | Topical application of fluoride - excluding varnish   | No charge               | <i>1 of (D1206, D1208) per 6 months</i>  |

## Dental Evidence of Coverage

| Code  | Description  | Pediatric Enrollee Pays | Clarification/ Limitations   |
|---|--|-------------------------|--|
| D1310   | Nutritional counseling for control of dental disease                                     | No charge               |  |
| D1320   | Tobacco counseling for the control and prevention of oral disease                        | No charge               |  |
| D1330   | Oral hygiene instructions  | No charge               |  |
| D1351   | Sealant - per tooth  | No charge               | <i>1 per tooth per 36 months per Contract Dentist; limited to permanent first and second molars without restorations or decay and third permanent molars that occupy the second molar position</i> |
| D1352   | Preventive resin restoration in a moderate to high caries risk patient - permanent tooth | No charge               | <i>1 per tooth per 36 months per Contract Dentist; limited to permanent first and second molars without restorations or decay and third permanent molars that occupy the second molar position</i> |
| D1353   | Sealant repair - per tooth   | No charge               | <i>The original Dentist or dental office is responsible for any repair or replacement during the 36-month period.</i>  |
| D1354   | Interim caries arresting medicament application - per tooth                              | No charge               | <i>1 per tooth per 6 months when Enrollee has a caries risk assessment and documentation, with a finding of "high risk"</i>  |
| D1510   | Space maintainer - fixed - unilateral  | No charge               | <i>1 per quadrant; posterior teeth</i>   |
| D1515   | Space maintainer - fixed - bilateral   | No charge               | <i>1 per arch; posterior teeth</i>   |
| D1520   | Space maintainer - removable - unilateral  | No charge               | <i>1 per quadrant; posterior teeth</i>   |
| D1525   | Space maintainer - removable - bilateral   | No charge               | <i>1 per arch, through age 17; posterior teeth</i>   |
| D1550   | Re-cement or re-bond space maintainer  | No charge               | <i>1 per Contract Dentist, per quadrant or arch, through age 17</i>  |
| D1555   | Removal of fixed space maintainer  | No charge               | <i>Included in case by Contract Dentist or dental office who placed appliance</i>  |
| D1575   | Distal shoe space maintainer - fixed - unilateral  | No charge               | <i>1 per quadrant, age 8 and under; posterior teeth</i>  |
| <b>D2000-D2999 III. RESTORATIVE</b>   |  |                         |  |
| <i>- Includes polishing, all adhesives and bonding agents, indirect pulp capping, bases, liners and acid etch procedures.</i> |  |                         |  |
| <i>- Replacement of crowns, inlays and onlays requires the existing restoration to be 5+ years (60+ months) old.</i>          |  |                         |  |
| D2140   | Amalgam - one surface, primary or permanent  | \$25                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2150   | Amalgam - two surfaces, primary or permanent   | \$30                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2160   | Amalgam - three surfaces, primary or permanent   | \$40                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2161   | Amalgam - four or more surfaces, primary or permanent                                    | \$45                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2330   | Resin-based composite - one surface, anterior  | \$30                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |

## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations   |
|-------|---|-------------------------|--|
| D2331 | Resin-based composite - two surfaces, anterior                                      | \$45                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2332 | Resin-based composite - three surfaces, anterior                                    | \$55                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2335 | Resin-based composite - four or more surfaces or involving incisal angle (anterior) | \$60                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2390 | Resin-based composite crown, anterior   | \$50                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2391 | Resin-based composite - one surface, posterior                                      | \$30                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2392 | Resin-based composite - two surfaces, posterior                                     | \$40                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2393 | Resin-based composite - three surfaces, posterior                                   | \$50                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2394 | Resin-based composite - four or more surfaces, posterior                            | \$70                    | <i>1 per 12 months per Contract Dentist for primary teeth; 1 per 36 months per Contract Dentist for permanent teeth</i>  |
| D2710 | Crown - resin-based composite (indirect)  | \$140                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2712 | Crown - 3/4 resin-based composite (indirect)  | \$190                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2721 | Crown - resin with predominantly base metal   | \$300                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2740 | Crown - porcelain/ceramic   | \$300                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2751 | Crown - porcelain fused to predominantly base metal                                 | \$300                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2781 | Crown - 3/4 cast predominantly base metal   | \$300                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2783 | Crown - 3/4 porcelain/ceramic   | \$310                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2791 | Crown - full cast predominantly base metal  | \$300                   | <i>1 per 60 months, permanent teeth; age 13 through 18</i>   |
| D2910 | Re-cement or re-bond inlay, onlay, veneer or partial coverage restoration           | \$25                    | <i>1 per 12 months per Contract Dentist</i>  |
| D2915 | Re-cement or re-bond indirectly fabricated or prefabricated post and core           | \$25                    |  |
| D2920 | Re-cement or re-bond crown  | \$25                    | <i>Recementation during the 12 months after initial placement is included; no additional charge to the Enrollee or plan is permitted. The listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist/dental office.</i> |
| D2921 | Reattachment of tooth fragment, incisal edge or cusp                                | \$45                    | <i>1 per 12 months</i>   |

## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations  |
|-------|---|-------------------------|---|
| D2929 | Prefabricated porcelain/ceramic crown - primary tooth                                 | \$95                    | <i>1 per 12 months</i>  |
| D2930 | Prefabricated stainless steel crown - primary tooth                                   | \$65                    | <i>1 per 12 months</i>  |
| D2931 | Prefabricated stainless steel crown - permanent tooth                                 | \$75                    | <i>1 per 36 months</i>  |
| D2932 | Prefabricated resin crown   | \$75                    | <i>1 per 12 months for primary teeth; 1 per 36 months for permanent teeth</i>   |
| D2933 | Prefabricated stainless steel crown with resin window                                 | \$80                    | <i>1 per 12 months for primary teeth; 1 per 36 months for permanent teeth</i>   |
| D2940 | Protective restoration  | \$25                    | <i>1 per 6 months per Contract Dentist</i>  |
| D2941 | Interim therapeutic restoration – primary dentition                                   | \$30                    | <i>1 per tooth per 6 months, per Contract Dentist</i>   |
| D2949 | Restorative foundation for an indirect restoration                                    | \$45                    |   |
| D2950 | Core buildup, including any pins when required  | \$20                    |   |
| D2951 | Pin retention - per tooth, in addition to restoration                                 | \$25                    | <i>1 per tooth regardless of the number of pins placed; permanent teeth</i>   |
| D2952 | Post and core in addition to crown, indirectly fabricated                             | \$100                   | <i>Base metal post; 1 per tooth; a Benefit only in conjunction with covered crowns on root canal treated permanent teeth</i>  |
| D2953 | Each additional indirectly fabricated post - same tooth                               | \$30                    | <i>Performed in conjunction with D2952</i>  |
| D2954 | Prefabricated post and core in addition to crown                                      | \$90                    | <i>1 per tooth; a Benefit only in conjunction with covered crowns on root canal treated permanent teeth</i>   |
| D2955 | Post removal  | \$60                    | <i>Included in case fee by Contract Dentist or dental office who performed endodontic and restorative procedures. The listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist/dental office.</i>  |
| D2957 | Each additional prefabricated post - same tooth                                       | \$35                    | <i>Performed in conjunction with D2954</i>  |
| D2971 | Additional procedures to construct new crown under existing partial denture framework | \$35                    | <i>Included in the fee for laboratory processed crowns. The listed fee applies for service provided by a Contract Dentist other than the original treating Dentist/dental office.</i>   |
| D2980 | Crown repair necessitated by restorative material failure                             | \$50                    | <i>Repair during the 12 months following initial placement or previous repair is included, no additional charge to the Enrollee or plan is permitted by the original treating Contract Dentist/dental office.</i>   |
| D2999 | Unspecified restorative procedure, by report  | \$40                    | <i>Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment.</i> |

| Code                        | Description   | Pediatric Enrollee Pays | Clarification/ Limitations   |
|-----------------------------|---|-------------------------|--|
| D3000-D3999 IV. ENDODONTICS |   |                         |  |
| D3110                       | Pulp cap - direct (excluding final restoration)   | \$20                    |  |
| D3120                       | Pulp cap - indirect (excluding final restoration)   | \$25                    |  |
| D3220                       | Therapeutic pulpotomy (excluding final restoration) - removal of pulp coronal to the dentinocemental junction and application of medicament | \$40                    | <i>1 per primary tooth</i>   |
| D3221                       | Pulpal debridement, primary and permanent teeth   | \$40                    | <i>1 per tooth</i>   |
| D3222                       | Partial pulpotomy for apexogenesis - permanent tooth with incomplete root development   | \$60                    | <i>1 per permanent tooth</i>   |
| D3230                       | Pulpal therapy (resorbable filling) - anterior, primary tooth (excluding final restoration)   | \$55                    | <i>1 per tooth</i>   |
| D3240                       | Pulpal therapy (resorbable filling) - posterior, primary tooth (excluding final restoration)  | \$55                    | <i>1 per tooth</i>   |
| D3310                       | Endodontic therapy, anterior tooth (excluding final restoration)  | \$195                   | <i>Root canal</i>  |
| D3320                       | Endodontic therapy, premolar tooth (excluding final restoration)  | \$235                   | <i>Root canal</i>  |
| D3330                       | Endodontic therapy, molar tooth (excluding final restoration)   | \$300                   | <i>Root canal</i>  |
| D3331                       | Treatment of root canal obstruction; non-surgical access  | \$50                    |  |
| D3333                       | Internal root repair of perforation defects   | \$80                    |  |
| D3346                       | Retreatment of previous root canal therapy - anterior   | \$240                   | <i>Retreatment during the 12 months following initial treatment is included at no charge to the Enrollee or plan. The listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist/dental office.</i> |
| D3347                       | Retreatment of previous root canal therapy - premolar   | \$295                   | <i>Retreatment during the 12 months following initial treatment is included at no charge to the Enrollee or plan. The listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist/dental office.</i> |
| D3348                       | Retreatment of previous root canal therapy - molar  | \$365                   | <i>Retreatment during the 12 months following initial treatment is included at no charge to the Enrollee or plan. The listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist/dental office.</i> |

## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations   |
|---|---|-------------------------|--|
| D3351   | Apexification/recalcification - initial visit (apical closure / calcific repair of perforations, root resorption, etc.)                         | \$85                    | 1 per permanent tooth  |
| D3352   | Apexification/recalcification - interim medication replacement  | \$45                    | 1 per permanent tooth  |
| D3410   | Apicoectomy - anterior  | \$240                   | 1 per 24 months by the same Contract Dentist or dental office; permanent teeth only  |
| D3421   | Apicoectomy - premolar (first root)   | \$250                   | 1 per 24 months by the same Contract Dentist or dental office; permanent teeth only  |
| D3425   | Apicoectomy - molar (first root)  | \$275                   | 1 per 24 months by the same Contract Dentist or dental office; permanent teeth only  |
| D3426   | Apicoectomy (each additional root)  | \$110                   | 1 per 24 months by the same Contract Dentist or dental office; permanent teeth only; a Benefit for 3rd molar if it occupies the 1st or 2nd molar position or is an abutment for an existing fixed partial denture or removable partial denture with cast clasps or rests.  |
| D3427   | Periradicular surgery without apicoectomy   | \$160                   | 1 per 24 months by the same Contract Dentist or dental office  |
| D3430   | Retrograde filling - per root   | \$90                    |  |
| D3910   | Surgical procedure for isolation of tooth with rubber dam   | \$30                    |  |
| D3999   | Unspecified endodontic procedure, by report   | \$100                   | Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment. |
| D4000-D4999 V. PERIODONTICS   |   |                         |  |
| - Includes pre-operative and post-operative evaluations and treatment under a local anesthetic. |   |                         |  |
| D4210   | Gingivectomy or gingivoplasty - four or more contiguous teeth or tooth bounded spaces per quadrant  | \$150                   | 1 per quadrant per 36 months, age 13+  |
| D4211   | Gingivectomy or gingivoplasty - one to three contiguous teeth or tooth bounded spaces per quadrant  | \$50                    | 1 per quadrant per 36 months, age 13+  |
| D4249   | Clinical crown lengthening - hard tissue  | \$165                   |  |
| D4260   | Osseous surgery (including elevation of a full thickness flap and closure) – four or more contiguous teeth or tooth bounded spaces per quadrant | \$265                   | 1 per quadrant per 36 months, age 13+  |

## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations  |
|---|---|-------------------------|---|
| D4261   | Osseous surgery (including elevation of a full thickness flap and closure) – one to three contiguous teeth or tooth bounded spaces per quadrant | \$140                   | 1 per quadrant per 36 months, age 13+   |
| D4265   | Biologic materials to aid in soft and osseous tissue regeneration   | \$80                    |   |
| D4341   | Periodontal scaling and root planing - four or more teeth per quadrant  | \$55                    | 1 per quadrant per 24 months; age 13+   |
| D4342   | Periodontal scaling and root planing - one to three teeth per quadrant  | \$30                    | 1 per quadrant per 24 months; age 13+   |
| D4346   | Scaling in presence of generalized moderate or severe gingival inflammation - full mouth, after oral evaluation                                 | \$220                   | Cleaning; 1 of (D1110, D1120, D4346) per 6 months   |
| D4355   | Full mouth debridement to enable a comprehensive oral evaluation and diagnosis on a subsequent visit  | \$40                    | 1 treatment per any 12 consecutive months   |
| D4381   | Localized delivery of antimicrobial agents via a controlled release vehicle into diseased crevicular tissue, per tooth                          | \$10                    |   |
| D4910   | Periodontal maintenance   | \$30                    | 1 per 3 months; service must be within the 24 months following the last scaling and root planing  |
| D4920   | Unscheduled dressing change (by someone other than treating dentist or their staff)   | \$15                    | 1 per Contract Dentist; age 13+   |
| D4999   | Unspecified periodontal procedure, by report  | \$350                   | Enrollees age 13+. Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment. |
| D5000-D5899 VI. PROSTHODONTICS (removable)  |   |                         |   |
| - For all listed dentures and partial dentures, Cost Share includes after delivery adjustments and tissue conditioning, if needed, for the first six months after placement. The Enrollee must continue to be eligible, and the service must be provided at the Contract Dentist's facility where the denture was originally delivered. |   |                         |   |
| - Rebases, relines and tissue conditioning are limited to 1 per denture during any 12 consecutive months.   |   |                         |   |
| - Replacement of a denture or a partial denture requires the existing denture to be 5+ years (60+ months) old.  |   |                         |   |
| D5110   | Complete denture – maxillary  | \$300                   | 1 per 60 months   |



## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations  |
|-------|---|-------------------------|---|
| D5120 | Complete denture – mandibular   | \$300                   | <i>1 per 60 months</i>  |
| D5130 | Immediate denture - maxillary   | \$300                   | <i>1 per lifetime; subsequent complete dentures (D5110, D5120) are not a Benefit within 60 months.</i>                  |
| D5140 | Immediate denture - mandibular  | \$300                   | <i>1 per lifetime; subsequent complete dentures (D5110, D5120) are not a Benefit within 60 months.</i>                  |
| D5211 | Maxillary partial denture - resin base (including any conventional clasps, rests and teeth)   | \$300                   | <i>1 per 60 months</i>  |
| D5212 | Mandibular partial denture - resin base (including any conventional clasps, rests and teeth)  | \$300                   | <i>1 per 60 months</i>  |
| D5213 | Maxillary partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)            | \$335                   | <i>1 per 60 months</i>  |
| D5214 | Mandibular partial denture - cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)           | \$335                   | <i>1 per 60 months</i>  |
| D5221 | Immediate maxillary partial denture – resin base (including any conventional clasps, rests and teeth)                                     | \$275                   | <i>1 per 60 months</i>  |
| D5222 | Immediate mandibular partial denture – resin base (including any conventional clasps, rests and teeth)                                    | \$275                   | <i>1 per 60 months</i>  |
| D5223 | Immediate maxillary partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth)  | \$330                   | <i>1 per 60 months</i>  |
| D5224 | Immediate mandibular partial denture – cast metal framework with resin denture bases (including any conventional clasps, rests and teeth) | \$330                   | <i>1 per 60 months</i>  |
| D5410 | Adjust complete denture - maxillary   | \$20                    | <i>1 per day of service per Contract Dentist; up to 2 per 12 months per Contract Dentist after the initial 6 months</i> |
| D5411 | Adjust complete denture - mandibular  | \$20                    | <i>1 per day of service per Contract Dentist; up to 2 per 12 months per Contract Dentist after the initial 6 months</i> |
| D5421 | Adjust partial denture - maxillary  | \$20                    | <i>1 per day of service per Contract Dentist; up to 2 per 12 months per Contract Dentist after the initial 6 months</i> |
| D5422 | Adjust partial denture - mandibular   | \$20                    | <i>1 per day of service per Contract Dentist; up to 2 per 12 months per Contract Dentist after the initial 6 months</i> |

## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations   |
|-------|---|-------------------------|--|
| D5511 | Repair broken complete denture base, mandibular                 | \$40                    | <i>1 per day of service per Contract Dentist; up to 2 per arch per 12 months per Contract Dentist after the initial 6 months</i>   |
| D5512 | Repair broken complete denture base, maxillary                  | \$40                    | <i>1 per day of service per Contract Dentist; up to 2 per arch per 12 months per Contract Dentist after the initial 6 months</i>   |
| D5520 | Replace missing or broken teeth - complete denture (each tooth) | \$40                    | <i>Up to 4 per arch per date of service after the initial 6 months; up to 2 per arch per 12 months per Contract Dentist</i>  |
| D5611 | Repair resin partial denture base, mandibular                   | \$40                    | <i>1 per arch, per day of service per Contract Dentist; up to 2 per arch per 12 months per Contract Dentist after the initial 6 months</i>   |
| D5612 | Repair resin partial denture base, maxillary                    | \$40                    | <i>1 per arch, per day of service per Contract Dentist; up to 2 per arch per 12 months per Contract Dentist after the initial 6 months</i>   |
| D5621 | Repair cast partial framework, mandibular                       | \$40                    | <i>1 per arch, per day of service per Contract Dentist; up to 2 per arch per 12 months per Contract Dentist after the initial 6 months</i>   |
| D5622 | Repair cast partial framework, maxillary                        | \$40                    | <i>1 per day of service per Contract Dentist; up to 2 per arch per 12 months per Contract Dentist after the initial 6 months</i>   |
| D5630 | Repair or replace broken clasp - per tooth                      | \$50                    | <i>3 per date of service after the initial 6 months; 2 per arch per 12 months per Contract Dentist.</i>  |
| D5640 | Replace broken teeth - per tooth                                | \$35                    | <i>4 per arch per date of service after the initial 6 months; 2 per arch per 12 months per Contract Dentist</i>  |
| D5650 | Add tooth to existing partial denture                           | \$35                    | <i>Up to 3 per date of service per Contract Dentist; 1 per tooth after the initial 6 months</i>  |
| D5660 | Add clasp to existing partial denture - per tooth               | \$60                    | <i>3 per date of service after the initial 6 months; 2 per arch per 12 months per Contract Dentist</i>   |
| D5730 | Reline complete maxillary denture (chairside)                   | \$60                    | <i>Included for the first 6 months after placement by the Contract Dentist or dental office where the appliance was originally delivered; 1 per 12 month period after the initial 6 months</i> |
| D5731 | Reline complete mandibular denture (chairside)                  | \$60                    | <i>1 per 12 month period after the initial 6 months</i>  |
| D5740 | Reline maxillary partial denture (chairside)                    | \$60                    | <i>1 per 12 month period after the initial 6 months</i>  |
| D5741 | Reline mandibular partial denture (chairside)                   | \$60                    | <i>1 per 12 month period after the initial 6 months</i>  |
| D5750 | Reline complete maxillary denture (laboratory)                  | \$90                    | <i>1 per 12 month period after the initial 6 months</i>  |
| D5751 | Reline complete mandibular denture (laboratory)                 | \$90                    | <i>1 per 12 month period after the initial 6 months</i>  |
| D5760 | Reline maxillary partial denture (laboratory)                   | \$80                    | <i>1 per 12 month period after the initial 6 months</i>  |
| D5761 | Reline mandibular partial denture (laboratory)                  | \$80                    | <i>1 per 12 month period after the initial 6 months</i>  |
| D5850 | Tissue conditioning, maxillary                                  | \$30                    | <i>2 per prosthesis per 36 months after the initial 6 months</i>   |
| D5851 | Tissue conditioning, mandibular                                 | \$30                    | <i>2 per prosthesis per 36 months after the initial 6 months</i>   |
| D5862 | Precision attachment, by report                                 | \$90                    | <i>Included in the fee for prosthetic and restorative procedures by the Contract Dentist or dental office</i>  |

| Code  | Description  | Pediatric Enrollee Pays | Clarification/ Limitations   |
|---|--|-------------------------|--|
|   |  |                         | <i>where the service was originally delivered. The listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist or dental office.</i>   |
| D5863   | Overdenture – complete maxillary                         | \$300                   | <i>1 per 60 months</i>   |
| D5864   | Overdenture – partial maxillary                          | \$300                   | <i>1 per 60 months</i>   |
| D5865   | Overdenture – complete mandibular                        | \$300                   | <i>1 per 60 months</i>   |
| D5866   | Overdenture – partial mandibular                         | \$300                   | <i>1 per 60 months</i>   |
| D5899   | Unspecified removable prosthodontic procedure, by report | \$350                   | <i>Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the Enrollee has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment.</i> |
| D5900-D5999 VII. MAXILLOFACIAL PROSTHETICS                                    |  |                         |  |
| <i>- All maxillofacial prosthetic procedures require prior Authorization.</i> |  |                         |  |
| D5911   | Facial moulage (sectional)                               | \$285                   |  |
| D5912   | Facial moulage (complete)                                | \$350                   |  |
| D5913   | Nasal prosthesis   | \$350                   |  |
| D5914   | Auricular prosthesis                                     | \$350                   |  |
| D5915   | Orbital prosthesis                                       | \$350                   |  |
| D5916   | Ocular prosthesis  | \$350                   |  |
| D5919   | Facial prosthesis  | \$350                   |  |
| D5922   | Nasal septal prosthesis                                  | \$350                   |  |
| D5923   | Ocular prosthesis, interim                               | \$350                   |  |
| D5924   | Cranial prosthesis                                       | \$350                   |  |
| D5925   | Facial augmentation implant prosthesis                   | \$200                   |  |
| D5926   | Nasal prosthesis, replacement                            | \$200                   |  |
| D5927   | Auricular prosthesis, replacement                        | \$200                   |  |
| D5928   | Orbital prosthesis, replacement                          | \$200                   |  |
| D5929   | Facial prosthesis, replacement                           | \$200                   |  |
| D5931   | Obturator prosthesis, surgical                           | \$350                   |  |
| D5932   | Obturator prosthesis, definitive                         | \$350                   |  |
| D5933   | Obturator prosthesis, modification                       | \$150                   | <i>2 per 12 months</i>   |
| D5934   | Mandibular resection prosthesis with guide flange        | \$350                   |  |

# Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations  |
|---|---|-------------------------|---|
| D5935   | Mandibular resection prosthesis without guide flange  | \$350                   |   |
| D5936   | Obturator prosthesis, interim                         | \$350                   |   |
| D5937   | Trismus appliance (not for TMD treatment)             | \$85                    |   |
| D5951   | Feeding aid   | \$135                   |   |
| D5952   | Speech aid prosthesis, pediatric                      | \$350                   |   |
| D5953   | Speech aid prosthesis, adult                          | \$350                   |   |
| D5954   | Palatal augmentation prosthesis                       | \$135                   |   |
| D5955   | Palatal lift prosthesis, definitive                   | \$350                   |   |
| D5958   | Palatal lift prosthesis, interim                      | \$350                   |   |
| D5959   | Palatal lift prosthesis, modification                 | \$145                   | 2 per 12 months   |
| D5960   | Speech aid prosthesis, modification                   | \$145                   | 2 per 12 months   |
| D5982   | Surgical stent  | \$70                    |   |
| D5983   | Radiation carrier                                     | \$55                    |   |
| D5984   | Radiation shield                                      | \$85                    |   |
| D5985   | Radiation cone locator                                | \$135                   |   |
| D5986   | Fluoride gel carrier                                  | \$35                    |   |
| D5987   | Commissure splint                                     | \$85                    |   |
| D5988   | Surgical splint                                       | \$95                    |   |
| D5991   | Vesiculobullous disease medicament carrier            | \$70                    |   |
| D5999   | Unspecified maxillofacial prosthesis, by report       | \$350                   | Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the Enrollee has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment. |
| D6000-D6199 VIII. IMPLANT SERVICES  |   |                         |   |
| - A Benefit only under exceptional medical conditions. Prior Authorization is required. Refer also to Schedule B. |   |                         |   |
| D6010   | Surgical placement of implant body: endosteal implant | \$350                   | A Benefit only under exceptional medical conditions.  |
| D6011   | Second stage implant surgery                          | \$350                   | A Benefit only under exceptional medical conditions.  |
| D6013   | Surgical placement of mini implant                    | \$350                   | A Benefit only under exceptional medical conditions.  |
| D6040   | Surgical placement: eposteal implant                  | \$350                   | A Benefit only under exceptional medical conditions.  |

## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations                                  |
|-------|---|-------------------------|---|
| D6050 | Surgical placement: transosteal implant   | \$350                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6052 | Semi-precision attachment abutment  | \$350                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6055 | Connecting bar – implant supported or abutment supported                                      | \$350                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6056 | Prefabricated abutment – includes modification and placement                                  | \$135                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6057 | Custom fabricated abutment – includes placement   | \$180                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6058 | Abutment supported porcelain/ceramic crown  | \$320                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6059 | Abutment supported porcelain fused to metal crown (high noble metal)                          | \$315                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6060 | Abutment supported porcelain fused to metal crown (predominantly base metal)                  | \$295                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6061 | Abutment supported porcelain fused to metal crown (noble metal)                               | \$300                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6062 | Abutment supported cast metal crown (high noble metal)  | \$315                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6063 | Abutment supported cast metal crown (predominantly base metal)                                | \$300                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6064 | Abutment supported cast metal crown (noble metal)   | \$315                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6065 | Implant supported porcelain/ceramic crown   | \$340                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6066 | Implant supported porcelain fused to metal crown (titanium, titanium alloy, high noble metal) | \$335                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6067 | Implant supported metal crown (titanium, titanium alloy, high noble metal)                    | \$340                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6068 | Abutment supported retainer for porcelain/ceramic FPD   | \$320                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6069 | Abutment supported retainer for porcelain fused to metal FPD (high noble metal)               | \$315                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6070 | Abutment supported retainer for porcelain fused to metal FPD (predominantly base metal)       | \$290                   | <i>A Benefit only under exceptional medical conditions.</i> |

## Dental Evidence of Coverage

| Code  | Description  | Pediatric Enrollee Pays | Clarification/ Limitations                                  |
|-------|--|-------------------------|---|
| D6071 | Abutment supported retainer for porcelain fused to metal FPD (noble metal)   | \$300                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6072 | Abutment supported retainer for cast metal FPD (high noble metal)  | \$315                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6073 | Abutment supported retainer for cast metal FPD (predominantly base metal)  | \$290                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6074 | Abutment supported retainer for cast metal FPD (noble metal)   | \$320                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6075 | Implant supported retainer for ceramic FPD   | \$335                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6076 | Implant supported retainer for porcelain fused to metal FPD (titanium, titanium alloy, or high noble metal)  | \$330                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6077 | Implant supported retainer for cast metal FPD (titanium, titanium alloy, or high noble metal)  | \$350                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6080 | Implant maintenance procedures when prostheses are removed and reinserted, including cleansing of prostheses and abutments   | \$30                    | <i>A Benefit only under exceptional medical conditions.</i> |
| D6081 | Scaling and debridement in the presence of inflammation or mucositis of a single implant, including cleaning of the implant surfaces, without flap entry and closure | \$30                    | <i>A Benefit only under exceptional medical conditions.</i> |
| D6085 | Provisional implant crown  | \$300                   | <i>A Benefit only under exceptional medical conditions.</i> |
| D6090 | Repair implant supported prosthesis, by report   | \$65                    | <i>A Benefit only under exceptional medical conditions.</i> |
| D6091 | Replacement of semi-precision or precision attachment (male or female component) of implant/abutment supported prosthesis, per attachment                            | \$40                    | <i>A Benefit only under exceptional medical conditions.</i> |
| D6092 | Re-cement or re-bond implant/abutment supported crown  | \$25                    | <i>A Benefit only under exceptional medical conditions.</i> |
| D6093 | Re-cement or re-bond implant/abutment supported fixed partial denture  | \$35                    | <i>A Benefit only under exceptional medical conditions.</i> |
| D6094 | Abutment supported crown - (titanium)  | \$295                   | <i>A Benefit only under exceptional medical conditions.</i> |

## Dental Evidence of Coverage

| Code   | Description  | Pediatric Enrollee Pays | Clarification/ Limitations   |
|--|--|-------------------------|--|
| D6095  | Repair implant abutment, by report   | \$65                    | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6096  | Remove broken implant retaining screw  | \$60                    | <i>A Benefit only under exceptional medical conditions</i>   |
| D6100  | Implant removal, by report   | \$110                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6110  | Implant /abutment supported removable denture for edentulous arch – maxillary            | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6111  | Implant /abutment supported removable denture for edentulous arch – mandibular           | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6112  | Implant /abutment supported removable denture for partially edentulous arch – maxillary  | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6113  | Implant /abutment supported removable denture for partially edentulous arch – mandibular | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6114  | Implant /abutment supported fixed denture for edentulous arch – maxillary                | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6115  | Implant /abutment supported fixed denture for edentulous arch – mandibular               | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6116  | Implant /abutment supported fixed denture for partially edentulous arch – maxillary      | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6117  | Implant /abutment supported fixed denture for partially edentulous arch – mandibular     | \$350                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6190  | Radiographic/surgical implant index, by report   | \$75                    | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6194  | Abutment supported retainer crown for FPD (titanium)                                     | \$265                   | <i>A Benefit only under exceptional medical conditions.</i>  |
| D6199  | Unspecified implant procedure, by report   | \$350                   | <i>Implant services are a Benefit only when exceptional medical conditions are documented and shall be reviewed for medical necessity. Written documentation shall describe the specific conditions addressed by the procedure, the rationale demonstrating the medical necessity, any pertinent history and the proposed treatment.</i> |
| D6200-D6999 IX. PROSTHODONTICS, fixed  |  |                         |  |
| - Each retainer and each pontic constitutes a unit in a fixed partial denture (bridge)   |  |                         |  |
| - Replacement of a crown, pontic, inlay, onlay or stress breaker requires the existing bridge to be 5+ years (60+ months) old. |  |                         |  |

# Dental Evidence of Coverage

| Code   | Description   | Pediatric Enrollee Pays | Clarification/ Limitations   |
|--|---|-------------------------|--|
| D6211  | Pontic - cast predominantly base metal  | \$300                   | 1 per 60 months; age 13+   |
| D6241  | Pontic - porcelain fused to predominantly base metal  | \$300                   | 1 per 60 months; age 13+   |
| D6245  | Pontic - porcelain/ceramic  | \$300                   | 1 per 60 months; age 13+   |
| D6251  | Pontic - resin with predominantly base metal  | \$300                   | 1 per 60 months; age 13+   |
| D6721  | Retainer crown - resin with predominantly base metal  | \$300                   | 1 per 60 months; age 13+   |
| D6740  | Retainer crown - porcelain/ceramic  | \$300                   | 1 per 60 months; age 13+   |
| D6751  | Retainer crown - porcelain fused to predominantly base metal  | \$300                   | 1 per 60 months; age 13+   |
| D6781  | Retainer crown - 3/4 cast predominantly base metal  | \$300                   | 1 per 60 months; age 13+   |
| D6783  | Retainer crown - 3/4 porcelain/ceramic  | \$300                   | 1 per 60 months; age 13+   |
| D6791  | Retainer crown - full cast predominantly base metal   | \$300                   | 1 per 60 months; age 13+   |
| D6930  | Re-cement or re-bond fixed partial denture  | \$40                    | Recementation during the 12 months after initial placement is included; no additional charge to the Enrollee or plan is permitted. The listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist/dental office.  |
| D6980  | Fixed partial denture repair necessitated by restorative material failure   | \$95                    |  |
| D6999  | Unspecified fixed prosthodontic procedure, by report  | \$350                   | Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment. Not a Benefit within 12 months of initial placement of a fixed partial denture by the same Contract Dentist/office. |
| <b>D7000-D7999 X. ORAL AND MAXILLOFACIAL SURGERY</b>   |   |                         |  |
| - Prior Authorization required for procedures performed by a Contract Specialist. Medical necessity must be demonstrated for procedures D7340 - D7997. Refer also to Schedule B.   |   |                         |  |
| - Includes preoperative and postoperative evaluations and treatment under a local anesthetic. Postoperative services include exams, suture removal and treatment of complications. |   |                         |  |
| D7111  | Extraction, coronal remnants - primary tooth  | \$40                    |  |
| D7140  | Extraction, erupted tooth or exposed root (elevation and/or forceps removal)  | \$65                    |  |
| D7210  | Extraction, erupted tooth requiring removal of bone and/or sectioning of tooth, and including elevation of mucoperiosteal flap if indicated | \$120                   |  |



## Dental Evidence of Coverage

| Code  | Description  | Pediatric Enrollee Pays | Clarification/ Limitations   |
|-------|--|-------------------------|--|
| D7220 | Removal of impacted tooth - soft tissue  | \$95                    |  |
| D7230 | Removal of impacted tooth - partially bony   | \$145                   |  |
| D7240 | Removal of impacted tooth - completely bony  | \$160                   |  |
| D7241 | Removal of impacted tooth - completely bony, with unusual surgical complications                     | \$175                   |  |
| D7250 | Removal of residual tooth roots (cutting procedure)  | \$80                    |  |
| D7260 | Oroantral fistula closure  | \$280                   |  |
| D7261 | Primary closure of a sinus perforation   | \$285                   |  |
| D7270 | Tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth                 | \$185                   | <i>1 per arch regardless of number of teeth involved; permanent anterior teeth</i>   |
| D7280 | Exposure of an unerupted tooth   | \$220                   |  |
| D7283 | Placement of device to facilitate eruption of impacted tooth   | \$85                    | <i>For active orthodontic treatment only</i>   |
| D7285 | Incisional biopsy of oral tissue -hard (bone, tooth)   | \$180                   | <i>1 per arch per date of service; regardless of number of areas involved</i>        |
| D7286 | Incisional biopsy of oral tissue -soft   | \$110                   | <i>3 per date of service</i>   |
| D7290 | Surgical repositioning of teeth  | \$185                   | <i>1 per arch, for permanent teeth only; applies to active orthodontic treatment</i> |
| D7291 | Transseptal fiberotomy/supra crestal fiberotomy, by report   | \$80                    | <i>1 per arch; applies to active orthodontic treatment</i>                           |
| D7310 | Alveoloplasty in conjunction with extractions - four or more teeth or tooth spaces, per quadrant     | \$85                    |  |
| D7311 | Alveoloplasty in conjunction with extractions - one to three teeth or tooth spaces, per quadrant     | \$50                    |  |
| D7320 | Alveoloplasty not in conjunction with extractions - four or more teeth or tooth spaces, per quadrant | \$120                   |  |
| D7321 | Alveoloplasty not in conjunction with extractions - one to three teeth or tooth spaces, per quadrant | \$65                    |  |
| D7340 | Vestibuloplasty - ridge extension (secondary epithelialization)                                      | \$350                   | <i>1 per arch per 60 months</i>  |
| D7350 | Vestibuloplasty - ridge extension (including soft tissue grafts, muscle reattachment, revision of    | \$350                   | <i>1 per arch</i>  |

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations                |
|-------|---|-------------------------|---|
|       | soft tissue attachment and management of hypertrophied and hyperplastic tissue)       |                         |   |
| D7410 | Excision of benign lesion up to 1.25 cm   | \$75                    |   |
| D7411 | Excision of benign lesion greater than 1.25 cm  | \$115                   |   |
| D7412 | Excision of benign lesion, complicated  | \$175                   |   |
| D7413 | Excision of malignant lesion up to 1.25 cm  | \$95                    |   |
| D7414 | Excision of malignant lesion greater than 1.25 cm                                     | \$120                   |   |
| D7415 | Excision of malignant lesion, complicated   | \$255                   |   |
| D7440 | Excision of malignant tumor - lesion diameter up to 1.25 cm                           | \$105                   |   |
| D7441 | Excision of malignant tumor - lesion diameter greater than 1.25 cm                    | \$185                   |   |
| D7450 | Removal of benign odontogenic cyst or tumor - lesion diameter up to 1.25 cm           | \$180                   |   |
| D7451 | Removal of benign odontogenic cyst or tumor - lesion diameter greater than 1.25 cm    | \$330                   |   |
| D7460 | Removal of benign nonodontogenic cyst or tumor - lesion diameter up to 1.25 cm        | \$155                   |   |
| D7461 | Removal of benign nonodontogenic cyst or tumor - lesion diameter greater than 1.25 cm | \$250                   |   |
| D7465 | Destruction of lesion(s) by physical or chemical method, by report                    | \$40                    |   |
| D7471 | Removal of lateral exostosis (maxilla or mandible)                                    | \$140                   | <i>1 per quadrant</i>                     |
| D7472 | Removal of torus palatinus  | \$145                   | <i>1 per lifetime</i>                     |
| D7473 | Removal of torus mandibularis   | \$140                   | <i>1 per quadrant</i>                     |
| D7485 | Reduction of osseous tuberosity   | \$105                   | <i>1 per quadrant</i>                     |
| D7490 | Radical resection of maxilla or mandible  | \$350                   |   |
| D7510 | Incision and drainage of abscess - intraoral soft tissue                              | \$70                    | <i>1 per quadrant per date of service</i> |

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations                |
|-------|---|-------------------------|---|
| D7511 | Incision and drainage of abscess - intraoral soft tissue - complicated (includes drainage of multiple fascial spaces) | \$70                    | <i>1 per quadrant per date of service</i> |
| D7520 | Incision and drainage of abscess - extraoral soft tissue  | \$70                    |   |
| D7521 | Incision and drainage of abscess - extraoral soft tissue - complicated (includes drainage of multiple fascial spaces) | \$80                    |   |
| D7530 | Removal of foreign body from mucosa, skin, or subcutaneous alveolar tissue  | \$45                    | <i>1 per date of service</i>              |
| D7540 | Removal of reaction producing foreign bodies, musculoskeletal system  | \$75                    | <i>1 per date of service</i>              |
| D7550 | Partial ostectomy/sequestrectomy for removal of non-vital bone  | \$125                   | <i>1 per quadrant per date of service</i> |
| D7560 | Maxillary sinusotomy for removal of tooth fragment or foreign body  | \$235                   |   |
| D7610 | Maxilla - open reduction (teeth immobilized, if present)  | \$140                   |   |
| D7620 | Maxilla - closed reduction (teeth immobilized, if present)  | \$250                   |   |
| D7630 | Mandible - open reduction (teeth immobilized, if present)   | \$350                   |   |
| D7640 | Mandible - closed reduction (teeth immobilized, if present)   | \$350                   |   |
| D7650 | Malar and/or zygomatic arch - open reduction  | \$350                   |   |
| D7660 | Malar and/or zygomatic arch - closed reduction  | \$350                   |   |
| D7670 | Alveolus - closed reduction may include stabilization of teeth  | \$170                   |   |
| D7671 | Alveolus - open reduction may include stabilization of teeth  | \$230                   |   |
| D7680 | Facial bones - complicated reduction with fixation and multiple surgical approaches                                   | \$350                   |   |
| D7710 | Maxilla - open reduction  | \$110                   |   |
| D7720 | Maxilla - closed reduction  | \$180                   |   |

| Code  | Description  | Pediatric Enrollee Pays | Clarification/ Limitations  |
|-------|--|-------------------------|---|
| D7730 | Mandible - open reduction  | \$350                   |   |
| D7740 | Mandible - closed reduction  | \$290                   |   |
| D7750 | Malar and/or zygomatic arch - open reduction                               | \$220                   |   |
| D7760 | Malar and/or zygomatic arch - closed reduction                             | \$350                   |   |
| D7770 | Alveolus - open reduction stabilization of teeth                           | \$135                   |   |
| D7771 | Alveolus, closed reduction stabilization of teeth                          | \$160                   |   |
| D7780 | Facial bones - complicated reduction with fixation and multiple approaches | \$350                   |   |
| D7810 | Open reduction of dislocation  | \$350                   |   |
| D7820 | Closed reduction of dislocation  | \$80                    |   |
| D7830 | Manipulation under anesthesia  | \$85                    |   |
| D7840 | Condylectomy   | \$350                   |   |
| D7850 | Surgical discectomy, with/without implant                                  | \$350                   |   |
| D7852 | Disc repair  | \$350                   |   |
| D7854 | Synovectomy  | \$350                   |   |
| D7856 | Myotomy  | \$350                   |   |
| D7858 | Joint reconstruction   | \$350                   |   |
| D7860 | Arthrotomy   | \$350                   |   |
| D7865 | Arthroplasty   | \$350                   |   |
| D7870 | Arthrocentesis   | \$90                    |   |
| D7871 | Non-arthroscopic lysis and lavage  | \$150                   |   |
| D7872 | Arthroscopy - diagnosis, with or without biopsy                            | \$350                   |   |
| D7873 | Arthroscopy: lavage and lysis of adhesions                                 | \$350                   |   |
| D7874 | Arthroscopy: disc repositioning and stabilization                          | \$350                   |   |
| D7875 | Arthroscopy: synovectomy   | \$350                   |   |
| D7876 | Arthroscopy: discectomy  | \$350                   |   |
| D7877 | Arthroscopy: debridement   | \$350                   |   |
| D7880 | Occlusal orthotic device, by report  | \$120                   |   |
| D7881 | Occlusal orthotic device adjustment  | \$30                    | <i>1 per date of service per Contract Dentist; 2 per 12-months per Contract Dentist</i> |
| D7899 | Unspecified TMD therapy, by report   | \$350                   |   |
| D7910 | Suture of recent small wounds up to 5 cm                                   | \$35                    |   |
| D7911 | Complicated suture - up to 5 cm  | \$55                    |   |
| D7912 | Complicated suture - greater than 5 cm                                     | \$130                   |   |

# Dental Evidence of Coverage

| Code  | Description  | Pediatric Enrollee Pays | Clarification/ Limitations   |
|-------|--|-------------------------|--|
| D7920 | Skin graft (identify defect covered, location and type of graft)   | \$120                   |  |
| D7940 | Osteoplasty - for orthognathic deformities   | \$160                   |  |
| D7941 | Osteotomy - mandibular rami  | \$350                   |  |
| D7943 | Osteotomy - mandibular rami with bone graft; includes obtaining the graft  | \$350                   |  |
| D7944 | Osteotomy - segmented or subapical   | \$275                   |  |
| D7945 | Osteotomy - body of mandible   | \$350                   |  |
| D7946 | Lefort I (maxilla - total)   | \$350                   |  |
| D7947 | Lefort I (maxilla - segmented)   | \$350                   |  |
| D7948 | Lefort II or lefort III (osteoplasty of facial bones for midface hypoplasia or retrusion) - without bone graft   | \$350                   |  |
| D7949 | Lefort II or lefort III - with bone graft  | \$350                   |  |
| D7950 | Osseous, osteoperiosteal, or cartilage graft of the mandible or maxilla - autogenous or nonautogenous, by report | \$190                   |  |
| D7951 | Sinus augmentation with bone or bone substitutes via a lateral open approach                                     | \$290                   |  |
| D7952 | Sinus augmentation via a vertical approach   | \$175                   |  |
| D7955 | Repair of maxillofacial soft and/or hard tissue defect   | \$200                   |  |
| D7960 | Frenulectomy - also known as frenectomy or frenotomy - separate procedure not incidental to another procedure    | \$120                   | <i>1 per arch per date of service; a Benefit only when the permanent incisors and cuspids have erupted</i> |
| D7963 | Frenuloplasty  | \$120                   | <i>1 per arch per date of service; a Benefit only when the permanent incisors and cuspids have erupted</i> |
| D7970 | Excision of hyperplastic tissue - per arch   | \$175                   | <i>1 per arch per date of service</i>  |
| D7971 | Excision of pericoronal gingiva  | \$80                    |  |
| D7972 | Surgical reduction of fibrous tuberosity   | \$100                   | <i>1 per quadrant per date of service</i>  |
| D7979 | Non - surgical sialolithotomy  | \$155                   |  |
| D7980 | Surgical sialolithotomy  | \$155                   |  |
| D7981 | Excision of salivary gland, by report  | \$120                   |  |
| D7982 | Sialodochoplasty   | \$215                   |  |

## Dental Evidence of Coverage

| Code   | Description  | Pediatric Enrollee Pays | Clarification/ Limitations  |
|--|--|-------------------------|---|
| D7983  | Closure of salivary fistula  | \$140                   |   |
| D7990  | Emergency tracheotomy  | \$350                   |   |
| D7991  | Coronoidectomy   | \$345                   |   |
| D7995  | Synthetic graft - mandible or facial bones, by report                                    | \$150                   |   |
| D7997  | Appliance removal (not by dentist who placed appliance), includes removal of archbar     | \$60                    | <i>Removal of appliances related to surgical procedures only; 1 per arch per date of service; the listed fee applies for service provided by a Contract Dentist other than the original treating Contract Dentist/dental office.</i>  |
| D7999  | Unspecified oral surgery procedure, by report  | \$350                   | <i>Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment.</i> |
| <b>D8000-D8999 XI. ORTHODONTICS - Medically Necessary for Pediatric Enrollees ONLY</b>   |  |                         |   |
| <i>- Orthodontic Services must meet medical necessity as determined by a Contract Dentist. Orthodontic treatment is a Benefit only when medically necessary as evidenced by a severe handicapping malocclusion and when a prior Authorization is obtained. Severe handicapping malocclusion is not a cosmetic condition. Teeth must be severely misaligned causing functional problems that compromise oral and/or general health.</i>   |  |                         |   |
| <i>- Pediatric Enrollee must continue to be eligible, Benefits for medically necessary orthodontics will be provided in periodic payments to the Contract Dentist.</i>   |  |                         |   |
| <i>- Comprehensive orthodontic treatment procedure (D8080) includes all appliances, adjustments, insertion, removal and post treatment stabilization (retention). The Enrollee must continue to be eligible during active treatment. No additional charge to the Enrollee is permitted from the original treating Contract Orthodontist or dental office who received the comprehensive case fee. A separate fee applies for services provided by a Contract Orthodontist other than the original treating Contract Orthodontist or dental office.</i> |  |                         |   |
| <i>- Refer to Schedule B for additional information on medically necessary orthodontics.</i>   |  |                         |   |
| <i>-Cost Share for medically necessary orthodontics applies to course of treatment, not individual Benefit years within a multi-year course of treatment. This Cost Share applies to the course of treatment as long as the Pediatric Enrollee remains enrolled in the [Program/plan].</i>   |  |                         |   |
| D8080  | Comprehensive orthodontic treatment of the adolescent dentition                          | \$1,000                 | <i>1 per Enrollee per phase of treatment; included in comprehensive case fee</i>  |
| D8210  | Removable appliance therapy  |                         | <i>1 per lifetime; age 6 through 12; included in comprehensive case fee</i>   |
| D8220  | Fixed appliance therapy  |                         | <i>1 per lifetime; age 6 through 12; included in comprehensive case fee</i>   |
| D8660  | Pre-orthodontic treatment examination to monitor growth and development                  |                         | <i>1 per 3 months when performed by the same Contract Dentist or dental office; up to 6 visits per lifetime; included in comprehensive case fee</i>   |
| D8670  | Periodic orthodontic treatment visit   |                         | <i>Included in comprehensive case fee</i>   |
| D8680  | Orthodontic retention (removal of appliances, construction and placement of retainer(s)) |                         | <i>1 per arch for each authorized phase of orthodontic treatment; included in comprehensive case fee</i>  |
| D8681  | Removable orthodontic retainer adjustment  |                         | <i>Included in comprehensive case fee</i>   |
| D8691  | Repair of orthodontic appliance  |                         | <i>1 per appliance; included in comprehensive case fee</i>  |

## Dental Evidence of Coverage

| Code   | Description  | Pediatric Enrollee Pays | Clarification/ Limitations  |
|--|--|-------------------------|---|
| D8692  | Replacement of lost or broken retainer   |                         | 1 per arch; within 24 months following the date of service for orthodontic retention (D8680); included in comprehensive case fee  |
| D8693  | Re-cement or re-bond fixed retainer  |                         | 1 per Contract Dentist; included in comprehensive case fee  |
| D8694  | Repair of fixed retainers, includes reattachment   |                         | 1 per Contract Dentist; included in comprehensive case fee. The listed fee applies for services provided by an orthodontist other than the original treating orthodontist or dental office.   |
| D8999  | Unspecified orthodontic procedure, by report   |                         | Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment. Included in comprehensive case fee |
| D9000-D9999 XII. ADJUNCTIVE GENERAL SERVICES |  |                         |   |
| D9110  | Palliative (emergency) treatment of dental pain - minor procedure                        | \$30                    | 1 per date of service per Contract Dentist; regardless of the number of teeth and/or areas treated  |
| D9120  | Fixed partial denture sectioning   | \$95                    |   |
| D9210  | Local anesthesia not in conjunction with operative or surgical procedures                | \$10                    | 1 per date of service per Contract Dentist; for use to perform a differential diagnosis or as a therapeutic injection to eliminate or control a disease or abnormal state   |
| D9211  | Regional block anesthesia  | \$20                    |   |
| D9212  | Trigeminal division block anesthesia   | \$60                    |   |
| D9215  | Local anesthesia in conjunction with operative or surgical procedures                    | \$15                    |   |
| D9222  | Deep sedation/general anesthesia - first 15 minutes                                      | \$45                    | Covered only when given by a Contract Dentist for covered oral surgery; 4 of (D9222, D9223) per date of service   |
| D9223  | Deep sedation/general anesthesia – each subsequent 15 minute increment                   | \$45                    | Covered only when given by a Contract Dentist for covered oral surgery; 4 of (D9222, D9223) per date of service   |
| D9230  | Inhalation of nitrous oxide / anxiolysis, analgesia                                      | \$15                    | (Where available)   |
| D9239  | Intravenous moderate (conscious) sedation/ analgesia - first 15 minutes                  | \$60                    | Covered only when given by a Contract Dentist for covered oral surgery; 4 of (D9239, D9243) per date of service   |
| D9243  | Intravenous moderate (conscious) sedation/analgesia- each subsequent 15 minute increment | \$60                    | Covered only when given by a Contract Dentist for covered oral surgery; 4 of (D9239, D9243) per date of service   |
| D9248  | Non-intravenous conscious sedation   | \$65                    | Where available; 1 per date of service per Contract Dentist   |

## Dental Evidence of Coverage

| Code  | Description   | Pediatric Enrollee Pays | Clarification/ Limitations  |
|-------|---|-------------------------|---|
| D9310 | Consultation - diagnostic service provided by dentist or physician other than requesting dentist or physician | \$50                    |   |
| D9311 | Consultation with a medical health care professional  | No charge               |   |
| D9410 | House/extended care facility call   | \$50                    | <i>1 per Enrollee per date of service</i>   |
| D9420 | Hospital or ambulatory surgical center call   | \$135                   |   |
| D9430 | Office visit for observation (during regularly scheduled hours) - no other services performed                 | \$20                    | <i>1 per date of service per Contract Dentist</i>   |
| D9440 | Office visit - after regularly scheduled hours  | \$45                    | <i>1 per date of service per Contract Dentist</i>   |
| D9610 | Therapeutic parenteral drug, single administration  | \$30                    | <i>4 of (D9610, D9612) injections per date of service</i>   |
| D9612 | Therapeutic parenteral drugs, two or more administrations, different medications                              | \$40                    | <i>4 of (D9610, D9612) injections per date of service</i>   |
| D9910 | Application of desensitizing medicament   | \$20                    | <i>1 per 12 months per Contract Dentist; permanent teeth</i>  |
| D9930 | Treatment of complications (post-surgical) - unusual circumstances, by report                                 | \$35                    | <i>1 per date of service per Contract Dentist within 30 days of an extraction</i>   |
| D9950 | Occlusion analysis - mounted case   | \$120                   | <i>Prior Authorization is required; 1 per 12 months for diagnosed TMJ dysfunction; permanent teeth; age 13+</i>   |
| D9951 | Occlusal adjustment - limited   | \$45                    | <i>1 per 12 months for quadrant per Contract Dentist; age 13+</i>   |
| D9952 | Occlusal adjustment - complete  | \$210                   | <i>1 per 12 months following occlusion analysis - mounted case (D9950) for diagnosed TMJ dysfunction; permanent teeth; age 13+</i>  |
| D9999 | Unspecified adjunctive procedure, by report   | No charge               | <i>Shall be used: for a procedure which is not adequately described by a CDT code; or for a procedure that has a CDT code that is not a Benefit but the patient has an exceptional medical condition to justify the medical necessity. Documentation shall include the specific conditions addressed by the procedure, the rationale demonstrating medical necessity, any pertinent history and the actual treatment.</i> |

### Endnotes:

Base metal is the Benefit. If noble or high noble metal (precious) is used for a crown, bridge, indirectly fabricated post and core, inlay or onlay, the Enrollee will be charged the additional laboratory cost of the noble or high noble metal. If covered, an additional laboratory charge also applies to a titanium crown.

If services for a listed procedure are performed by the assigned Contract Dentist, the Enrollee pays the specified Cost Share. Listed procedures which require a Dentist to provide Specialist Services, and are referred by the assigned Contract Dentist, must be authorized by Delta Dental. The Enrollee pays the Cost Share specified for such services. Optional or upgraded procedure(s) are defined as any alternative procedure(s) presented by the Contract Dentist and formally agreed upon by financial consent that satisfies the same dental need as a covered procedure. Enrollee may elect an Optional or upgraded procedure, subject to the limitations and exclusions of this Plan. The applicable charge to the Enrollee is the difference between the Contract Dentist's regularly charged fee (or contracted fee, when applicable)



for the Optional or upgraded procedure and the covered procedure, plus any applicable Cost Share for the covered procedure.

### Additional Endnotes to Covered California's 2019 Dental Standard Benefit Plan Designs

#### Pediatric Dental EHB Notes (only applicable to the pediatric portion of the Children's Dental Plan or Family Dental Plan)

Cost sharing payments made by each individual child for in-network covered services accrue to the child's out-of-pocket maximum. Once the child's individual out-of-pocket maximum has been reached, the plan pays all costs for covered services for that child.

In a plan with two or more children, cost sharing payments made by each individual child for in-network services contribute to the family in-network deductible, if applicable, as well as the family out-of-pocket maximum.

In a plan with two or more children, cost sharing payments made by each individual child for out-of-network covered services contribute to the family out-of-network deductible, if applicable, and do not accumulate to the family out-of-pocket maximum. *(Not applicable to Children's Dental HMO.)*

Administration of these plan designs must comply with requirements of the pediatric dental EHB benchmark plan, including coverage of services in circumstances of medical necessity as defined in the Early Periodic Screening, Diagnosis and Treatment (EPSDT) benefit.

## SCHEDULE B

### Limitations and Exclusions of Benefits for Pediatric Enrollees (Under age 19)

#### Limitations of Benefits for Pediatric Enrollees

1. The frequency of certain Benefits is limited. All frequency limitations are listed in *Schedule A, Description of Benefits and Copayments*. Additional requests, beyond the stated frequency limitations, for prophylaxis, fluoride and scaling procedures (D1110, D1120, D1206, D1208 and D4346) shall be considered for prior Authorization when documented medical necessity is justified due to a physical limitation and/or an oral condition that prevents daily oral hygiene.
2. A filling [D2140-D2161, D2330-D2335, D2391-D2394] is a Benefit for the removal of decay, for minor repairs of tooth structure or to replace a lost filling.
3. A crown [covered codes only between D2710-D2791] is a Benefit when there is insufficient tooth structure to support a filling or to replace an existing crown that is non-functional or non-restorable and meets the five+ year (60+ months) limitation.
4. The replacement of an existing crown [covered codes only between D2710-D2791], fixed partial denture (bridge) [covered codes only between D6211-D6245, D6251, D6721-D6791, D6794] or a removable full or partial denture [covered codes only between D5211-D5214, D5221-D5224] is covered when:
  - a. The existing restoration/bridge/denture is no longer functional and cannot be made functional by repair or adjustment, and
  - b. Either of the following:
    - The existing non-functional restoration/bridge/denture was placed five or more years (60+ months) prior to its replacement, or
    - If an existing partial denture is less than five years old (60 months), but must be replaced by a new partial denture due to the loss of a natural tooth, which cannot be replaced by adding another tooth to the existing partial denture.
5. Coverage for the placement of a fixed partial denture (bridge) [covered codes only between D6211-D6245, D6251, D6721-D6791] or removable partial denture [covered codes only between D5211-D5214, D5221-D5224]:
  - a. Fixed partial denture (bridge):
    - A fixed partial denture is a Benefit only when medical conditions or employment preclude the use of a removable partial denture.
    - The sole tooth to be replaced in the arch is an anterior tooth, and the abutment teeth are not periodontally involved, or
    - The new bridge would replace an existing, non-functional bridge utilizing identical abutments and pontics, or
    - Each abutment tooth to be crowned meets Limitation #3.
  - b. Removable partial denture:
    - Cast metal (D5213, D5214, D5223, D5224), one or more teeth are missing in an arch.
    - Resin based (D5211, D5212, D5221, D5222), one or more teeth are missing in an arch and abutment teeth have extensive periodontal disease.
6. Excision of the frenum [D7960] is a Benefit only when it results in limited mobility of the tongue, it causes a large diastema between teeth or it interferes with a prosthetic appliance.

7. A new removable partial [covered codes only between D5211-D5214, D5221-D5224] or complete [D5110-D5140] or covered immediate denture [D5130, D5140] includes after delivery adjustments and tissue conditioning at no additional cost for the first six months after placement if the Enrollee continues to be eligible and the service is provided at the Contract Dentist's facility where the denture was originally delivered.
8. Immediate dentures [D5130, D5140, D5221-D5224] are covered when one or more of the following conditions are present:
  - a. Extensive or rampant caries are exhibited in the radiographs, or
  - b. Severe periodontal involvement indicated, or
  - c. Numerous teeth are missing resulting in diminished chewing ability adversely affecting the Enrollee's health.
9. Maxillofacial prosthetic services [covered codes only between D5911-D5999] for the anatomic and functional reconstruction of those regions of the maxilla and mandible and associated structures that are missing or defective because of surgical intervention, trauma (other than simple or compound fractures), pathology, developmental or congenital malformations.
10. All maxillofacial prosthetic procedures [covered codes only between D5911-D5999] require prior authorization for medically necessary procedures.
11. Implant services [covered codes only between D6010-D6199] are a Benefit only under exceptional medical conditions. Exceptional medical conditions include, but are not limited to:
  - a. Cancer of the oral cavity requiring ablative surgery and/or radiation leading to destruction of alveolar bone, where the remaining osseous structures are unable to support conventional dental prosthesis.
  - b. Severe atrophy of the mandible and/or maxilla that cannot be corrected with vestibular extension procedures [D7340, D7350] or osseous augmentation procedures [D7950], and the Enrollee is unable to function with conventional prosthesis.
  - c. Skeletal deformities that preclude the use of conventional prosthesis (such as arthrogryposis, ectodermal dysplasia, partial anodontia and cleidocranial dysplasia).
12. Temporomandibular joint dysfunction procedure codes [covered codes only between D7810-D7880] are limited to differential diagnosis and symptomatic care and require prior Authorization.
13. Certain listed procedures performed by a Contract Specialist may be considered to be primary under the Enrollee's medical coverage. Dental Benefits will be coordinated accordingly.
14. Deep sedation/general anesthesia [D9222, D9223] or intravenous conscious sedation/analgesia [D9239, D9243] for covered procedures requires documentation to justify the medical necessity based on a mental or physical limitation or contraindication to a local anesthesia agent.

### Exclusions of Benefits for Pediatric Enrollees

1. Any procedure that is not specifically listed under *Schedule A, Description of Benefits and Copayments*.
2. All related fees for admission, use, or stays in a hospital, out-patient surgery center, extended care facility, or other similar care facility.
3. Lost or theft of full or partial dentures [covered codes only between D5110, D5120, D5130, D5140, D5211, D5212, D5213, D5214, D5221, D5222, D5223, D5224], space maintainers [D1510-D1575], crowns [D2390, D2710-D2791], fixed partial dentures (bridges) [covered codes only between D6211-

D6245, D6251, D6721-D6791] or other appliances.

4. Dental expenses incurred in connection with any dental procedures started after termination of eligibility for coverage.
5. Dental expenses incurred in connection with any dental procedure before the Enrollee's eligibility in this Plan. Examples include: teeth prepared for crowns, partials and dentures, root canals in progress.
6. Congenital malformations (e.g. congenitally missing teeth, supernumerary teeth, enamel and dentinal dysplasias, etc.) unless included in *Schedule A*.
7. Dispensing of drugs not normally supplied in a dental facility unless included in *Schedule A*.
8. Any procedure that in the professional opinion of the Contract Dentist, Contract Specialist, or dental plan consultant:
  - a. has poor prognosis for a successful result and reasonable longevity based on the condition of the tooth or teeth and/or surrounding structures, or
  - b. is inconsistent with generally accepted standards for dentistry.
9. Dental services received from any dental facility other than the assigned Contract Dentist including the services of a dental specialist, unless expressly authorized or as cited under the "*Emergency Dental Services*" and "Urgent Dental Services" sections of the EOC. To obtain written Authorization, the Enrollee should call Delta Dental's Customer Care at 800-471-7583.
10. Consultations [D9310, D9311] or other diagnostic services [covered codes only between D0120–D0999], for non-covered Benefits.
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11. Single tooth implants [covered codes only between D6000–D6199].
12. Restorations [covered codes only between D2330-D2335, D2391-D2394, D2710-D2791, D6211-D6245, D6251, D6721-D6791] placed solely due to cosmetics, abrasions, attrition, erosion, restoring or altering vertical dimension, congenital or developmental malformation of teeth.
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13. Preventive [covered codes only between D1110-D1575], endodontic [covered codes only between D3110-D3999] or restorative [covered codes only between D2140-D2999] procedures are not a Benefit for teeth to be retained for overdentures.
14. Partial dentures [covered codes only between D5211-5214, D5221-5224] are not a Benefit to replace missing 3rd molars, unless the 3rd molar occupies the 1st or 2nd molar position or is an abutment for a partial denture with cast clasps or rests.
- 
15. Appliances or restorations necessary to increase vertical dimension, replace or stabilize tooth structure loss by attrition, realignment of teeth [covered codes only between D8000-D8999], gnathologic recordings, equilibration [D9952] or treatment of disturbances of the TMJ [covered codes only between D0310-D0322, D7810-D7899], unless included in *Schedule A*.
16. An initial treatment plan which involves the removal and reestablishment of the occlusal contacts of 10 or more teeth with crowns, onlays, fixed partial dentures (bridges), or any combination of these [covered codes only between D2710-D2791, D6211-D6245, D6721-D6791] is considered to be full mouth reconstruction under this Plan. Crowns, onlays and fixed partial dentures associated with such a treatment plan are not covered Benefits. This exclusion does not eliminate the Benefit for other covered services.
17. Porcelain denture teeth, precision abutments for removable partials [D5862] or fixed partial dentures (overlays, implants, and appliances associated therewith) [D6940, D6950] and personalization and

characterization of complete and partial dentures.

18. Extraction of teeth [D7111, D7140, D7210, D7220-D7240], when teeth are asymptomatic/non-pathologic (no signs or symptoms of pathology or infection), including but not limited to the removal of third molars.
19. TMJ dysfunction treatment modalities that involve prosthodontia [D5110-D5224, D6211-D6245, D6251, D6721-D6791], orthodontia [covered codes only between D8000–D8999], and full or partial occlusal rehabilitation or TMJ dysfunction procedures [covered codes only between D0310-D0322, D7810-D7899] solely for the treatment of bruxism.
20. Vestibuloplasty / ridge extension procedures [D7340, D7350] performed on the same date of service as extractions [D7111-D7250] on the same arch.
21. Deep sedation/general anesthesia [D9222, D9223] for covered procedures on the same date of service as analgesia, anxiolysis, inhalation of nitrous oxide or for intravenous conscious sedation/analgesia [D9239, D9243].
22. Intravenous conscious sedation/analgesia [D9239, D9243] for covered procedures on the same date of service as analgesia, anxiolysis, inhalation of nitrous oxide or for deep sedation/general anesthesia [D9222, D9223].
23. Inhalation of nitrous oxide [D9230] when administered with other covered sedation procedures.
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24. Cosmetic dental care [exclude covered codes in this list if done for purely cosmetic reasons: D2330-D2394, D2710–D2751, D2940, D2330–D2394, D6211-D6245, D6251, D6721-D6791, D8000-D8999].
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25. Orthodontic treatment [covered codes only between D8000–D8999] must be provided by a licensed dentist. Self-administered orthodontics are not covered.
26. The removal of fixed orthodontic appliances [D8680] for reasons other than completion of treatment is not a covered benefit.
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## Medically Necessary Orthodontic for Pediatric Enrollees

1. Coverage for comprehensive orthodontic treatment [D8080] requires acceptable documentation of a handicapping malocclusion as evidence by a minimum score of 26 points on the Handicapping Labio-Lingual Deviation (HLD) Index California Modification Score Sheet Form and pre-treatment diagnostic casts [D0470]. Comprehensive orthodontic treatment [D8080]:
  - a) is limited to Enrollees who are between 13 through 18 years of age with a permanent dentition without a cleft palate or craniofacial anomaly; but
  - b) may start at birth for patients with a cleft palate or craniofacial anomaly.
2. Removable appliance therapy [D8210] or fixed appliance therapy [D8220] is limited to Enrollee between 6 to 12 years of age, once in a lifetime, to treat thumb sucking and/or tongue thrust.
3. The Benefit for a pre-orthodontic treatment examination [D8660] includes needed oral/facial photographic images [D0350, D0351]. Neither the Enrollee nor the plan may be charged for D0350 or D0351 in conjunction with a pre-orthodontic treatment examination.

4. The number of covered periodic orthodontic treatment [D8670] visits and length of covered active orthodontics is limited to a maximum of up to:
  - a. Handicapping malocclusion - Eight (8) quarterly visits;
  - b. Cleft palate or craniofacial anomaly - Six (6) quarterly visits for treatment of primary dentition;
  - c. Cleft palate or craniofacial anomaly - Eight (8) quarterly visits for treatment of mixed dentition; or
  - d. Cleft palate or craniofacial anomaly - Ten (10) quarterly visits for treatment of permanent dentition.
  - e. Facial growth management – Four (4) quarterly visits for treatment of primary dentition;
  - f. Facial growth management – Five (5) quarterly visits for treatment of mixed dentition;
  - g. Facial growth management - Eight (8) quarterly visits for treatment permanent dentition.
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5. Orthodontic retention [D8680] is a separate Benefit after the completion of covered comprehensive orthodontic treatment [D8080] which:
  - a. Includes removal of appliances and the construction and place of retainer(s) [D8680]; and
  - b. Is limited to Enrollees under age 19 and to one per arch after the completion of each phase of active treatment for retention of permanent dentition unless treatment was for a cleft palate or a craniofacial anomaly.
- 
6. Copayment is payable to the Contract Orthodontist who initiates banding in a course of prior authorized orthodontic treatment [covered codes only between D8000–D8999]. If, after banding has been initiated, the Enrollee changes to another Contract Orthodontist to continue orthodontic treatment, the Enrollee:
  - a. will not be entitled to a refund of any amounts previously paid, and
  - b. will be responsible for all payments, up to and including the full Copayment, that are required by the new Contract Orthodontist for completion of the orthodontic treatment.
7. Should an Enrollee's coverage be canceled or terminated for any reason, and at the time of cancellation or termination be receiving any orthodontic treatment [covered codes only between D8000–D8999], the Enrollee will be solely responsible for payment for treatment provided after cancellation or termination, except:

If an Enrollee is receiving ongoing orthodontic treatment at the time of termination, Delta Dental will continue to provide orthodontic Benefits for:

- a. For 60 days if the Enrollee is making monthly payments to the Contract Orthodontist; or
- b. Until the later of 60 days after the date coverage terminates or the end of the quarter in progress, if the Enrollee is making quarterly payments to the Contract Orthodontist.

At the end of 60 days (or at the end of the Quarter), the Enrollee's obligation shall be based on the Contract Orthodontist's usual fee at the beginning of treatment. The Contract Orthodontist will prorate the amount over the number of months to completion of the treatment. The Enrollee will make payments based on an arrangement with the Contract Orthodontist.

**SCHEDULE C****Information Concerning Benefits Under The DeltaCare USA Program**

THIS MATRIX IS INTENDED TO BE USED TO COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. THIS AMENDMENT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF PROGRAM BENEFITS AND LIMITATIONS.

|  |  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
|--|--|---------------------|------------|--|--|---------------------|-----------|--|--|----------------------|----------|---|-----------|---------------------|----------|---|-----------|----------------------|----------|---|-----------|--------------------------------------|----------|---|-----------|---------------------------|----------|---|-----------|--|----------|---|-----------|-------------------------------|----------|---|-----------|--------------------------------|----------|---|-----------|--|------------|---|------------|-----------------------------|-----------|---|----------|
| (A) Deductibles                                    | None   |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (B) Lifetime Maximums                              | None   |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (C) Out-of-Pocket Maximum                          | Covered pediatric dental services apply to the out-of-pocket maximum in your CCHP EOC. See your CCHP EOC for information about your out-of-pocket maximum.   |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (D) Professional Services                          | <p>An Enrollee may be required to pay a Cost Share amount for each procedure as shown in the Description of Benefits and Cost Share, subject to the limitations and exclusions of the program.</p> <p>Cost Share ranges by category of service.<br/>Examples are as follows:</p> <table><tr><td>Diagnostic Services</td><td>No Charge</td><td></td><td></td></tr><tr><td>Preventive Services</td><td>No Charge</td><td></td><td></td></tr><tr><td>Restorative Services</td><td>\$ 20.00</td><td>-</td><td>\$ 310.00</td></tr><tr><td>Endodontic Services</td><td>\$ 20.00</td><td>-</td><td>\$ 365.00</td></tr><tr><td>Periodontic Services</td><td>\$ 10.00</td><td>-</td><td>\$ 350.00</td></tr><tr><td>Prosthodontic Services,<br/>Removable</td><td>\$ 20.00</td><td>-</td><td>\$ 350.00</td></tr><tr><td>Maxillofacial Prosthetics</td><td>\$ 35.00</td><td>-</td><td>\$ 350.00</td></tr><tr><td>Implant Services<br/>(medically necessary only)</td><td>\$ 25.00</td><td>-</td><td>\$ 350.00</td></tr><tr><td>Prosthodontic Services, Fixed</td><td>\$ 40.00</td><td>-</td><td>\$ 350.00</td></tr><tr><td>Oral and Maxillofacial Surgery</td><td>\$ 30.00</td><td>-</td><td>\$ 350.00</td></tr><tr><td>Orthodontic Services<br/>(medically necessary only)</td><td>\$1,000.00</td><td>-</td><td>\$1,000.00</td></tr><tr><td>Adjunctive General Services</td><td>No Charge</td><td>-</td><td>\$210.00</td></tr></table> <p>NOTE: Limitations apply to the frequency with which some services may be obtained. For example: cleanings are limited to one in a 6-month period; Replacement of a crown is limited to once every 5+ years (60+ months) for Pediatric Enrollees.</p> | Diagnostic Services | No Charge  |  |  | Preventive Services | No Charge |  |  | Restorative Services | \$ 20.00 | - | \$ 310.00 | Endodontic Services | \$ 20.00 | - | \$ 365.00 | Periodontic Services | \$ 10.00 | - | \$ 350.00 | Prosthodontic Services,<br>Removable | \$ 20.00 | - | \$ 350.00 | Maxillofacial Prosthetics | \$ 35.00 | - | \$ 350.00 | Implant Services<br>(medically necessary only) | \$ 25.00 | - | \$ 350.00 | Prosthodontic Services, Fixed | \$ 40.00 | - | \$ 350.00 | Oral and Maxillofacial Surgery | \$ 30.00 | - | \$ 350.00 | Orthodontic Services<br>(medically necessary only) | \$1,000.00 | - | \$1,000.00 | Adjunctive General Services | No Charge | - | \$210.00 |
| Diagnostic Services                                | No Charge  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Preventive Services                                | No Charge  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Restorative Services                               | \$ 20.00   | -                   | \$ 310.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Endodontic Services                                | \$ 20.00   | -                   | \$ 365.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Periodontic Services                               | \$ 10.00   | -                   | \$ 350.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Prosthodontic Services,<br>Removable               | \$ 20.00   | -                   | \$ 350.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Maxillofacial Prosthetics                          | \$ 35.00   | -                   | \$ 350.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Implant Services<br>(medically necessary only)     | \$ 25.00   | -                   | \$ 350.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Prosthodontic Services, Fixed                      | \$ 40.00   | -                   | \$ 350.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Oral and Maxillofacial Surgery                     | \$ 30.00   | -                   | \$ 350.00  |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Orthodontic Services<br>(medically necessary only) | \$1,000.00   | -                   | \$1,000.00 |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| Adjunctive General Services                        | No Charge  | -                   | \$210.00   |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (E) Outpatient Services                            | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (F) Hospitalization Services                       | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (G) Emergency Dental Coverage                      | Benefits for Emergency Pediatric Dental Services by an Out-of-Network Dentist are limited to necessary care to stabilize the Enrollee's condition and/or provide palliative relief.  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (H) Ambulance Services                             | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (I) Prescription Drug Services                     | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (J) Durable Medical Equipment                      | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (K) Mental Health Services                         | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (L) Chemical Dependency Services                   | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (M) Home Health Services                           | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |
| (N) Other  | Not Covered  |                     |            |  |  |                     |           |  |  |                      |          |   |           |                     |          |   |           |                      |          |   |           |                                      |          |   |           |                           |          |   |           |  |          |   |           |                               |          |   |           |                                |          |   |           |  |            |   |            |                             |           |   |          |

Each individual procedure within each category listed above, and that is covered under the plan, has a specific Cost Share that is shown in the *Description of Benefits and Cost Share for Pediatric Benefits* in this Amendment.

Chinese Community Health Plan (CCHP) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. CCHP does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Chinese Community Health Plan:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact CCHP Member Services.

If you believe that CCHP has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with us in person, by phone, by mail, or by fax at:

CCHP Member Services  
445 Grant Ave, Suite 700, San Francisco, CA 94108  
1-888-775-7888, TTY 1-877-681-8898  
Fax 1-415-397-2129

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue SW.  
Room 509F, HHH Building  
Washington, DC 20201,  
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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華人保健計劃 (CCHP) 遵守適用的聯邦民權法律規定，不因種族、膚色、民族血統、年齡、殘障或性別而歧視任何人。華人保健計劃 (CCHP) 不因種族、膚色、民族血統、年齡、殘障或性別而排斥任何人或以不同的方式對待他們。

華人保健計劃 (CCHP) :

- 向殘障人士免費提供各種援助和服務，以幫助他們與我們進行有效溝通，如：
  - 合格的手語翻譯員
  - 以其他格式提供的書面資訊 (大號字體、音訊、無障礙電子格式、其他格式)
- 向母語非英語的人員免費提供各種語言服務，如：
  - 合格的翻譯員
  - 以其他語言書寫的資訊

如果您需要此類服務，請聯絡華人保健計劃 (CCHP)

如果您認為華人保健計劃 (CCHP) 未能提供此類服務或者因種族、膚色、民族血統、年齡、殘障或性別而透過其他方式歧視您，您可以親自提交投訴，或者以郵寄、傳真或電郵的方式向我們提交投訴：



CCHP Member Services  
445 Grant Ave, Suite 700, San Francisco, CA 94108  
1-888-775-7888, 聽力殘障人士電話 1-877-681-8898  
傳真 1-415-397-2129

您還可以向 U.S. Department of Health and Human Services (美國衛生及公共服務部) 的 Office for Civil Rights (民權辦公室) 提交民權投訴, 透過 Office for Civil Rights Complaint Portal 以電子方式投訴:

<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, 或者透過郵寄或電話的方式投訴:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD) (聾人用電信設備)

登入 <http://www.hhs.gov/ocr/office/file/index.html> 可獲得投訴表格。

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Chinese Community Health Plan (CCHP) cumple con las leyes federales de derechos civiles aplicables y no discrimina por motivos de raza, color, nacionalidad, edad, discapacidad o sexo. Chinese Community Health Plan no excluye a las personas ni las trata de forma diferente debido a su origen étnico, color, nacionalidad, edad, discapacidad o sexo.

Chinese Community Health Plan:

- Proporciona asistencia y servicios gratuitos a las personas con discapacidades para que se comuniquen de manera eficaz con nosotros, como los siguientes:
  - Intérpretes de lenguaje de señas capacitados.
  - Información escrita en otros formatos (letra grande, audio, formatos electrónicos accesibles, otros formatos).
- Proporciona servicios lingüísticos gratuitos a personas cuya lengua materna no es el inglés, como los siguientes:
  - Intérpretes capacitados.
  - Información escrita en otros idiomas.

Si necesita recibir estos servicios, comuníquese con CCHP Member Services.

Si considera que CCHP no le proporcionó estos servicios o lo discriminó de otra manera por motivos de origen étnico, color, nacionalidad, edad, discapacidad o sexo, puede presentar un reclamo a la siguiente persona:

CCHP Member Services  
445 Grant Ave, Suite 700, San Francisco, CA 94108  
1-888-775-7888, TTY 1-877-681-889  
Fax 1-415-397-2129.

También puede presentar un reclamo de derechos civiles ante la Office for Civil Rights (Oficina de Derechos Civiles) del Department of Health and Human Services (Departamento de Salud y Servicios Humanos) de EE. UU. de manera electrónica a través de Office for Civil Rights Complaint Portal, disponible en <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, o bien, por correo postal a la siguiente dirección o por teléfono a los números que figuran a continuación:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
1-800-368-1019, 800-537-7697 (TDD)

Puede obtener los formularios de reclamo en el sitio web <http://www.hhs.gov/ocr/office/file/index.html>.

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## Multi-language Interpreter Services

**English:** ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-775-7888 (TTY: 1-877-681-8898).

**Spanish:** ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-775-7888 (TTY: 1-877-681-8898).

**Chinese:** 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1-888-775-7888 (TTY: 1-877-681-8898)。

**Tagalog:** PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-888-775-7888 (TTY: 1-877-681-8898).

**Vietnamese:** CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-888-775-7888 (TTY: 1-877-681-8898).

**Korean:** 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-888-775-7888 (TTY: 1-877-681-8898) 번으로 전화해 주십시오.

**Russian:** ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-888-775-7888 (телетайп: 1-877-681-8898)

**Arabic:**

ملحوظة: إذا كنت تتحدث اذكر اللغة، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 1-888-775-7888 (رقم هاتف الصم والبكم: 1-877-681-8898).

**Hindi:** ध्यान दें: यदि आप हद बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। 1-888-775-7888 (TTY: 1-877-681-8898) पर कॉल करें।

**Japanese:** 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。1-888-775-7888 (TTY: 1-877-681-8898) まで、お電話にてご連絡ください。

**Armenian:** ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ անվճար կարող են տրամադրվել լեզվական աջակցության ծառայություններ: Ձանգահարեք 1-888-775-7888 (TTY (հեռատիպ)՝ 1-877-681-8898):

**Punjabi:** ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। 1-888-775 7888 (TTY: 1-877-681-8898) 'ਤੇ ਕਾਲ ਕਰੋ।

**Cambodian:** ប្រយ័ត្ន: បើសិនជាអ្នកនិយាយភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតថ្លៃ គឺអាចមានសំរាប់បំរើអ្នក។ ចូរ ទូរស័ព្ទ 1-888-775 7888 (TTY: 1-877-681-8898)។

**Hmong:** LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau 1-888-775 7888 (TTY: 1-877-681-8898).

**Thai:** ติชม: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร 1-888-775 7888 (TTY: 1-877-681-8898).

**Persian (Farsi):**

توجه: اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با 1-888-775-7888 (TTY: 1-877-681-8898) تماس بگیرید.



445 Grant Avenue, Suite 700, San Francisco, CA 94108 | Tel 1-415-955-8800 | Fax 1-415-955-8818 | [www.cchphealthplan.com](http://www.cchphealthplan.com)

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