

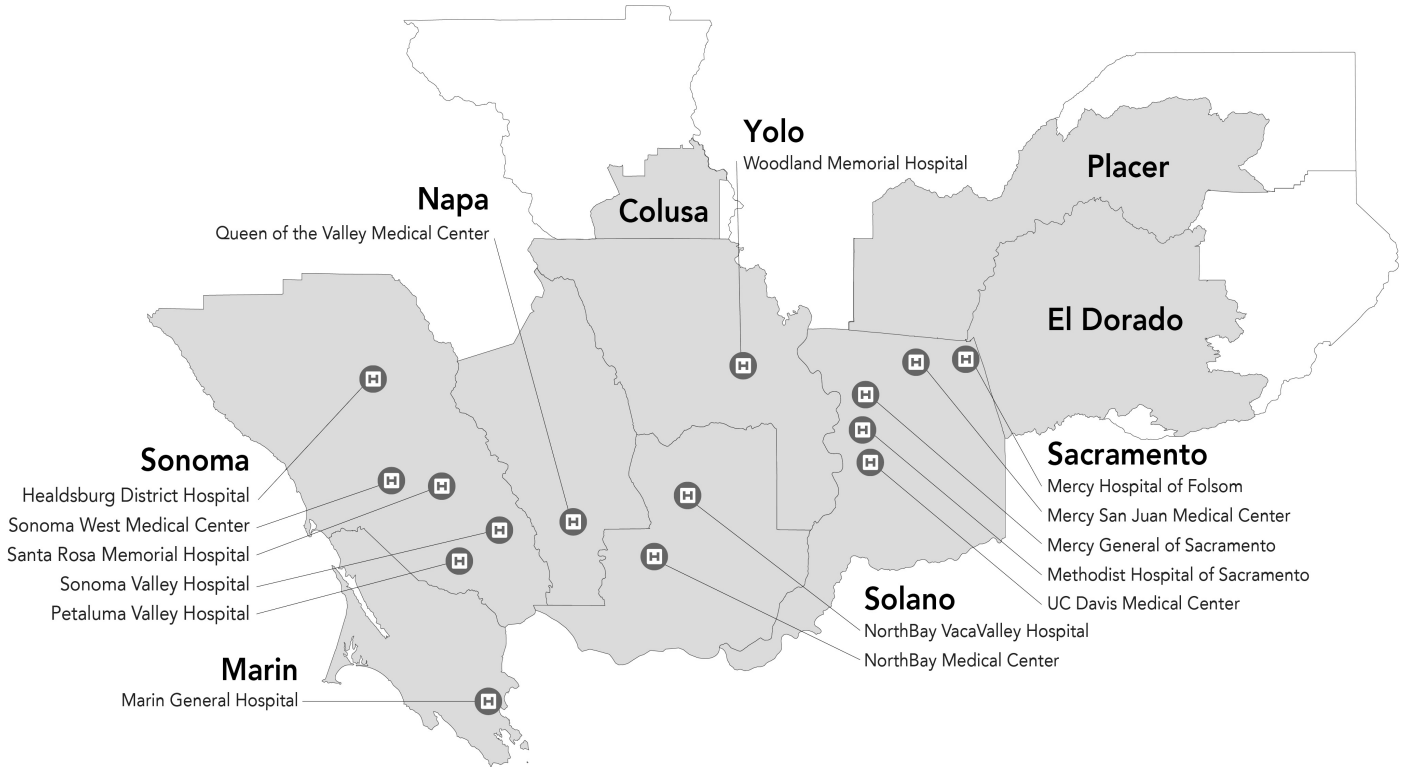
Western  
Health  
Advantage



**COMBINED  
EVIDENCE OF COVERAGE  
AND DISCLOSURE FORM**

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# WHA SERVICE AREA MAP



## WHA is licensed in the following zip codes in the following counties:

<b>Colusa</b>	partial coverage — 95912
<b>El Dorado</b>	partial coverage — 95613 95614 95619 95623 95633 95634 95635 95636 95651 95656 95664 95667 95672 95682 95684 95709 95726 95762
<b>Marin</b>	All Zip Codes
<b>Napa</b>	All Zip Codes
<b>Placer</b>	partial coverage — 95602 95603 95604 95626 95631 95648 95650 95658 95661 95663 95668 95677 95678 95681 95703 95713 95722 95736 95746 95747 95765
<b>Sacramento</b>	All Zip Codes
<b>Solano</b>	All Zip Codes
<b>Sonoma</b>	All Zip Codes
<b>Yolo</b>	All Zip Codes

# IMPORTANT INFORMATION

To be completed by member

---

MEMBER NAME

---

ADDRESS

---

TELEPHONE NUMBER

---

ELIGIBILITY DATE

---

NAME OF PRIMARY CARE PHYSICIAN

---

PRIMARY CARE PHYSICIAN'S ADDRESS

---

PHARMACY LOCATION

---

PHARMACY TELEPHONE NUMBER

---

24-HOUR EMERGENCY CARE TELEPHONE NUMBER

# CHANGES FOR 2018

Please make note of the following changes and/or clarifications to the Combined Evidence of Coverage and Disclosure Form for 2018. This list assists members to identify key changes. It is not intended to be a comprehensive list of changes.

## Changes

- p 11 Amendment to Privacy Notice
- p 15 Amendment to Choice of Physicians and Other Providers
- p 17 Amendment to Referrals to Participating Specialists
- p 17 Amendment to Services that Do Not Require A Referral
- p 18 Clarification of Prior Authorization
- p 19 Addition of section Timely Access to Care to comply with State Law
- p 24 Clarification of Outpatient Services
- p 25 Amendment to Family Planning Benefit to comply with State Law
- p 26 Clarification of Inpatient Services
- p 27 Clarification to Behavioral Health Services
- p 28 Amendment to Prescription Medication Benefit
- p 32 Clarification of Chiropractic Benefit
- p 32 Clarification of Acupuncture Benefit
- p 33 Amendment to Principal Exclusions and Limitations to comply with Federal Law
- p 36 Amendment to Eligibility, Enrollment, Termination and Plan Administration Provisions
- p 37 Addition of section Service Area Requirement
- p 41 Amendment to Reimbursement Provisions
- p 46 Clarification to Department of Managed Health Care information
- p 49 Clarification to Binding Arbitration
- p 50 Amendment to Definitions
- p 55 Amendment to Preventive Services Covered without Cost-sharing (Appendix A)

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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/DISCLOSURE FORM AND PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.

## cost to member DEDUCTIBLE

none Deductible amount

## ANNUAL OUT-OF-POCKET MAXIMUM

The maximum out-of-pocket expense for a member per calendar year is limited to either the Self-only, Individual with Family or Family coverage amount, whichever is met first:

\$1,000 Self-only coverage  
 \$1,000 Individual with Family coverage  
 \$3,000 Family coverage  
 none Lifetime maximum

## Preventive Care Services

none Preventive care services, including laboratory tests, as outlined under the Preventive Services Covered without Cost-Sharing section of the EOC/DF

- Annual physical examinations and well baby care
- Immunizations, adult and pediatric
- Women’s preventive services
- Routine prenatal care and lab tests, and first post-natal visit
- Breast, cervical, prostate, colorectal and other generally accepted cancer screenings

Note: Procedures resulting from screenings are not considered preventive care. In order for a service to be considered “preventive,” the service must have been provided or ordered by your PCP or OB/GYN, and the primary purpose of the visit must have been to obtain the preventive service. Otherwise, you will be responsible for the cost of the office visit as described in this copayment summary.

## Professional Services

\$20 per visit Office visits, primary care physician (PCP)  
 \$20 per visit Office visits, specialist  
 none Vision and hearing examinations  
 \$20 per visit Family planning services

## Outpatient Services

Outpatient surgery

\$20 per visit • Performed in office setting

\$100 per visit • Performed in facility — facility fees

none • Performed in facility — professional services

none Dialysis, infusion therapy and radiation therapy

none Laboratory tests, X-ray and diagnostic imaging

none Imaging (CT/PET scans and MRIs)

\$20 per visit Specialty drugs injected in office setting

\$5 per visit Therapeutic injections, including allergy shots

## **cost to member Hospitalization Services**

\$250 per admission Facility fees — semi-private room and board and hospital services for acute care or intensive care, including:

- Newborn delivery (private room when determined medically necessary by a participating provider)
- Use of operating and recovery room, anesthesia, inpatient drugs, X-ray, laboratory, radiation therapy, blood transfusion services, rehabilitative services, and nursery care for newborn babies
- Inpatient transgender surgery and services related to the surgery\*\*\*

none Professional inpatient services, including physician, surgeon, anesthesiologist and consultant services

## **Urgent and Emergency Services**

Outpatient care to treat an injury or sudden onset of an acute illness within or outside the WHA Service Area

\$20 per visit • Physician's office

\$20 per visit • Urgent care center

\$75 per visit • Emergency room — facility fees (waived if admitted)

none • Emergency room — professional services

none • Ambulance service as medically necessary or in a life-threatening emergency (including 911)

## **Prescription Coverage**

### **Walk-in pharmacy (30-day supply)**

\$5 Tier 1 — Preferred generic medication

\$25 Tier 2 — Preferred brand name medication<sup>1</sup>

\$40 Tier 3 — Non-preferred medication<sup>1</sup>

### **Mail order (up to 90-day supply)**

\$10 Tier 1 — Preferred generic medication

\$50 Tier 2 — Preferred brand name medication<sup>1</sup>

\$80 Tier 3 — Non-preferred medication<sup>1</sup>

### **UC Medical Center Pharmacy/Retail Chain Pharmacies (90-day supply)**

\$10 Tier 1 — Preferred generic medication

\$50 Tier 2 — Preferred brand name medication<sup>1</sup>

\$80 Tier 3 — Non-preferred medication<sup>1</sup>

### **Specialty Drugs**

\$40 Oral

\$5/25/40 Self-Injectable

50%\* Sexual dysfunction (oral and injectable); 8 doses per 30-day supply

\$25 Insulin (30-day supply)

Access to specialty medications at walk-in pharmacies is subject to limitations.

The following prescription medications are covered at no cost to the member (generic required if available): aspirin, prenatal vitamins, folic acid, fluoride for preschool age children, and women's contraceptives.

At walk-in pharmacies if the actual cost of the prescription is less than the applicable copayment, the member will only be responsible for paying the actual cost of the medication.

<sup>1</sup>Members are required to pay the difference between a brand name and a generic drug plus the generic copayment, when the generic is available. (Exceptions for medical necessity are available via prior authorization, if approved, the applicable brand copayment applies.)



## cost to member **Nicotine Replacement Therapy**

none **Over-the-Counter (OTC)**

- Patch
- Gum
- Lozenge

OTC products must be prescribed by a physician. Limitations: Standard treatment is 12 weeks.

none **Prescription**

- Nicotine inhaler
- Nicotine spray
- Bupropion (Generic)/Zyban (Brand)
- Varenicline (Generic)/(Chantix (Brand)

### **Durable Medical Equipment (DME)**

none Durable medical equipment (excluding orthotic and prosthetic devices) when determined by a participating physician to be medically necessary and when authorized in advance by WHA

none Orthotics and prosthetics when determined by a participating physician to be medically necessary and when authorized in advance by WHA

### **Behavioral Health Services**

Behavioral health services, including chemical dependency services, are not covered by WHA. They are covered through OPTUM Health, the supplemental coverage provided by your employer. You may reach OPTUM Health at 888.440.8225.

### **Other Health Services**

none Home health care when prescribed by a participating physician and determined to be medically necessary, up to 100 visits in a calendar year

none Skilled nursing facility, semi-private room and board, when medically necessary and arranged by a primary care physician, including drugs and prescribed ancillary services, up to 100 days per calendar year

50%\* Hearing Aids: includes one standard device per ear every 36 months (\$2,000 benefit maximum)\*\*

\$20 per visit Habilitation services

\$20 per visit Outpatient rehabilitative services, including:

- Physical therapy, speech therapy and occupational therapy, when authorized in advance by WHA and determined to be medically necessary
- Respiratory therapy, cardiac therapy and pulmonary therapy, when authorized in advance by WHA and determined to be medically necessary and to lead to continued improvement

\$250 per admission Inpatient rehabilitation

Acupuncture and chiropractic services, provided through Landmark Healthplan of California, Inc., when determined to be medically necessary, no PCP referral required — NOTE: 24 visits per year maximum (chiropractic and acupuncture combined)

\$20 per visit • Acupuncture

\$20 per visit\*\* • Chiropractic care

50%\* Infertility testing and treatment services, including drugs provided\*\*

none Diabetic supplies

\* Percentage copayment amounts are based on WHA's contracted rates with the provider of service.

\*\* Copayments do not contribute to the out-of-pocket maximum.

\*\*\* Transgender surgery and services related to the surgery require prior authorization by WHA.

# NOTICE OF LANGUAGE ASSISTANCE

## ENGLISH

If you, or someone you're helping, have questions about Western Health Advantage, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 888.563.2250 or TTY 888.877.5378.

## SPANISH

Si usted, o alguien a quien usted está ayudando, tiene preguntas acerca de Western Health Advantage, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al 888.563.2250, o al TTY 888.877.5378 si tiene dificultades auditivas.

## CHINESE

如果您，或是您正在協助的對象，有關於Western Health Advantage方面的問題，您有權利免費以您的母語得到幫助和訊息。洽詢一位翻譯員，請撥電話888.563.2250或聽障人士專線(TTY) 888.877.5378。

## VIETNAMESE

Nếu quý vị, hay người mà quý vị đang giúp đỡ, có câu hỏi về Western Health Advantage, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số 888.563.2250, hoặc gọi đường dây TTY dành cho người khiếm thính tại số 888.877.5378.

## TAGALOG

Kung ikaw, o ang iyong tinutulangan, ay may mga katanungan tungkol sa Western Health Advantage, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa 888.563.2250 o TTY para sa may kapansanan sa pandinig sa 888.877.5378.

## KOREAN

만약 귀하 또는 귀하가 돕고 있는 어떤 사람이 Western Health Advantage에 관해서 질문이 있다면 귀하는 그러한 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 그렇게 통역사와 얘기하기 위해서는 888.563.2250이나 청각 장애인용 TTY 888.877.5378로 연락하십시오.

## ARMENIAN

Եթե Դուք կամ Ձեր կողմից օգնություն ստացող անձը հարցեր ունի Western Health Advantage-ի մասին, Դուք իրավունք ունեք անվճար օգնություն և տեղեկություններ ստանալու Ձեր նախընտրած լեզվով: Թարգմանչի հետ խոսելու համար զանգահարե՛ք 888.563.2250 համարով կամ TTY 888.877.5378 լսողության հետ խնդիրներ ունեցողների համար:

## PERSIAN-FARSI

اگر شما، یا کسی که شما به او کمک میکنید، سوال در مورد Western Health Advantage (وسترن هلث آدنوتیج) داشته باشید حق این را دارید که کمک و اطلاعات به زبان خود را به طور رایگان دریافت نمایید. لطفاً با شماره تلفن 888.563.2250 تماس بگیرید. افراد ناشنوا می توانند به شماره 888.877.5378 پیام تاپیی ارسال کنند.

**RUSSIAN**

Если у вас или лица, которому вы помогаете, имеются вопросы по поводу Western Health Advantage, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по телефону 888.563.2250 или воспользуйтесь линией TTY для лиц с нарушениями слуха по номеру 888.877.5378.

**JAPANESE**

ご本人様、またはお客様の身の回りの方でも、Western Health Advantageについてご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合、888.563.2250までお電話ください。聴覚障がい者用TTYをご利用の場合は、888.877.5378までお電話ください。

**ARABIC**

إن كان لديك أو لدى شخص تساعد أسئلة بخصوص Western Health Advantage، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك من دون أية تكلفة. للتحدث مع مترجم اتصل بـ 888.563.2250، أو برقم الهاتف النصي (TTY) لضعاف السمع 888.877.5378.

**PUNJABI**

ਜੇਕਰ ਤੁਸੀਂ, ਜਾਂ ਜਿਸ ਕਿਸੇ ਦੀ ਤੁਸੀਂ ਮਦਦ ਕਰ ਰਹੇ ਹੋ, ਦੇ Western Health Advantage ਬਾਰੇ ਸਵਾਲ ਹਨ ਤਾਂ, ਤੁਹਾਨੂੰ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿੱਚ ਮਦਦ ਅਤੇ ਜਾਣਕਾਰੀ ਹਾਸਲ ਕਰਨ ਦਾ ਅਧਿਕਾਰ ਹੈ। ਦੁਆਰਾ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ, 888.563.2250 'ਤੇ ਜਾਂ ਪੂਰੀ ਤਰ੍ਹਾਂ ਸੁਣਨ ਵਿੱਚ ਅਸਮਰਥ ਟੀਟੀਵਾਈ ਲਈ 888.877.5378 'ਤੇ ਕਾਲ ਕਰੋ।

**CAMBODIAN-MON-KHMER**

ប្រសិនបើអ្នក ឬនរណាម្នាក់ដែលកំពុងជួយអ្នក មានសំណួរអំពី Western Health Advantage ទេ, អ្នកមានសិទ្ធិទទួលបាននូវយន្តការសេរីសេរី

នៅក្នុងភាសារបស់អ្នក ដោយមិនអស់ប្រាក់។ ដើម្បីនិយាយជាមួយអ្នកបកប្រែ សូមទូរស័ព្ទ 888.563.2250 ឬ TTY សម្រាប់អ្នកត្រចៀកឆ្ងន់ តាមលេខ 888.877.5378។

**HMONG**

Yog koj, los yog tej tus neeg uas koj pab ntawd, muaj lus nug txog Western Health Advantage, koj muaj cai kom lawv muab cov ntshiab lus qhia uas tau muab sau ua koj hom lus pub dawb rau koj. Yog koj xav nrog ib tug neeg txhais lus tham, hu rau 888.563.2250 los sis TTY rau cov neeg uas tsis hnov lus zoo nyob ntawm 888.877.5378.

**HINDI**

यदि आप, या जिस किसी की आप मदद कर रहे हो, के Western Health Advantage के बारे में प्रश्न हैं तो, आपको अपनी भाषा में मदद तथा जानकारी प्राप्त करने का अधिकार है। दुआशिए के साथ बात करने के लिए, 888.563.2250 पर या पूरी तरह श्रवण में असमर्थ टीटीवाई के लिए 888.877.5378 पर कॉल करो।

**THAI**

หากคุณ หรือคนที่กำลังช่วยเหลือนี้อาจมีคำถามเกี่ยวกับ Western Health Advantage คุณมีสิทธิที่จะได้รับความช่วยเหลือและข้อมูลในภาษาของคุณได้โดยไม่มีค่าใช้จ่าย เพื่อพูดคุยกับล่าม โทร 888.563.2250 หรือใช้TTY สำหรับคนหูหนวกโดยโทร 888.877.5378

# PRIVACY NOTICE

## Western Health Advantage ("WHA") Notice of Privacy Practices ("Notice")

### Notice of Privacy Practices for the Use and Disclosure of Protected Health Information (PHI)

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY.**

WHA is required by law to maintain the privacy of your health information and to provide you this Notice about our legal duties and privacy practices. We must follow the practices described in this Notice while it is in effect. This Notice takes effect January 1, 2018, and will remain in effect until we replace or modify it.

### Protecting Your Privacy

At WHA, we understand the importance of keeping your health information confidential and we are committed to using your health information consistent with State and Federal law. WHA protects your electronic, written and oral health information throughout our organization.

### Protected Health Information (PHI)

For the purposes of this Notice, "health information" or "information" refers to Protected Health Information. Protected Health Information is defined as information that identifies who you are and relates to your past, present, or future physical or mental health or condition, the provision of health care, or payment for health care. The information we receive, use and share includes, but is not limited to:

- Your name, address and other demographic information
- Personal information about your circumstances (example: medical information for purposes of diagnosis or treatment with or from physicians, nurses and facilities)
- Your past, present or future physical or mental health condition, the provision of health care to you and the past, present and future payment for the provision of health care; and your mental and physical medical history.

### Your Rights

**When it comes to your health information, you have certain rights.** This section explains your rights and some of our responsibilities to help you.

### Get a copy of health and claims records

- You can ask to see or get a copy of your health and claims records and other health information we have about you, except psychotherapy notes, information to be used in a lawsuit or administrative proceedings, and certain information subject to the Clinical Laboratory Improvement Amendments (example: anonymously submitted test orders). You can ask us how to do this.
- We will provide a copy or, upon your request, a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

### Ask us to correct health and claims records

- You can ask us to correct your health and claims records if you think they are incorrect or incomplete. You can ask us how to do this.
- We may say "no" to your request, but we will tell you why in writing within 60 days.

### Request confidential communications

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests, and will say "yes" if you tell us you would be in danger if we do not.

### Ask us to limit what we use or share

- You can ask us **not** to use or share certain health information for treatment, payment, or our operations.
- We are not required to agree to your request, and we may say "no" if it would affect your care.

### Get a list of those with whom we have shared information

- You can ask for a list (accounting) of the times we've shared your health information for six years prior to the date you ask, who we shared it with, and why.
- We will include all the disclosures except for those about treatment, payment, and health care operations, and certain other disclosures (such as any you asked us to make). We'll provide one accounting a year for free but will charge a reasonable, cost-based fee if you ask for another one within 12 months.

## Get a copy of this Privacy Notice

- You can ask for a paper copy of this Notice at any time, even if you have agreed to receive the notice electronically. We will provide you with a paper copy promptly. Contact WHA Member Services **at one of the numbers listed below**. You can also find this notice on our website at: [westernhealth.com](http://westernhealth.com).

## Choose someone to act for you

- If you have given someone power of attorney or if someone is your legal guardian or personal representative, that person can exercise your rights and make choices about your health information.
- We will make sure the person has authority to act for you before we take any action.

## File a complaint if you feel your rights are violated

- You can complain if you feel we have violated your rights by contacting us using the information listed at the end of this notice.
- You can also file a complaint with the federal government, by writing or calling or online, using the information listed at the end of this notice.
- We will not retaliate against you for filing a complaint.

## Your Choices

**For certain health information, you can tell us your choices about what we share.** If you have a clear preference for how we share your information in the situations described below, contact us. Tell us what you want us to do, and we will follow your instructions.

In these cases, you have both the right and choice to authorize us to:

- Share information with your family, close friends, or others involved in payment for your care
- Share information in a disaster relief situation

*If you are not able to tell us your preference, for example if you are unconscious, we may go ahead and share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health or safety.*

In all situations other than those described in the next section, we will ask for your written authorization before using or disclosing personal information about you. For example, we will get your authorization for:

- Marketing purposes
- Sale of your information

In the case of sensitive information, like HIV test results or psychotherapy notes, your written authorization will be secured in most situations.

## Our Uses and Disclosures

We must disclose your PHI:

- To you or your personal representative; and
- To the Secretary of the Department of Health and Human Services, if necessary, to make sure your privacy is protected.

You have the right to authorize or deny the release of PHI for purposes beyond treatment, payment, and health care operations. We may use and disclose your health information without your authorization as permitted or required by Federal, State, or local law. In instances where your health information is not used for such purposes, we would secure your written authorization prior to sharing it.

## How do we typically use or share your health information?

### Help manage the health care treatment you receive

We can use your health information and share it with professionals who are treating you.

*Example: A doctor sends us information about your diagnosis and treatment plan so we can arrange additional services.*

### Run our organization

- We can use and disclose your information to run our organization and contact you when necessary.
- We are not allowed to use genetic information to decide whether we will give you coverage and the price of that coverage.
- We can send you communications regarding our fundraising activities. You have the right to choose not to receive such communications.

*Example: We use health information about you to develop better services, including member satisfaction surveys, compliance and regulatory activities, and grievance and appeals activities.*

### Pay for your health services

We can use and disclose your health information as we pay for your health services.

*Example: We share information about you with a hospital or other health care provider to coordinate payment for health services provided to you. We may also provide information to the subscriber of a family policy or another individual for the purpose of*

handling or understanding medical bills, managing claims, reconciling your deductibles or out of pocket maximum payments.

### **Administer your plan**

We may disclose your health information to your health plan sponsor for plan administration.

*Example: Your company/employer contracts with us to provide a health plan, and we provide your company/employer with certain information (excluding medical information) to explain the premiums we charge.*

### **How else can we use or share your health information?**

We are allowed or required to share your information, without your written authorization, in other ways, usually in ways that contribute to the public good, such as public health and research. We have to meet many conditions in the law before we can share your information for these purposes.

### **Help with public health and safety issues**

We can share health information about you for certain situations such as:

- Preventing disease
- Helping with product recalls
- Reporting adverse reactions to medications
- Reporting suspected abuse, neglect, or domestic violence
- Preventing or reducing a serious threat to anyone's health or safety
- Disaster relief

### **Do research**

We can use or share your information for health research.

### **Comply with the law**

We will share information about you if State or Federal laws require it, including with the Department of Health and Human Services if it wants to see that we're complying with Federal privacy law.

### **Respond to organ and tissue donation requests and work with a medical examiner or funeral director**

- We can share health information about you with organ procurement organizations.

- We can share health information with a coroner, medical examiner, or funeral director, or forensic pathologist when an individual dies.

### **Address workers' compensation, law enforcement, and other government requests**

We can use or share health information about you:

- For workers' compensation claims
- For law enforcement purposes or with a law enforcement official
- With health oversight agencies for activities authorized by law such as licensing and quality of care
- For special government functions such as military, national security, and presidential protective services

### **Respond to lawsuits and legal actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena.

For more information see:

[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/index.html)

### **Our Responsibilities**

- We are required by law to maintain the privacy and security of your protected health information.
- We will let you know promptly if a breach occurs that may have compromised the privacy or security of your information.
- We must follow the duties and privacy practices described in this Notice and give you a copy of it.
- We will not use or share your information other than as described here unless you authorize us in writing. If you tell us we can, you may change your mind at any time. Let us know in writing if you change your mind.

As part of normal business, WHA shares your information with contracted providers (e.g. medical groups, hospitals, pharmacy benefit management companies, social service providers, etc.) or business associates that perform functions on our behalf. In all cases where your PHI is shared with providers, plan sponsors and business associates, we have a written contract that contains language designed to protect the privacy of your health information. All of these entities are required to keep your health information confidential and protect the privacy of your information in accordance with State and Federal laws.

For more information see:  
[www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html](http://www.hhs.gov/ocr/privacy/hipaa/understanding/consumers/noticepp.html).

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**\*\*\*IMPORTANT\*\*\***

**WHA does not have complete copies of your medical records. If you want to look at, get a copy of, or change your medical records, please contact your doctor or medical group.**

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### Changes to the Terms of this Notice

We can change the terms of this Notice, and the changes will apply to all information we have about you. The new Notice will be available on our web site at [westernhealth.com](http://westernhealth.com), or upon request, we will mail a copy to you.

This Notice is effective January 1, 2018 and remains in effect until changed.

### If you want to file a Complaint

#### You can write to us at:

Western Health Advantage  
Attention: Privacy Complaints  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

#### You can also call or email us at:

916.563.2252 or 888.563.2252 or  
TDD/TTY 888.877.5378  
[privacy@westernhealth.com](mailto:privacy@westernhealth.com)

### For Complaints to the Federal Government

Go to the web address below or call or write to:

U.S. Department of Health and Human Services  
Office for Civil Rights  
200 Independence Avenue, S.W.  
Washington, D.C. 20201  
877.696.6775  
[www.hhs.gov/ocr/privacy/hipaa/complaints/](http://www.hhs.gov/ocr/privacy/hipaa/complaints/)

### Confidentiality of Medical Records

A STATEMENT DESCRIBING WHA'S POLICIES AND PROCEDURES FOR PRESERVING THE CONFIDENTIALITY OF MEDICAL RECORDS IS AVAILABLE AND WILL BE FURNISHED TO YOU UPON REQUEST.

## INTRODUCTION

We at WHA are pleased that you have chosen our health plan for your medical needs. The information in this Combined Evidence of Coverage and Disclosure Form (EOC/DF) was designed for you as a new Member to familiarize you with WHA. It describes the Medical Services available to you and explains how you can obtain treatment. If you want to be sure you have the latest version of the EOC/DF, go to [westernhealth.com](http://westernhealth.com) and sign in through Personal Access to see plan materials for your coverage.

Please read this EOC/DF completely and carefully and keep it handy for reference while you are receiving Medical Services through WHA. It will help you understand how to get the care you need.

**This EOC/DF constitutes only a summary of the group health plan. The Group Service Agreement between WHA and your employer that has sponsored your participation in this health plan must be consulted to determine governing contractual provisions as to the exact terms and conditions of coverage. You may request to see the Group Service Agreement from your employer. An applicant has the right to view the EOC/DF prior to enrollment. You may request a copy of the EOC/DF directly from the plan by calling one of the numbers listed below.**

By enrolling or accepting services under this health plan, Members are obligated to understand and abide by all terms, conditions and provisions of the Group Service Agreement and this EOC/DF.

This EOC/DF, the Group Service Agreement and benefits are subject to amendment in accordance with the provisions of the Group Service Agreement without the consent or concurrence of Members.

This EOC/DF and the provisions within it are subject to regulatory approval by the Department of Managed Health Care. Modifications of any provisions of this document to conform to any issue raised by the Department of Managed Health Care shall be effective upon notice to the employer; shall not invalidate or alter any other provisions; and shall not give rise to any termination rights other than as provided in this EOC/DF.

Members are obligated to inform WHA's Member Services Department of any change in residence and any circumstance which may affect entitlement to coverage or eligibility under this health plan, such as Medicare eligibility. Members must also immediately disclose to WHA's Member Services Department whether they are or became covered under another group health plan, have filed a Workers' Compensation claim, were injured by a third party, or have received a recovery as described in this EOC/DF.

If you have any questions after reading this EOC/DF or at any other time, please contact Member Services at one of the numbers listed below.

WHA is committed to providing language assistance to Members whose primary language is not English. Qualified interpreters are available at no cost to help you talk with WHA or your doctor's office.

To get help in your language, please call Member Services at the phone numbers below.

Written information, including this EOC/DF and other vital documents, is available in Spanish. Call Member Services to request Spanish-language versions of WHA vital documents.

*WHA está comprometido a brindarles asistencia a aquellos miembros cuyo idioma principal no sea el inglés. Tenemos intérpretes calificados sin costo alguno que le pueden ayudar a comunicarse con WHA o con el consultorio de su médico.*

*Para ayuda en su idioma, por favor llame a Servicios para Miembros a los números enlistados abajo.*

*Información escrita, incluyendo este EOC/DF y otros documentos esenciales, está disponible en español. Llame al Departamento de Servicios para Miembros para solicitar versiones en español de los documentos esenciales de WHA.*

Thank you for choosing Western Health Advantage.

## Choice of Physicians and Other Providers

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

As a Member of WHA, you have access to a large network of Participating Providers from which to choose your Primary Care Physician (PCP). These providers are conveniently located throughout the WHA Service Area.

All non-Emergency Care must be accessed through your PCP, with the exception of obstetrical and gynecological services and annual vision exams, which may be obtained through direct access without a referral. Your PCP is responsible for coordinating health care you receive from specialists and other medical providers. Referral requirements will be described later in this EOC/DF.

**Some hospitals and other providers do not provide one or more of the following services that may be covered under your EOC/DF and that you or your Family Member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; abortion; or transgender services. You should obtain**

**more information before you enroll. Call your prospective doctor, Medical Group, independent practice association or clinic, or call WHA's Member Services Department at one of the numbers listed below to ensure that you can obtain the health care services that you need.**

WHA Participating Providers include a wide selection of PCPs, specialists, hospitals, laboratories, pharmacies, ambulance services, skilled nursing facilities, home health agencies, and other ancillary care services. You will be provided with a copy of WHA's Provider Directory, which at the time it was printed and sent was current. However, this list is updated so changes may have occurred that could affect your Physician choices. WHA provides printed Provider Directories on demand. If you need another copy of the directory, contact Member Services at one of the numbers listed below, or by email, or in writing. To view our online Provider Directory, WHA's website address is [westernhealth.com](http://westernhealth.com).

**Note:** UC medical students must choose a PCP affiliated with UC Davis Medical Group.

## Liability of Member for Payment

### Your Liability for Payment

Our contracts with our Contracted Medical Groups provide that you are not liable for any amounts we owe. However, you may be liable for the cost of non-Covered Services or for services you obtain from non-Participating Providers.

Please refer to the section in this EOC/DF titled "Financial Considerations" for further information.

### Emergency Services

**Whether provided by Participating or non-Participating Providers, WHA covers your emergency services, and your only liability is the applicable copayment and/or deductible.**

## Participating Providers

All non-Urgent Care and non-Emergency Care must be provided by your PCP, his/her on-call Physician or a Participating Provider referred by your PCP, with the exception of obstetrical and gynecological services and your annual eye exam, which may be obtained through direct access without a referral. Except as described above or when authorized in advance as described under "How to Use WHA", "Prior Authorization", WHA will not be liable for costs incurred if you seek care from a provider other than your PCP or a Participating Physician to whom your PCP referred you for Covered Services. WHA's contract agreements with Participating Providers state that you, the Member, are not liable for payment for Covered Services, except for required Copayments.



Copayments are fees that you pay to providers at the time of service. For services that are not Medically Necessary Covered Services, if the Provider has advised you as such in advance, in writing of such non-coverage and you still agree to receive the services, then you will be financially responsible. (See "Definitions" for Provider Reimbursement.)

## Non-Participating Providers

Any coverage for services provided by a Physician or other health care provider who is not a Participating Provider requires written Prior Authorization before the service is obtained, except in Medically Necessary Emergency Care situations and Medically Necessary Urgent Care situations that arise outside WHA's Service Area. If you receive services from a non-Participating Provider without first obtaining Prior Authorization from WHA or your Medical Group, you will be liable to pay the non-Participating Provider for the services you receive.

## HOW TO USE WHA

### Selecting Your Primary Care Physician

When you enroll in WHA, you must select a Primary Care Physician (PCP) from one of WHA's Medical Groups for yourself and each of your covered Family Members. Each new Member should select a PCP close enough to his or her home or place of work to allow reasonable access to care. You may designate a different PCP for each Member if you wish. Your PCP is responsible for coordinating your health care by either direct treatment or referral to a participating specialist. All non-Urgent Care or non-Emergency Care should be received from your PCP or other Participating Provider as referred by your PCP.

You may choose any PCP within the WHA network, as long as that PCP is accepting new patients. If we have not received a PCP selection from you, WHA will assign a PCP to you.

The types of PCPs you can choose include:

- pediatricians and pediatric subspecialists (for children)\*;
- family practice physicians;
- internal medicine physicians (some have a minimum age limit)\*;
- general practice physicians; and
- obstetrician/gynecologists\*.

**\*Note:** Not all internal medicine physicians, pediatricians, pediatric subspecialists and

obstetrician/gynecologists are designated PCPs. Some may practice only as Specialist Physicians. Refer to the WHA Provider Directory or go to [westernhealth.com](http://westernhealth.com) and click on "For Members" and "Search our Provider Directory" for a list of PCPs in your preferred specialty.

If you have never been seen by the PCP you choose, please call his/her office before designating him/her as your PCP. Not only are some practices temporarily closed because they are full, but this also gives the office the opportunity to explain any new patient requirements. The name of your PCP will appear on your WHA identification card.

For information on how to select a PCP, and for a list of the participating PCPs, call Member Services or go to [westernhealth.com](http://westernhealth.com) and search our online Provider Directory.

**Note:** Regardless of which Medical Group your PCP is affiliated with, you may be able to receive services from participating specialists in other Medical Groups / IPAs. See "Advantage Referral" below.

Your Medical Group may have rules that require Members in certain areas or assigned to certain PCPs to obtain some ancillary services, such as physical therapy or other services, from particular providers or facilities. For example, selecting a PCP from UC Davis Medical Group does not assure that a Member would have access to UC Davis physical therapy clinics.

### Changing Your Primary Care Physician

Since your PCP coordinates all your covered care, it is important that you are completely satisfied with your relationship with him or her. If you want to choose a different PCP, call Member Services before your scheduled appointment. Member Services will ask you for the name of the Physician and your reason for changing. Note: Generally, Members aged 18 and older are responsible for submitting their own PCP change requests (another adult family member cannot submit the request on their behalf).

Once a new PCP has been assigned to you, WHA will issue a new ID card confirming the Physician's name. The effective date is the first day of the month following notification. You must wait until the effective date before seeking care from your new PCP, or the services may not be covered.

### Transferring to another Primary Care Provider or Medical Group

Any individual Member may change PCPs or Medical Groups/IPAs as described in this EOC/DF. You may transfer from one to another as follows:

- If your requested PCP is in the same Medical Group as your existing PCP, you may request to transfer to your new PCP effective the first of the following month;
- If your requested PCP is in a different Medical Group than your existing PCP, you may request to transfer to the new PCP effective the first of the following month unless you are confined to a Hospital, in your final trimester of pregnancy, in a surgery follow-up period and not yet released by the surgeon, or receiving treatment for an acute illness or injury and the treatment is not complete;
- If you were “auto-assigned” to a PCP and you notify WHA within 45 days of your effective date that you wish to be assigned to a PCP with whom you have a current doctor-patient relationship, and you have not received any services from the auto-assigned Medical Group, you may request to be assigned to the new PCP retroactively to your effective date; or
- When deemed necessary by WHA.

## Referrals to Participating Specialists

While your PCP will treat most of your health care needs, if your PCP determines that you require specialty care, your PCP will refer you to an appropriate provider.

If medically appropriate, your PCP will provide a written referral to a selected Participating specialist. Please remember that if you receive care from a participating specialist without first receiving a referral (or if you see a non-participating specialist without Prior Authorization - see “Prior Authorization” below), you may be liable for the cost of those services. You will receive a notification of the details of your referral to a participating specialist and the number of visits as ordered by your Physician. You need to bring this referral form to your appointment. If you receive a same-day appointment, the specialist will receive verbal or fax authorization, which is sufficient along with your ID card.

OB/GYN services for women and annual eye exams are included in the Advantage Referral program and do not require a PCP referral or Prior Authorization, as long as the provider is listed in the WHA Provider Directory.

If you have a certain Life-Threatening, degenerative or disabling condition or disease requiring specialized medical care over a prolonged period of time, including HIV or AIDS, you may be allowed a standing referral. A standing referral is a referral for more than one visit, to a specialist or “specialty care center” that has demonstrated expertise in treating a medical condition or disease involving a complicated treatment regimen that requires ongoing monitoring. Those specialists designated as having expertise in treating HIV or AIDS

are designated with a ‡ in our Provider Directory under their licensed specialty.

## Services that Do Not Require A Referral

WHA wants to make it easier for you to receive the right care, at the right time, and in the right place—with the best services available. The following services, when obtained from a participating provider, do not require a referral from your PCP:

- On-call Physician Services: The on-call physician for your PCP can provide care in place of your physician.
- Behavioral/Mental Health Services: See the back of your WHA ID card for the telephone number for your mental health benefits provider or visit [mywha.org/bh](http://mywha.org/bh).
- Gynecology Examination/Obstetrical Services
- Vision: An annual eye exam (when covered)
- Emergency Care: If you are in an emergency situation, call 911 or go to the nearest hospital emergency room. Notify your PCP the next business day or as soon as possible.
- Urgent Care: When an urgent care situation arises while you are in WHA’s Service Area, call your PCP at any time of the day, including evenings and weekends.
- Acupuncture and chiropractic services when determined to be medically necessary.

WHA also offers all members access to California-licensed, registered nurses through Nurse24. Screening, triage, and health education services are available 24 hours a day, 7 days a week. Use Nurse24 to help answer questions about a medical problem you may have, including:

- Caring for minor injuries and illnesses at home
- Seeking the most appropriate help based on the medical concern, including help for behavioral health concerns
- Identifying and addressing emergency medical concerns

## Prior Authorization

Certain Covered Services require Prior Authorization by WHA or its Medical Group in order to be covered. Your PCP must contact the participating Medical Group with which your PCP is affiliated or, in some cases, WHA to request the service or supply be approved for coverage before it is rendered. If Prior Authorization is not obtained, you may be liable for the payment of services or supplies. Requests for Prior Authorization will be denied if the requested services are not Medically

Necessary as determined by WHA or the Medical Group, or are requested with a non-Participating Provider and a Participating Provider is available to supply Medically Necessary services for the Member.

Prior Authorization is required for:

- Services from non-Participating Providers except in Urgent Care situations arising outside WHA's Service Area or Emergency situations. For example, a Covered Service may be Medically Necessary but not available from Participating Providers, or a Participating Specialist, acupuncturist or chiropractor may not be geographically accessible to a member. Then, your Physician must obtain Prior Authorization from WHA or its delegated Medical Group before you receive services from a non-Participating Provider;
- Care with a Specialist Physician that extends beyond an initial number of visits or treatments;
- Physical therapy, speech therapy and occupational therapy;
- Rehabilitative services (cardiac, respiratory, pulmonary);
- All hospitalizations;
- All surgeries;
- Non-emergent medical transport or ambulance care;
- Second medical opinions;
- Some prescription medications (if prescriptions are covered under your plan, prescription medication prior authorization requests are completed within 72 hours for routine requests and 24 hours for urgent requests);
- All infertility services (if infertility services are covered under your plan);
- Scheduled tests and procedures;
- Other services if your Medical Group requires Prior Authorization (ask your PCP); and
- Transgender surgery and related inpatient and outpatient treatments or services.

Requests for Prior Authorization will be authorized or denied within a timeframe appropriate to the nature of the Member's condition. In non-Urgent situations, a decision will be made within five (5) business days of WHA's or the Medical Group's receipt of the information requested that is reasonably necessary to make the decision. A request for Prior Authorization by a Member, a practitioner on behalf of the Member or a representative for the Member will be reviewed and determined within seventy-two hours of receipt if a later determination could be detrimental to the life or health of the Member, or could jeopardize the Member's ability

to regain maximum function, or in the opinion of a physician with knowledge of the Member's medical condition, would subject the claimant to severe pain that cannot be adequately managed without the care or treatment that was requested. If the request for Prior Authorization does not include adequate information for WHA or the Medical Group to make a decision, WHA or the Medical Group will notify the Member and the Provider requesting the Authorization of the needed information and the anticipated date on which a decision may be rendered. Any Prior Authorization is conditioned upon the Member being enrolled at the time the Covered Services are received. If the Member is not properly enrolled or if coverage has ended at the time the services are received, the Member will be responsible for the cost of the services.

Your WHA ID card lets your provider know that you are a WHA Member and that certain services will require Prior Authorization. If you do not present your ID card each time you receive services, he/she may fail to obtain Prior Authorization when needed, and you could be responsible for the resulting Charges. Your Physician will receive written notice of authorized or denied services and you will be notified of any denials. If Prior Authorization is not received when required, you may be responsible for paying all the Charges. Please direct your questions about Prior Authorization to your PCP.

## Second Medical Opinions

A Member may request a second medical opinion regarding any diagnosis and/or any prescribed medical procedure. Members may choose any WHA Participating Provider of the appropriate specialty to render the opinion. All opinions performed by non-Participating Providers require Prior Authorization from WHA or its delegated Medical Group.

All requests for second medical opinions should be directed to the Member's PCP. Members may also contact WHA's Member Services Department at one of the numbers listed below for assistance or for additional information regarding second opinion procedures. Decisions regarding second medical opinions will be authorized or denied within the following timelines:

- Urgent/emergent conditions – within one (1) working day
- Expedited condition – within seventy-two (72) hours
- Elective conditions – within five (5) working days

## Urgent Care and Emergency Care

WHA covers you for Urgent Care and Emergency Care services wherever you are in the world. Please note that emergency room visits are not covered for non-Emergency situations. (See the "Definitions" section of this booklet for explanation of Urgent Care and

Emergency Care.) See the Copayment Summary for the applicable Copayments for emergency room visits and Urgent Care facility visits.

If Emergency Care is obtained from a non-Participating Provider, WHA will reimburse the provider for Covered Medical Services received for Emergency situations, less the applicable Copayment.

If an Urgent Care situation arises while you are outside of WHA's Service Area, WHA will reimburse a non-Participating Provider for Covered Medical Services to treat the Urgent Care situation, less the applicable Copayment. If you have an Urgent Care situation in WHA's Service Area, you must contact your PCP's office for direction about where to go for Urgent Care treatment within the contracted network.

If an **Emergency** situation arises whether you are in WHA's Service Area or outside of the Service Area, call "911" immediately or go directly to the nearest hospital emergency room. If an **Urgent Care** situation arises while you are in WHA's Service Area, call your PCP. You can call your doctor at any time of the day, including evenings and weekends or call WHA's Nurse Advice Line at 877.793.3655. Explain your condition to your doctor, the Physician on call at your doctor's office, or the nurse on the Nurse Advice Line and he/she will advise you. In the event you are not able to reach your Physician or the Nurse Advice Line, you may go to an Urgent Care facility affiliated with your Medical Group. For more information about the Nurse Advice Line, please see "Principal Benefits and Covered Services", "Other Health Services."

If you are hospitalized at a non-participating facility because of an Emergency, WHA must be notified within twenty-four (24) hours or as soon as possible. This telephone call is extremely important. If you are unable to make the call, have someone else make it for you, such as a family member, friend, or hospital staff member. WHA will work with the hospital and Physicians coordinating your care, make appropriate payment provisions and, if possible, arrange for your transfer back to a Participating Hospital.

## Post-Stabilization Care

Once your Emergency Medical Condition is stabilized, your treating health care provider at the hospital emergency room may believe that you require additional post-stabilization services prior to your being safely discharged. If the hospital is a non-Participating Hospital, the hospital will contact your assigned Contracted Medical Group or WHA to obtain timely Prior Authorization for these post-stabilization services. If WHA or its Contracted Medical Group determines that you may be safely transferred to a Participating Hospital and you refuse to consent to the transfer, you will be financially responsible for 100% of the cost of services

provided to you at the non-Participating Hospital after your Emergency Medical Condition is stable. Also, if the non-Participating Hospital is unable to determine your name and WHA contact information in order to request Prior Authorization for post-stabilization services, it may lawfully bill you for such services. If you feel that you were improperly billed for services that you received from a non-Participating Hospital, please contact WHA Member Services.

## Follow-Up Care

Follow-up care after an emergency room visit is not considered an Emergency situation. If you receive Emergency treatment from an emergency room Physician or non-Participating Physician and you return to the emergency room or Physician for follow-up care (for example, removal of stitches or redressing a wound), you will be responsible for the cost of the service.

Call your PCP for all follow-up care. If your health problem requires a specialist, your PCP will refer you to an appropriate Participating Provider as needed.

## Timely Access to Care

Health plans in California must meet timelines for providing care and services to members seeking treatment. The Timely Access Regulations set specific standards for patients to obtain a medical appointment in certain situations. The standards are shown in the chart on the following page.

## Exceptions to the Appointment Availability Standards

**Preventive Care Services and Periodic Follow Up Care:** Preventive care services and periodic follow up care are not subject to the appointment availability standards. These services may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of his or her practice. Periodic follow-up care includes but is not limited to, standing referrals to specialists for chronic conditions, periodic office visits to monitor and treat pregnancy, cardiac or mental health conditions, and laboratory and radiological monitoring for recurrence of disease.

**Extending Appointment Waiting Time:** The applicable waiting time for a particular appointment may be extended if the referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, acting within the scope of his or her practice and consistent with professionally recognized standards of practice, has determined and noted in the relevant record that a longer waiting time

will not have a detrimental impact on the health of the patient.

**Advanced Access:** The primary care appointment availability standard in the chart may be met if the primary care physician (PCP) office provides "advanced access." "Advanced access" means offering an appointment to a patient with a primary care physician (or nurse practitioner or physician's assistant) within the same or next business day from the time an appointment is requested (or a later date if the patient prefers not to accept the appointment offered within the same or next business day).

**If You Need Help Obtaining Timely Care**

If you need help obtaining timely care:

- First, contact your PCP or the referring provider for assistance. They may secure an appointment or find another provider that can see you sooner. Your provider may also decide that a longer waiting time will not be detrimental to your health.
- If your provider is not able to assist, contact WHA's Member Services.

**Cultural and Linguistic Services**

WHA and our providers support your right to obtain accessible health care. If you have needs with regard to your culture, language, or a disability, please contact your physician's office first or call WHA's Member Services.

If you need assistance in a language other than English, your doctor's office and WHA offers interpretation services in many languages, including Spanish and American Sign Language—let your physician's office know when you call for an appointment. View the Notice of Language Assistance for more information and assistance from Member Services. The deaf and hard of hearing may use their provider's or WHA's TTY line at 800.877.8793.

Interpreter services are also available upon request. Call 877.793.3655 or visit [mywha.org/healthsupport](http://mywha.org/healthsupport) to chat with a nurse or to send a secure email. Additional information about access to care and how to obtain a referral or prior authorization is available at [mywha.org/planbasics](http://mywha.org/planbasics) and your EOC.

Interpreter services are also available upon request. Call 877.793.3655 or visit [mywha.org/healthsupport](http://mywha.org/healthsupport) to chat with a nurse or to send a secure email.

Request for Care	Routine	Urgent	Elapsed Time Standard
Visit for primary care	✓		10 business days
		✓	48 hours
Referral for visit to medical or behavioral health specialist	✓		15 business days
		✓	48 hours if no prior authorization required
		✓	96 hours prior authorization required
Visit with non-physician behavioral health provider	✓		10 business days
Ancillary services (such as lab tests and x-rays) for diagnosis or treatment of injury, illness or other health condition.	✓		15 business days
Telephone triage and screening services with a health professional.*	✓	✓	Waiting time cannot exceed 30 minutes
Speaking with a WHA member service representative by phone during normal business hours.	✓	✓	Waiting time cannot exceed 10 minutes
*WHA members can reach the Nurse24 nurse advice line 24 hours per day, 7 days per week, 365 days per year by calling 877.793.3655 toll-free or 800.877.8793 TTY.			

## Provider Network Adequacy

WHA will ensure the provider network is in sufficient numbers to assure that all Covered Services are accessible without unreasonable delay, which includes access to Emergency Services twenty-four (24) hours a day, seven (7) days per week.

## Direct Access to Qualified Specialists for Women's Health Services

WHA provides women direct access to Participating Providers – gynecologists, obstetricians, certified nurse midwives, and other qualified health care practitioners. You do not need prior authorization from WHA or any other person, including your PCP, in order to obtain access to an OB/GYN who is a Participating Provider. The Participating Provider may be required to comply with certain procedures, including obtaining Prior Authorization for certain services, following a pre-approved treatment plan or following procedures for making referrals. For a list of Participating Providers who are OB/GYNs, please call Member Services or go to [westernhealth.com](http://westernhealth.com) and search our online Provider Directory.

## Access to Specialists

Members with complex or serious medical conditions who require frequent specialty care can arrange for direct access to a network specialist. To ensure continuity of care, WHA has processes in place which provide for ongoing authorizations and/or referrals to a particular specialist for a chronic or serious medical condition for up to a year at a time, if applicable.

## Transition of Care and Continuity of Care

In certain circumstances, you may temporarily continue care with a non-Participating Provider. If you are being treated by a provider who has been terminated from WHA's network, or if you are a newly enrolled Member who has been receiving care from a provider not in WHA's network, you may receive Covered Services on a continuing basis with that provider if you meet the continuity of care criteria explained below. In order for you to be eligible for continued care, the non-Participating Provider must have been treating you for one of the following conditions:

- An acute condition (care continued for the duration of the acute condition).
- A serious chronic condition. A serious chronic condition is a medical condition due to disease, illness, or other medical problem or medical disorder that is serious in nature and that persists

without full cure, worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration. Covered Services will be provided for the period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by WHA in consultation with the Member and the terminated provider or non-Participating Provider, consistent with good professional practice. Completion of Covered Services under this paragraph shall not exceed twelve (12) months from the contract termination date or twelve (12) months from the effective date of coverage for a newly enrolled Member.

- A pregnancy (care continued for the duration of the pregnancy and the immediate postpartum period).
- A terminal illness, an incurable or irreversible condition that has a high probability of causing death within one year (care continued for the duration of the terminal illness).
- Care of a newborn child whose age is between birth and thirty-six (36) months (care continued for a period not to exceed twelve [12] months).
- Performance of surgery or other procedure that has been authorized by WHA or the Medical Group as part of a documented course of treatment that is to occur within one hundred eighty (180) days.

If you are a newly enrolled Member and you had the opportunity to enroll in a health plan with an out-of-network option, or had the option to continue with your previous health plan or provider but instead voluntarily chose to change health plans, you are not eligible for continuity of care.

WHA and/or the Medical Group will require the terminated provider whose services are continued beyond the contract termination date to agree in writing to be subject to the same contractual terms and conditions that were imposed upon the provider prior to termination, including but not limited to credentialing, hospital privileging, utilization review, peer review and quality assurance requirements. If the terminated provider does not comply with these contractual terms and conditions, WHA will not continue the provider's services beyond the contract termination date, and you will not be eligible to continue care with that provider.

WHA and/or the Medical Group will require a non-Participating Provider whose services are continued pursuant to this section for a newly covered enrollee to agree in writing to be subject to the same contractual terms and conditions that are imposed upon currently contracting providers of similar services who are not capitated and who are practicing in the same or a similar geographic area as the non-Participating Provider, including but not limited to credentialing, hospital

privileging, utilization review, peer review and quality assurance requirements. Facility-based services must be provided by a licensed hospital or other licensed health care facility. If the non-Participating Provider does not agree to comply or does not comply with these contractual terms and conditions, WHA will not continue the provider's services, and you will not be eligible to continue care with that provider.

Unless otherwise agreed upon by the terminated or non-Participating Provider and WHA or the Medical Group, the services rendered shall be compensated at rates and methods of payment similar to those used by WHA or the Medical Group for currently contracting providers of similar services who are not capitated and who are practicing in the same or a similar geographic area as the terminated or non-Participating Provider. Neither WHA nor the Medical Group is required to continue the services of a terminated or non-Participating Provider if the provider does not accept the payment rates as specified here.

If you believe that your medical condition meets the criteria for continuity of care outlined above, you may be entitled to continue your care with your current provider. Please contact the WHA Member Services Department prior to enrollment, and no later than thirty (30) days from the Effective Date of your WHA coverage or from the date your provider terminated with WHA to request a Continuity of Care form. You also may go to WHA's web page, [westernhealth.com](http://westernhealth.com), to obtain a copy of the Continuity of Care form. Complete and return this form to WHA as soon as possible. After receiving the completed form, WHA will notify you if you qualify for continuity of care with your provider. If you do qualify for continuity of care, you will be provided with the appropriate plan for your care. If you do not qualify, you will be notified in writing and offered alternative Participating Providers. Individual circumstances will be evaluated by the Medical Director on a case-by-case basis. To request a copy of our continuity of care policy, please call our Member Services Department at one of the numbers listed below.

Your Medical Group must preauthorize or coordinate services for continued care. If you have any questions or want to appeal a denial, call our Member Services Department at one of the numbers listed below, Monday through Friday, 8 a.m. to 6 p.m.

**Please note:** You should not continue care with a non-Participating Provider without WHA's or your Medical Group's approval. If you do not receive this approval in advance, payment for services performed by a non-Participating Provider will be your responsibility.

## Access to Emergency Services

Members have the right to access Emergency Services, including the "911" emergency response system, when

and where the need arises. WHA has processes in place which ensure payment when a Member presents to an emergency department with acute symptoms of sufficient severity – including severe pain – such that a reasonable person could expect the absence of medical attention to result in placing the Member's health in serious jeopardy.

## MEMBER RIGHTS AND RESPONSIBILITIES

### General Information

WHA's Member Rights and Responsibilities outline not only the Member's rights but also the Member's responsibilities as a Member of WHA. You may request a separate copy of this Member Rights and Responsibilities by contacting our Member Services staff. It is also available on the WHA website – [westernhealth.com](http://westernhealth.com).

### What Are My Rights?

Member rights may be exercised without regard to age, sex, marital status, sexual orientation, race, color, religion, ancestry, national origin, disability, health status or the source of payment or utilization of services. Western Health Advantage Member rights include but are not limited to the following:

- To be provided information about WHA's organization and its services, providers and practitioners, managed care requirements, processes used to measure quality and improve Member satisfaction, and your rights and responsibilities as a Member.
- To be treated with respect and recognition of your dignity and right to privacy.
- To actively participate with practitioners in making decisions about your health care, to the extent permitted by law, including the right to refuse treatment or leave a hospital setting against the advice of the attending Physician.
- To expect candid discussion of appropriate, or Medically Necessary, treatment options regardless of cost or benefit coverage.
- To voice a Complaint or to appeal a decision to WHA about the organization or the care it provides, and to expect that a process is in place to assure timely resolution of the issue.
- To make recommendations regarding WHA's Member Rights and Responsibilities policies.
- To know the name of the Physician who has primary responsibility for coordinating your care and the names and professional relationships of others who may provide services, including the practitioner's

education, certification or accreditation, licensure status, number of years in practice and experience performing certain procedures.

- To receive information about your illness, the course of treatment and prospects for recovery in terms that can be easily understood.
- To receive information about proposed treatments or procedures to the extent necessary for you to make an informed consent to either receive or refuse a course of treatment or procedure. Except in emergencies, this information shall include: a description of the procedure or treatment, medically significant risks associated with it, alternate courses of treatment or non-treatment including the risks involved with each and the name of the person who will carry out a planned procedure.
- To confidential treatment and privacy of all communications and records pertaining to care you received in any health care setting. Written permission will be obtained before medical records are made available to persons not directly concerned with your care, except as permitted by law or as necessary in the administration of the Health Plan. WHA's policies related to privacy and confidentiality are available to you upon request.
- To full consideration of privacy and confidentiality around your plan for medical care, case discussion, consultation, examination and treatment, including the right to be advised of the reason an individual is present while care is being delivered.
- To reasonable continuity of care along with advance knowledge of the time and location of an appointment, as well as the name of the practitioner scheduled to provide your care.
- To be advised if the Physician proposes to engage in or perform human experimentation within the course of care or treatment and to refuse to participate in such research projects if desired.
- To be informed of continuing health care requirements following discharge from a hospital or practitioner's office.
- To examine and receive an explanation of bills for services regardless of the source of payment.
- To have these Member rights apply to a person with legal responsibility for making medical care decisions on your behalf. This person may be your Physician.
- To have access to your personal medical records.
- To formulate advance directives for health care.

## What Are My Responsibilities?

It is the expectation of WHA and its providers that enrollees adhere to the following Member responsibilities to facilitate the provision of high level quality of care and service to Members. Your Member responsibilities include but are not limited to the following:

- To know, understand and abide by the terms, conditions, and provisions set forth by WHA as your Health Plan. The EOC/DF document you received at the time of enrollment and/or that is available on WHA's website at [westernhealth.com](http://westernhealth.com) (log into Personal Access) contains this information.
- To supply WHA and its providers and practitioners (to the extent possible) the information they need to provide care and service to you. This includes informing WHA's Member Services Department when a change in residence occurs or other circumstances arise that may affect entitlement to coverage or eligibility.
- To select a PCP who will have primary responsibility for coordination of your care and to establish a relationship with that PCP.
- To learn about your medical condition and health problems and to participate in developing mutually agreed upon treatment goals with your practitioner, to the degree possible.
- To follow preventive health guidelines, prescribed treatment plans and guidelines/instructions that you have agreed to with your health care professionals and to provide to those professionals information relevant to your care.
- To schedule appointments as needed or indicated, to notify the Physician when it is necessary to cancel an appointment and to reschedule cancelled appointments if indicated.
- To show consideration and respect to the providers and their staff and to other patients.
- To express Grievances regarding WHA, or the care or service received through one of WHA's providers, to the Plan's Member Services Department for investigation through WHA's Grievance process.

### **To facilitate greater communication between patients and providers, WHA will:**

- Upon the request of a Member, disclose to consumers factors, such as methods of compensation, ownership of or interest in health care facilities that can influence advice or treatment decisions.
- Ensure that provider contracts do not contain any so-called "gag clauses" or other contractual mechanisms that restrict the health care provider's



ability to communicate with or advise patients about Medically Necessary treatment options.

## PRINCIPAL BENEFITS AND COVERED SERVICES

WHA covers the services in this section when Medically Necessary. Services must be provided by one of the following:

- Your PCP;
- A Participating Specialist Physician when your PCP gives you a referral (first three visits need a referral only – additional visits require Prior Authorization – see “How to Use WHA” “Prior Authorization”);
- Other Participating Providers, when your PCP gives you a referral; Participating or non-Participating Providers who have been authorized by your Medical Group (see “How to Use WHA” “Prior Authorization”);
- A participating OB/GYN within your Medical Group or outside of your Medical Group if the OB/GYN participates in Advantage Referral (see “How to Use WHA” “Referrals to Participating Specialists”);
- A Participating Provider providing your annual eye exam;

WHA covers Emergency Care services as described under the section entitled “How to Use WHA”, in the subsection entitled “Urgent Care and Emergency Services.”

You will be responsible for applicable Copayments as described on your Copayment Summary or in this EOC/DF. You are also responsible for any Charges related to non-Covered Services or limitations.

**Note:** A full description of exclusions and limitations can be found in the “Principal Exclusions and Limitations” section of this EOC/DF.

### Medical Services

#### Outpatient Services

WHA covers the following outpatient services:

- Office visits for adult and pediatric care, well-baby care, and immunizations;
- Pre-natal and post-partum maternity care;
- Gynecological exams;
- Surgical procedures;
- Periodic physical examinations;

- Office visits for consultations or care by a non-participating specialist when referred and authorized by WHA or your Medical Group;
- Eye examinations (including eye refraction);
- Hearing examinations;
- Laboratory, X-rays, electrocardiograms and all other Medically Necessary tests;
- Therapeutic injections, including allergy testing and shots;
- Health education and family planning services, including counseling and examination;
- Rehabilitative services including physical therapy, speech therapy and occupational therapy, when authorized in advance and Medically Necessary;
- Respiratory therapy, cardiac therapy and pulmonary therapy, when authorized in advance and Medically Necessary;
- Outpatient Transgender Services – Outpatient Services, including outpatient surgery services for transgender surgery, services related to the surgery, outpatient office visits and related services, require Prior Authorization by WHA. WHA covers certain transgender surgery and services related to the surgery to change a Member’s physical characteristics to those of the opposite gender.
- Sterilization services.

**Note:** Even if you stay in a hospital overnight, you might still be considered an outpatient. Your hospital status (whether the hospital considers you an “inpatient” or “outpatient”) affects which Copayments apply.

- You are an inpatient starting when you are formally admitted to a hospital with a doctor’s order. Your Emergency Room Copayment is waived if you are admitted as an inpatient.
- You are an outpatient if your doctor has not written an order to admit you to a hospital as an inpatient. This is considered “observation” and is an outpatient service. In these cases, you are considered and outpatient even if you spend the night at the hospital.

**Preventive Services and Immunizations:** Appendix A lists Preventive Services and Immunizations covered by WHA. Preventive Services and Immunizations are covered with no copayment or cost sharing. WHA uses the recommendations of the United States Preventive Services Task Force (USPSTF) to establish Preventive Services benefits. Items rated A or B by the USPSTF for the member seeking services are generally covered and listed in Appendix A. The USPSTF recommendations are available at ([www.ahrq.gov/professionals/clinicians-](http://www.ahrq.gov/professionals/clinicians-)

providers/guidelines- recommendations /guide /index.html.

Immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention are generally covered and listed in Appendix A. Appendix A does not list all covered immunizations. You may refer to the complete list of recommended immunizations at [www.cdc.gov/mmwr/preview/mmwrhtml/rr5515a1.htm](http://www.cdc.gov/mmwr/preview/mmwrhtml/rr5515a1.htm).

Preventive care and screenings recommended by the Health Resources Services Administration are also generally included as benefits and listed in Appendix A.

**Note on Annual Influenza Immunizations:** In addition to the coverage described in this section, your Medical Group may reimburse annual influenza immunizations obtained from a provider other than your PCP. You may contact your Medical Group for more information on the availability of this expanded benefit.

For an office visit to be considered "preventive", the service must have been provided or ordered by your PCP, or a Participating OB/GYN within your Medical Group (or who participates in Advantage Referral). In addition, the primary purpose of the office visit must have been to obtain the preventive service. Otherwise, you must pay the applicable Copayment and/or Deductible for the office visit. WHA and its Medical Groups may manage your care by limiting the frequency, method, treatment or setting for Preventive Services and Immunizations.

WHA does not cover any medications or supplements that are generally available over the counter, except for folic acid and aspirin in certain circumstances, and FDA-approved contraceptives described under the heading "Family Planning." This applies even if you have a Prescription for the item. Refer to Appendix A for more detail. Your plan may provide additional preventive services at no cost to you; consult your Copayment Summary for more information.

**Family Planning:** WHA covers FDA-approved contraception. This includes patient education, counseling, and follow-up including, but not limited to, managing side effects, ensuring adherence, and services related to device insertion and removal.

FDA-approved contraception for women is covered with no copayment or cost sharing. This includes:

- birth control pill,
- birth control patch,
- birth control injection,
- birth control implant,
- birth control sponge,

- female condoms,
- spermicide,
- diaphragm,
- cervical cap,
- emergency contraception pill,
- vaginal contraceptive ring,
- intra-uterine device (IUD),
- tubal Ligation,
- sterilization implant.

WHA covers up to a 12-month supply, dispensed at one time, of the birth control pill, birth control patch, and vaginal contraceptive ring if your Physician prescribes a 12-month supply or 12 refills on a one-month supply prescription.

**Note:** If an item or service is prescribed for purposes other than contraception, a copayment or cost sharing may apply.

**Breastfeeding Support:** WHA covers counseling and supplies, during pregnancy and postpartum. This includes breast pump rental. WHA provides benefits in conjunction with each birth with no copayment or cost sharing.

**Cancer Screenings:** WHA covers all generally medically accepted cancer screening tests. This includes:

- An annual cervical cancer screening test including a conventional Pap smear test and a human papillomavirus screening test that is FDA-approved,
- Upon referral by the Member's Physician, nurse practitioner, or certified nurse midwife, any FDA-approved cervical cancer screening test,
- Screening or diagnostic mammography,
- Periodic prostate cancer screening including prostate-specific antigen testing,
- Digital rectal examinations, fecal occult blood tests, and flexible sigmoidoscopy.

Cancer screening is subject to all requirements that would apply to Covered Services.

**Clinical Trials:** WHA covers routine patient care costs of clinical trials members who have been diagnosed with cancer or another life-threatening disease or condition. WHA only covers these services if the Member is eligible to participate according to the trial protocol, and either

- the Member's treating Physician has recommended participation, or

- the Member provides scientific information establishing that participation would be appropriate based on the Member being eligible to participate according to the trial protocol.

"Routine patient care costs" do not include the following:

1. Drugs or devices associated with the clinical trial that are not FDA-approved;
2. 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;
3. Any item or service provided solely for the purpose of data collection and analysis; or
4. Health care services that are otherwise specifically excluded from coverage under the Member's plan.
5. Health care services customarily provided by researchers free of charge to participate in the clinical trial.

**Note:** Some outpatient services require Prior Authorization. Some examples include diagnostic testing, X-rays, and surgical procedures. Please contact WHA's Member Services Department for more information.

### Inpatient Services

WHA covers the following inpatient services:

- Semi-private room and board (private room covered if Medically Necessary);
- Physician's services including surgeons, anesthesiologists and medical consultants;
- Obstetrical care and delivery (including cesarean section). The Newborns' and Mothers' Health Protection Act requires health plans to provide a minimum Hospital stay for the mother and newborn child of 48 hours, after a normal vaginal delivery and 96 hours after a cesarean section unless the attending Physician, in consultation with the mother, determines a shorter Hospital length of stay is adequate.

Note: If you are discharged less than 48 hours, after a normal, vaginal delivery or less than 96 hours after delivery by cesarean section (due to a decision to discharge earlier made by the treating physicians in consultation with the mother); a follow-up visit for you and your newborn, within 48 hours of discharge is covered when prescribed by the treating Physician.

- Hospital specialty services including:

- The use of the operating room and the recovery room,
- Anesthesia,
- Inpatient drugs,
- X-ray,
- Laboratory,
- Radiation therapy,
- Enteral formula for Members requiring tube feeding and
- Nursery care for newborns;
- Medical, surgical and cardiac intensive care;
- Private-duty nurse when prescribed by a Participating Provider;
- Blood transfusion services;
- Rehabilitative services including physical therapy, speech therapy and occupational therapy, if Medically Necessary and required incident to an admission for Covered Services;
- Respiratory therapy, cardiac therapy and pulmonary therapy, if Medically Necessary and required incident to an admission for Covered Services;

Inpatient hospitalization requires Prior Authorization, except in an Emergency.

Please refer to your Copayment Summary for copayment responsibility.

Note: Even if you stay in a hospital overnight, you might still be considered an outpatient. Your hospital status (whether the hospital considers you an "inpatient" or "outpatient") affects which Copayments apply.

- You are an inpatient starting when you are formally admitted to a hospital with a doctor's order. Your Emergency Room Copayment is waived if you are admitted as an inpatient.
- You are an outpatient if your doctor has not written an order to admit you to a hospital as an inpatient. This is considered "observation" and is an outpatient service. In these cases, you are considered an outpatient even if you spend the night at the hospital.

**Inpatient Transgender Surgery:** Inpatient transgender surgery requires Prior Authorization from WHA. WHA covers certain transgender surgery and services related to the surgery to change a Member's physical characteristics to those of the opposite gender.

Travel expense reimbursement is limited to reasonable expenses for transportation, meals and lodging for the Member to obtain authorized surgical consultation,

transgender reassignment surgical procedure(s) and follow-up care, when the authorized surgeon and facility are located more than 200 miles from the Member's Primary Residence. The transportation and lodging arrangements must be arranged by or approved in advance by WHA. Reimbursement excludes coverage for alcohol and tobacco. Food and housing expenses are not covered for any day a Member is not receiving authorized transgender reassignment services.

## Behavioral Health Services

Behavioral health services, including chemical dependency services, are not covered by WHA. They are covered through Optum, the supplemental coverage provided by your employer. You may reach Optum at 888.440.8225 or liveandworkwell.com (Access Code 11280).

Behavioral health benefits are to be provided at the same level, including any Deductibles and Copayments, as WHA provides for all medical conditions.

## Prescription Medication Benefit

WHA covers Prescription Medications at Participating Pharmacies, prescribed in connection with a Covered Service, subject to conditions, limitations and exclusions stated in this EOC/DF.

Prescription drugs prescribed by a Participating Provider and obtained at a Participating Pharmacy will be dispensed for up to a 30-day supply, except as set forth in the section below titled "Mail Order and UC Medical Center Prescriptions" or for contraceptives when allowed by law. Copayments for covered medications are described in the Copayment Summary.

Members are required to pay the difference between a brand-name and a generic drug plus the generic copay, when the generic is available. (Exceptions for medical necessity are available via prior authorization; if approved, the applicable brand copay applies.)

At walk-in pharmacies if the actual cost of the Prescription is less than the applicable Copayment, the Member will only be responsible to pay the actual cost of the medication.

## Tobacco Cessation Program

The following over-the-counter products for Tobacco Cessation must be prescribed by a physician in order to be covered by WHA and will not be subject to a member copay:

- Gum
- Patch
- Lozenge

The following prescription products are covered and will not be subject to a member copay. Participation in a behavioral modification support program is not required for members to receive these benefits:

- Nicotine inhaler
- Nicotine spray
- Bupropion (Generic) / Zyban (Brand)
- Varenicline (Generic) / (Chantix (Brand)

## Preferred Drug List

WHA uses a Preferred Drug List and a Three-Tier Copayment Plan, rather than a closed formulary. The three tiers are: Tier 1 - Preferred Generic Medications, Tier 2 - Preferred Brand Name Medications and Tier 3 - Non-Preferred Medications. Specialty Medications may only be obtained at a UC Davis Health System or Dignity Health System Pharmacy or through Mail Order, except for Specialty Medications prescribed for the treatment of HIV, as explained below under "Mail Order Prescriptions, Specialty Medications." You may also obtain two initial fills from any Participating Pharmacy. Preferred Generic Medications are covered at the lowest Copayment level, Preferred Brand Name Medications are provided at the second Copayment level and Non-Preferred Medications are covered at the third tier Copayment level. There are a small number of drugs, regardless of tier level that may require Prior Authorization to ensure appropriate use based on criteria set by the WHA Pharmacy and Therapeutics (P&T) Committee. Please note that a drug's presence on the WHA PDL does not guarantee that the Member's Physician will prescribe the drug. Members may request a copy of the PDL by calling one of the numbers listed below or view the document on our web site, westernhealth.com.

WHA may designate certain medications as "High-Value." High-Value Medications may be Generic or Brand Name, and are medications that your Physician prescribes as an alternative to a higher cost medication. Copayments for High-Value Medications are waived. To determine whether your prescribed medication has an alternative High-Value Medication, call Member Services.

Drugs are evaluated regularly, to determine the additions to and possible deletions from the PDL, and to ensure rational and cost-effective use of pharmaceutical agents, through the P&T Committee, which meets every other month. Physicians may request that the P&T Committee consider adding specific Medications to the PDL. The Committee reviews all medications for the efficacy, quality, safety, similar alternatives, and cost of the drug in determining the inclusion in the PDL.

## Mail Order and UC Medical Center Prescriptions

**Maintenance Medications:** Covered Prescription Medications that are to be taken beyond sixty (60) days are considered Maintenance Medications. Maintenance Medications are used in the treatment of chronic conditions like arthritis, high blood pressure, heart conditions and diabetes. Maintenance Medications may be obtained by mail order through Express Scripts, WHA's prescription benefit manager. Oral contraceptives are also available through the mail order program. You can request the order form and brochure for this benefit by contacting Express Scripts Customer Service at 800.903.8664, 24 hours a day, 7 days a week (except Thanksgiving and Christmas) or online at [expressscripts.com](http://expressscripts.com).

Maintenance Medications may also be obtained from the UC Medical Center Pharmacy and participating chain retail pharmacies for up to a 90-day supply, as described in the Copayment Summary.

**Specialty Medications:** Specialty Medications are only available through a UC Davis Health System or Dignity Health System Pharmacy or through Mail Order, except for Specialty Medications prescribed for the treatment of HIV, which are available at any participating pharmacy. Specialty Medications may be obtained by mail order through Express Scripts. You can order prescriptions online at [expressscripts.com](http://expressscripts.com), or by contacting Express Scripts Customer Service at 800.903.8664. WHA may approve requests to fill Specialty Medication prescriptions at Participating Pharmacies in urgent situations.

**Note:** Your ability to purchase mail order medications may be suspended if there is an outstanding balance on your account.

### Covered Prescription Medications

- Oral medications that require a Prescription by state or federal law, written by a Participating Physician, or a pharmacist if allowed by law and dispensed by a Participating Pharmacy.
- Covered Prescription Medications dispensed by a non-Participating Pharmacy outside of WHA's Service Area for Urgent or Emergency Care only. You may submit your receipt to Express Scripts for reimbursement.
- Compounded Prescriptions for which there is no FDA-approved alternative and which contain at least one prescription ingredient.
- Insulin and insulin syringes with needles, glucose test strips and tablets.
- Oral contraceptives and diaphragms.

- Oral medications and injectables for the treatment of Infertility and Erectile Dysfunction require Copayments equal to 50% of the contracted Prescription cost.

### Pharmacy Principal Exclusions and Limitations

The covered Prescription Medications are subject to the exclusions and limitations described in this section:

1. Generic Medications are required. The pharmacist will automatically substitute an equivalent Generic Medication for the prescribed Brand Name Medication (when available) unless either of the following applies: 1) your Physician writes "do not substitute" or "prescribe as written" on the prescription and signs it in accordance with California law. The Member must pay the Generic Copayment plus the difference in cost between the Brand and Generic Medications unless prior authorization is obtained; or 2) there is not a Generic equivalent available, or the medication is included in the list of Narrow Therapeutic Index (NTI) drugs that currently have potential equivalence issues. In this case, the Brand Name Copayment will apply.
2. Some Prescription Medications may require Prior Authorization by WHA. For clarification, please contact WHA Member Services at one of the numbers listed below. Routine/non-urgent requests for Prior Authorization are processed within 72 hours if all applicable information is included with the request. Requests that are indicated as urgent/exigent will be reviewed within 24 hours. An incomplete request may delay the authorization process if the provider is not available to supply the necessary clinical information. WHA will notify you and your provider within 72 hours for routine requests and 24 hours for urgent requests if it cannot process the authorization in a timely way due to lack of information, and will specify the additional information that is necessary. For a Prior Authorization request after business hours, or on weekends and holidays in an urgent or emergency situation, the Pharmacy is authorized to dispense an emergency short supply of the medication.
3. Some Prescription Medications may require Step Therapy before they will be covered. Step Therapy requires a trial of one or more other Prescription Medications before the requested Prescription Medication will be covered. If it is medically necessary for you to receive a Prescription Medication subject to Step Therapy *without* completing Step Therapy, you or your Physician may request an exception. You may contact Member Services or Express Scripts Customer

Service at 800.903.8664 for assistance with Step Therapy exceptions.

4. Covered Prescription Medications are limited to a thirty (30)-day supply at a Participating Pharmacy. A ninety (90)-day supply of oral Maintenance Medications is available through WHA's Mail Order program (see above). Medications that cost over \$600 for a thirty (30)-day supply are limited to a thirty (30)-day supply.
5. Covered Prescription Medications that are to be taken beyond sixty (60) days are considered Maintenance Medications and may be obtained through the Mail Order Program or the UC Medical Center pharmacy. The initial Prescription for Maintenance Medications may be dispensed through a Participating Pharmacy (limited to a 30-day supply). Subsequent refills for a 90-day supply may be obtained through the Mail Order Program or the UC Medical Center pharmacy.
6. Over-the-counter medications or medications that do not require a Prescription are excluded (except for insulin and insulin syringes with needles for diabetics and medications listed in Appendix A).
7. Medications that are not Medically Necessary are excluded.
8. Treatment of impotence and/or sexual dysfunction must be Medically Necessary and documentation of a confirmed diagnosis of erectile dysfunction must be submitted to WHA for review. Drugs and medications are limited to eight (8) pills per 30-day period, and are subject to a 50% Copayment.
9. Medications that are experimental or investigational are excluded, except for Life-Threatening or Seriously Debilitating conditions and cancer clinical trials as described in this EOC/DF, under the section titled "Independent Medical Review of Investigational/Experimental Treatment."
10. There are a small number of drugs, regardless of PDL tier level, that may require Prior Authorization for a non-FDA-approved indication (off label use). For off label use, the medication must be FDA-approved for some indication and recognized by the American Hospital Formulary Service Drug Information or 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 or The Thomson Micromedex DrugDex, or at least two articles from major peer-reviewed medical journals that present data supporting the proposed use as safe and

effective, unless there is clear and convincing contradictory evidence in a similar journal.

11. Prescriptions written by dentists are excluded.
12. Drugs required for foreign travel are excluded, unless they are prior authorized for Medical Necessity.
13. Prescription products for cosmetic indications, including agents for wrinkles or hair growth or loss, and over-the-counter dietary/nutritional aids and health/beauty aids are excluded.
14. Drugs used for weight loss and/or dietary/nutritional aids which require a Prescription are excluded, unless they are prior authorized for Medical Necessity.
15. Contraceptive devices (including IUD's) and implantable contraceptives are not covered under the pharmacy benefit; they are covered under the medical benefit as described in this EOC/DF.
16. Medication for injection or implantation (except insulin and other medications as determined by WHA) is covered under the medical benefit as described in the EOC/DF under the sections titled "Outpatient Services" and "Other Health Services."
17. Pharmacies which dispense covered Prescription Medications to Members pursuant to an agreement with WHA or its pharmacy benefit manager and this pharmacy benefit, do so as independent contractors. WHA shall not be liable for any claim or demand on account of damages arising out of or in any manner connected with any injuries suffered by Members.
18. WHA shall not be liable for any claim or demand on account of damages arising out of or in any manner connected with the manufacturing, compounding, dispensing, or use of any covered Prescription Medication.
19. Vitamins (except those listed in Appendix A) are excluded.
20. Medications for the treatment of short stature are excluded, unless Medically Necessary.
21. Replacement medications for drugs that are lost or stolen are not covered.

**Submitting Prescription Claims for Reimbursement.** If a Member pays for a covered Prescription Medication as described in this EOC/DF, the original receipt along with a copy of Member's identification card, address, a daytime telephone number, and the reason for the reimbursement request should be submitted to WHA's pharmacy benefit manager, Express Scripts, within 60 days of purchase. No claim will be considered if

submitted beyond twelve (12) months from the date of purchase.

Prescription claims under the Plan are processed by Express Scripts. You can order claim forms online at [www.expressscripts.com](http://www.expressscripts.com) or by calling Express Scripts Member Services at 800.903.8664.

## Infertility Services

Covered Infertility services generally include consultations, examinations, diagnostic services whether performed in a Physician's office or in a hospital or other facility, and medications. All covered Infertility services, including the diagnostic work-up and testing to establish a cause of "Infertility", require a 50% Copayment, which is based on WHA's contracted Charges. All covered Infertility services must receive Prior Authorization and are subject to the exclusions and limitations set forth in this EOC/DF. Copayments for covered Infertility services do not contribute to the annual out-of-pocket maximum.

"Infertility" is defined as a condition of being infertile. A member is considered infertile if there is the presence of a demonstrated condition recognized by a licensed physician and surgeon as a cause of infertility or she or he is unable to conceive or produce conception after one (1) year of regular, unprotected heterosexual intercourse, or if the female partner is over age 35 years, after 6 months of regular unprotected heterosexual intercourse. A woman without a male partner may be considered infertile if she is unable to conceive after at least 12 cycles of supervised artificial/donor insemination (6 cycles for women 35 years or older).

We cover the following services:

- Services and supplies for diagnosis and treatment of involuntary infertility;
- Artificial insemination (except for donor semen or eggs, and services and supplies related to their procurement and storage), subject to a maximum of one treatment period of up to three (3) cycles per Lifetime;\*
- One Gamete Intra-Fallopian Transfer (GIFT) per Lifetime;\*
- Medications for the treatment of Infertility.

Genetic testing and counseling are covered benefits when medically indicated and are not subject to the Infertility Benefit Copayments.

\*"Lifetime" refers to services obtained during the Member's life, including services provided under any other health insurance or HMO.

## Infertility Services Exclusions

All services and supplies (other than artificial insemination) related to conception by artificial means, such as, but not limited to:

1. Services and medication for In Vitro Fertilization (IVF).
2. Ovum transplants.
3. Donor semen or eggs, and services and supplies related to their procurement and storage.
4. Zygote Intrafallopian Transfer (ZIFT).
5. Services and supplies in connection with the reversal of voluntary sterilization and infertility treatment after reversal attempts.
6. Preimplantation genetic screening.

## Other Health Services

**Home Health Care Services** are covered when prescribed by a Participating Provider and determined to be Medically Necessary. Home Health Care Services consist of part-time intermittent care provided at the Member's home in place of a continued acute hospitalization. Up to one hundred (100) visits per calendar year are covered. "Intermittent care" means no more than three visits per day.

Home Health Care Services are covered when arranged by a licensed Home Health Care agency and provided by one of the following professionals:

- registered nurse,
- licensed vocational nurse,
- licensed home health aide,
- licensed public health nurse,
- licensed physical, occupational or speech therapist,
- social worker,
- respiratory therapist, or
- skilled pharmacy infusion therapist.

Each visit is limited to four hours per visit for home health aides and two hours per visit for all other professionals who may provide services under this benefit. Services provided by a licensed home health aide are only covered when provided under the direct supervision of another professional who may provide services under this benefit.

This benefit does not include meals, housekeeping, childcare, personal comfort or convenience items, services or supplies, or full-time treatment of chronic conditions. (Medically Necessary services provided for a chronic condition during a period of acuity are covered.)

**Hospice Care** is covered when you have met the Hospice Care requirements below and request Hospice Care instead of traditional services and supplies that would otherwise be provided for your illness:

1. A Participating Physician has diagnosed you with a terminal illness and certifies, in writing, that your life expectancy is one (1) year or less;
2. A Participating Physician authorizes the services;
3. A Participating Physician has written a plan of care;
4. The Hospice Care team approves the care;
5. The services are to be provided by a licensed Hospice agency approved by WHA or the Medical Group;
6. The services are Medically Necessary for palliation or management of the terminal illness; and
7. You elect Hospice Care in writing.

If you elect Hospice Care, you are not entitled to any other services for the terminal illness under your plan. You may change your decision about Hospice Care at any time. The signed election statement and contracting Physician certification must accompany all submitted Hospice claims.

Under Hospice Care, WHA covers the following services and supplies:

- participating physician services;
- skilled nursing services;
- physical, occupational or respiratory therapy, or therapy for speech-language pathology;
- medical social services;
- home health aide and homemaker services;
- palliative drugs prescribed for pain control and symptom management of the terminal illness in accordance with our drug formulary and Plan guidelines, obtained from a contracting Plan pharmacy;
- Durable Medical Equipment in accordance with Plan guidelines;
- short-term inpatient care including respite care, care for pain control and acute and chronic symptom management;
- counseling and bereavement services.

**Skilled Nursing Facility**, care to a maximum of one hundred (100) days in each calendar year is covered if Medically Necessary. This day maximum is a combined benefit maximum for all subacute stays.

**Durable Medical Equipment (DME), Prosthetic Devices and Orthotic Devices** are covered when Medically

Necessary and prescribed by a Participating Provider. Applicable Copayments are set forth in the Copayment Summary.

The DME benefit includes: canes, crutches, standard wheelchairs, oxygen and oxygen equipment. The orthotic devices benefit includes special footwear that is Medically Necessary as a result of foot disfigurement that arises out of cerebral palsy, arthritis, polio, spina bifida, diabetes and accidental or developmental disabilities. Please refer to the terms "Durable Medical Equipment," "Orthotic Device," and "Prosthetic Device" in the "Definitions" section for more information.

WHA will determine whether the covered device should be purchased or rented, and may directly order or coordinate the ordering of the covered device. Where two or more alternate covered devices are appropriate to treat the Member's condition, the most cost-effective device will be covered. Coverage for devices is limited to the basic type of DME, Prosthetic Device or Orthotic Device that WHA determines to be necessary to provide for the Member's medical needs.

Wheelchairs provided as a benefit under this health plan are limited to standard wheelchairs. A standard wheelchair is one that meets the minimum functional requirements of the Member.

The allowable cost of covered devices will not be applied toward similar services and supplies that are not covered devices.

**Ostomy and Urological Supplies** are covered, limited to the amount that meets the Member's medical needs.

**Reconstructive Surgery** is covered 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 function; (B) to create a normal appearance, to the extent possible. Dental care that is integral to reconstructive surgery for cleft palate is covered.

WHA covers certain transgender surgery and services related to the surgery to change a Member's physical characteristics to those of the opposite gender. Inpatient and Outpatient Services for transgender surgery and services related to the surgery require Prior Authorization by WHA.

**Mastectomy and Reconstructive Breast Surgery** to restore and achieve symmetry is covered. Coverage for a mastectomy includes coverage for all complications. This includes Medically Necessary physical therapy to treat the complications of mastectomy, including lymphedema; Prosthetic Devices and up to three brassieres required to hold a Prosthetic Device per year;



or reconstruction of the breast on which the mastectomy is performed, including areola and nipple reconstruction, areola and nipple re-pigmentation and the insertion of a breast implant.

Reconstructive surgery for a healthy breast is also covered if, in the opinion of the attending Physician, this surgery is necessary to achieve normal symmetrical appearance. Your attending Physician will work with you to determine the length of the hospital stay for mastectomies and lymph node removals.

**Testing and treatment of PKU** includes formula and special food products that are prescribed and are Medically Necessary for treatment of PKU.

**Transplants** are covered if ordered by a Participating Physician and approved by WHA's Medical Director in advance, subject to the terms of this EOC/DF. The transplant must be performed at a center specifically approved and designated by WHA to perform the requested procedures.

Coverage for a transplant includes coverage for the medical expenses of a live donor to the extent these services are not covered by another plan or program.

**Diabetes supplies, equipment, and services** for the treatment and/or control of diabetes are covered. Services include self-management training, education and medical nutrition therapy necessary to enable you to properly use prescribed equipment, supplies, and medications.

The following equipment and supplies for the management and treatment of insulin-using diabetes, non-insulin using diabetes, and gestational diabetes are also covered as Medically Necessary, even if the items are available without a Prescription:

- blood glucose monitors and blood glucose testing strips;
- blood glucose monitors designed to assist the visually impaired;
- insulin pumps and all related necessary supplies.
- ketone urine testing strips;
- lancets and lancet puncture devices;
- pen delivery systems for the administration of insulin;
- podiatric devices to prevent or treat diabetes-related complications;
- insulin syringes;
- visual aids, excluding eyewear, to assist the visually impaired with proper dosing of insulin.

The following items are covered and available under your Prescription Medication

- testing strips;
- lancets;
- insulin syringes.

**Pediatric Asthma supplies, equipment, and services**

are covered when Medically Necessary for the management and treatment of pediatric asthma. This includes coverage for outpatient self-management training education to enable you to properly use the prescribed equipment, supplies and medications. The following equipment and supplies are covered for pediatric asthma, even if the items are available without a prescription:

- nebulizers, including face masks and tubing;
- inhaler spacers;
- peak flow meters.

**Chiropractic care** is covered through Landmark Healthplan of California, Inc., a Knox-Keene licensed specialty plan.. For full disclosure of benefits provided through Landmark Health Plan, please see the Landmark Schedule of Benefits or Evidence of Coverage available at [lhp-ca.com](http://lhp-ca.com). To access the Schedule of Benefits, select "Members" and "Standard Plan" under "Chiropractic/Acupuncture Benefit". For additional information, you may call Landmark's Customer Service Department at 800.638.4557, Monday through Friday, 8 a.m. to 5 p.m.

**Note:** Please follow the process outlined in the "Member Satisfaction Procedure" of this EOC for any inquiries, grievances or complaints regarding your chiropractic benefits.

**Acupuncture** is covered when medically necessary and prescribed by a Participating Provider. Acupuncture benefits are provided through Landmark Healthplan of California, Inc. For full disclosure of benefits provided through Landmark Healthplan, please see the Landmark Schedule of Benefits or Evidence of Coverage available at [lhp-ca.com](http://lhp-ca.com). To access the Schedule of Benefits, select "Members" and "Standard Plan" under "Chiropractic/Acupuncture Benefit". For additional information, you may call Landmark's Customer Service Department at 800.638.4557, Monday through Friday, 8 a.m. to 5 p.m.

**Note:** Please follow the process outlined in the Member Satisfaction Procedure" of this EOC for any inquiries, grievances or complaints regarding your acupuncture benefits.

**Hearing aids** are covered at a 50% Copayment with a \$2,000 benefit maximum; limited to one device per ear every thirty-six (36) months. Copayments for hearing aids do not contribute to the out-of-pocket maximum.

**Emergency medical transport services** are covered when ordered by a Participating Provider and determined to be Medically Necessary. If you reasonably believe you are having an emergency, you should call "911." WHA covers ambulance services if you reasonably believe you are in an emergency situation.

**Case Management (CM) services** are available to any Member meeting program requirements. Typically, CM services are provided to Members with complex or multiple medical conditions that require many visits to specialists and to Members who require multiple services. If you need help managing your health care needs, you, a PCP, a relative or anyone else acting on your behalf can contact your Medical Group asking for case management assistance. Case managers are experienced nurses who personally help navigate the health care system to make sure you get the care you need under your plan. You may ask your PCP to send a case management referral for you or you may call your Medical Group, yourself. For more details, visit our website at [westernhealth.com](http://westernhealth.com).

**Disease Management (DM) programs** are a covered benefit to Members with specific chronic conditions. WHA contracts with Optum, a National Committee for Quality Assurance (NCQA) accredited DM provider to manage the programs and perform oversight activities. Currently, the following DM programs are available to qualifying participants:

- Asthma Program for Members aged 5-56;
- Cardiac Disease Program for Members 18 years and older;
- Diabetes Program for Members 18 years and older.

For additional information regarding the programs, please contact WHA's Member Services Department or visit our website at [westernhealth.com](http://westernhealth.com).

**Nurse Advice Line (Nurse24).** WHA contracts with Optum to provide around-the-clock nurse advice line services. Nurse24 is staffed by registered nurses who are licensed in the State of California and have been trained in telephone triage and screening. Nurse24 is available to you 24 hours a day, seven days a week by calling 877.793.3655. Nurse24 is also available via "live chat" and "email messaging," which can be accessed at <http://mywha.org/healthsupport>. Nurse24 can help answer questions about a medical problem you may have, including:

- caring for minor injuries and illnesses;
- seeking the most appropriate help based on the medical concern, including help for behavioral health concerns;
- identifying and addressing emergency medical concerns, including help for behavioral health concerns;
- preparing for doctor visits;
- understanding prescription medications;
- helping with lifestyle choices to improve health;
- providing education and support regarding decisions about tests.

They can also help you get the appropriate care you need with the right WHA health care providers, including referrals to urgent care centers or hospital emergency rooms as necessary.

**Note:** Interpreter services are available. For relay assistance services, please call 800.877.8793 (Voice/TTY/ASCII) or 800.855.4000 (Sprint TTY Operator Services).

## PRINCIPAL EXCLUSIONS AND LIMITATIONS

**Lifetime and Annual Dollar Limits:** There are no lifetime or annual dollar limits except where permitted by law. All dollar limits, if any, are specified in this EOC/DF or the Copayment Summary. WHA has no pre-existing condition exclusions for any Member.

The following services and supplies are excluded or limited:

### Exclusions

1. Any services or supplies obtained before the Member's effective date of coverage.
2. Services and supplies which are not Medically Necessary. If a service is denied for lack of Medical Necessity, a Member may appeal the decision through the Independent Medical Review (IMR) process. See the section entitled "Independent Medical Review" under "Member Satisfaction Procedure" in this EOC/DF.
3. Services or supplies provided by a non-Participating Provider without written referral by the Member's PCP outside of an emergent situation. Care by non-Participating Providers will only be authorized and provided as a Covered Service if the care is determined to be Medically

Necessary and not available through Participating Providers.

4. Any service provided without Prior Authorization if the service requires a PCP referral or Prior Authorization as explained in this EOC/DF or any rider.
5. Experimental medical or surgical procedures, services or supplies. Please refer to the section of this EOC/DF titled "Independent Medical Review of Investigational/Experimental Treatments" under "Member Satisfaction Procedure."
6. Long term care benefits including skilled nursing care and respite care. Medically Necessary Covered Services described under the "Hospice Care" and "Skilled Nursing Facility" subheadings under the "Other Health Coverage" heading under the "Principal Benefits and Covered Services" section are covered.
7. Cosmetic services and supplies, except for Prosthetic Devices incident to a mastectomy or laryngectomy or reconstructive surgery, which is 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 function; (B) to create a normal appearance, to the extent possible. The exclusion includes, but is not limited to, services and supplies performed in connection with the treatment for hair, electrolysis, and chemical face peels or abrasions of the skin.
8. Non-emergent medical and psychiatric transport or ambulance care inside or outside the Service Area, except with Prior Authorization.
9. Vision therapy, eyeglasses, contact lenses and surgical procedures for the correction of visual acuity in lieu of eyeglasses or contact lenses. (This exception does not include intraocular lenses in connection with cataract removal.)
10. Hearing aid batteries.
11. Services or supplies in connection with the storage of body parts, fluids or tissues, except for autologous blood.
12. Dental care, except for the following:
  - (1) non-dental surgical and hospitalization procedures required due to facial fractures, tumors or congenital defects, such as cleft lip or cleft palate,
  - (2) when integral to reconstructive surgery for cleft palate or
  - (3) surgery or splints on the maxilla or mandible to correct temporomandibular joint disease (TMJ) or other medical conditions,

Covered Services must be Medically Necessary and Prior Authorized. Other Dental Services excluded include:

- a. Items or services in connection with the care, treatment, filling, removal, replacement, or artificial restoration of the teeth or structures directly supporting the teeth.
  - b. Treatment of dental abscesses, braces, bridges, dental plates, dental prostheses and dental orthoses, including anesthetic agents or drugs used for the purpose of dental care.
13. Any services or supplies provided by a person who lives in the Member's home, or by an immediate relative of the Member.
  14. Personal comfort or convenience items and home or automobile modifications or improvements. This includes, but is not limited to, televisions, radios, chair lifts, and purifiers.
  15. Vitamins except prenatal prescription vitamins or vitamins in conjunction with fluoride.
  16. Routine foot care (e.g., treatment of or to the feet for corns or calluses), except when Medically Necessary. Orthotic Devices for routine foot care are also excluded. This exclusion does not apply to special footwear required as a result of foot disfigurement caused by diabetes.
  17. Immunizations required to obtain or maintain employment or for participation in employee programs.
  18. Homemaker services,
  19. Convalescent care and custodial care. This includes services that are non-nursing supervision of the patient. This exclusion does not apply to Covered Services included in the Hospice or Skilled Nursing benefits, or Residential services under Mental Health/ Substance Abuse Benefits described under the "Principal Benefits and Covered Services" section of this EOC/DF, or unless Medically Necessary for Severe Mental Illnesses (SMI)/Serious Emotional Disturbances of Children (SED).
  20. Private Duty Nursing or shift care.
  21. Non-prescription weight loss aids and programs.
  22. Repair and replacement of DME, Orthotics or Prosthetics when necessitated by the Member's abuse, misuse or loss. Any device not medical in nature (e.g., exercise equipment, whirlpool, spa), more than one device for the same body part, or more than one piece of equipment that serves the same function.

23. Food supplements or infant formulas, except in the treatment of PKU, or unless Medically Necessary for SMI/SED.
24. Over-the-counter medications, supplies or equipment that may be obtained without a Prescription, except for:
  - a. contraceptives described under the heading "Family Planning,"
  - b. diabetes and pediatric asthma supplies as described under the headings "Diabetes supplies, equipment and services" and "Pediatric Asthma supplies, equipment, and services,"
  - c. folic acid, aspirin and tobacco cessation products in certain circumstances, as explained in more detail in Appendix A.
25. Services and supplies associated with the donation of organs when the recipient is not a Member of WHA.
26. Court-ordered health care services and supplies when not Medically Necessary.
27. Travel expenses, including room and board, even if the purpose is to obtain a Covered Service, except for Transgender Surgery (see "Inpatient Transgender Surgery" for limitations).
28. Expenses incurred obtaining copies of medical records.
29. Weight control surgery or procedures including without limitation gastric bubble, gastroplasty, gastric bypass, gastric stapling, liposuction and HCG injections; and any Experimental Procedures for the treatment of obesity. However, Medically Necessary services as determined by WHA for the treatment of morbid obesity with Prior Authorization are covered.
30. Testing for the sole purpose of determining paternity.
31. Diagnosis and treatment for:
  - a. personal growth and/or development,
  - b. personality reorganization, unless Medically Necessary for SMI/SED, or
  - c. in conjunction with professional certification.
32. Educational Services including, but not limited to, for employment or professional purposes, unless Medically Necessary for SMI/SED..
33. Behavioral health services, including chemical dependency services, are not covered by WHA. They are covered through Optum, the supplemental coverage provided by your employer.
34. Treatment of short stature unless treatment is Medically Necessary.
35. All services involved in surrogacy. This includes, but is not limited to, embryo transfers, services and supplies related to donor sperm or sperm preservation for artificial insemination. Surrogacy is pregnancy under a surrogate arrangement. A surrogate pregnancy is one in which a woman (the surrogate) has agreed to become pregnant with the intention of surrendering custody of the child to another person. If the surrogate is a Member of WHA, she is entitled to maternity services, but when pregnancy services are rendered to a woman in a surrogate arrangement, the Plan or its Medical Group has the right to impose a lien against any amount received by the surrogate/Member for reasonable costs incurred by WHA or its contracted Medical Groups.
36. Home birth delivery.
37. Services and supplies in connection with the reversal of voluntary sterilization and infertility treatment after reversal attempts.
38. In Vitro fertilization (IVF).
39. Frozen embryo transfers and Zygote Intra-Fallopian Transfer (ZIFT).
40. Preimplantation genetic screening.
41. Intracytoplasmic Sperm Injection (ICSI).
42. Ova sticks (a self-test for infertility).
43. Ovum transfer/transplants or uterine lavage as part of infertility diagnosis or treatment.
44. All services related to the sperm donor, including the collection of the sperm.
45. Sperm storage.
46. Infertility services required as a result of a woman's partner's elective vasectomy or a woman's elective tubal ligation.
47. Artificial insemination in the absence of a diagnosis of Infertility.
48. Treatment of female sterility in which a donor ovum would be necessary (e.g., post-menopausal syndrome).
49. Experimental and/or investigational diagnostic studies, procedures or drugs used to treat or determine the cause of infertility.
50. Laboratory medical procedures involving the freezing or storing of sperm, ovum and/or pre-embryos.
51. Inoculation of a woman with her partner's white cells (considered experimental).

52. Acupressure (unless provided through the acupuncture benefit).
53. Biofeedback, unless Medically Necessary for SMI/SED.
54. Sex therapy.

## Limitations

The following limitations apply to Covered Services:

1. The services and supplies used to diagnose and treat any disease, illness or injury must be used in accordance with professionally recognized standards of practice.
2. Services and supplies rendered by non-Participating Providers are covered for Urgent Care and Emergency Care only, or when care from the non-Participating Provider has been authorized in advance. WHA will not reimburse non-Participating Urgent Care facilities if the Urgent situation arose within WHA's Service Area.
3. Respiratory therapy, cardiac therapy and pulmonary therapy are limited to rehabilitative services that are Medically Necessary and authorized in advance. Therapy and rehabilitation are not covered when:
  - a. medical documentation does not support the Medical Necessity because of the Member's inability to progress toward the treatment plan goals; or
  - b. a Member has already met the treatment plan goals.
4. Physical exams and/or laboratory, X-ray or other diagnostic tests ordered in conjunction with a physical exam are not covered if the purpose of the test is exclusively to fulfill an employment, licensing, sports, or school-related requirement.
5. If services or supplies are received while a Member is entitled to receive benefits from another health plan or collect damages due to a third party's liability, including Workers' Compensation, the Member is required to assist in the recovery of any WHA or MESVision expense. WHA, MESVision and/or the Medical Group may file a lien on any proceeds received by a Member for any expense incurred by WHA, MESVision or its Medical Group, respectively. Members not legally required to be covered by Workers' Compensation benefits are eligible for twenty-four (24) hour coverage under WHA. See "Third Party Responsibility – Subrogation".
6. WHA is not liable for the lack of available services in the event of a major disaster, epidemic, war, riot or other like circumstance beyond the control of

WHA which renders a Participating Provider unable to provide services. However, Participating Providers will provide or attempt to arrange for Covered Services according to their best judgment within the limitations of available facilities or personnel. If the Plan is unable to provide services it will refer Members to the nearest hospital for Emergency Services and later provide reimbursement to the Member for such Covered Services.

7. For Covered Services, WHA reserves the right to coordinate your care in a cost-effective and efficient manner.
8. Private hospital rooms are not covered unless Medically Necessary and authorized by WHA.
9. WHA covers certain transgender surgery and services related to the surgery to change a Member's physical characteristics to those of the opposite gender. Inpatient and Outpatient Services for transgender surgery require Prior Authorization by WHA.
10. Diagnostic procedures or testing for genetic disorders is limited to those that are not considered experimental or investigational, are medically necessary and the outcome of which will affect the medical treatment plan.

## ELIGIBILITY, ENROLLMENT, TERMINATION AND PLAN ADMINISTRATION PROVISIONS

The University establishes its own medical plan eligibility, enrollment and termination criteria based on the University of California Group Insurance Regulations and any corresponding Administrative Supplements.

### Employees

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage can be found in the "Complete Guide to Your UC Health Benefits". A copy of this booklet is available in the HR Forms & Publications section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions. Additional guidelines apply to newborns enrolled in this plan. Your or your spouse's newborn Child is temporarily covered for thirty (30) days from the date of birth. If the mother is a WHA Member, the newborn Child must obtain services from providers within the mother's Medical Group during the first thirty

(30) days following the date of birth. To continue coverage beyond this initial period, the Child must be enrolled with WHA no later than the thirtieth (30th) day after the Child's birth date. If the newborn Child remains hospitalized longer than thirty (30) days following the date of birth, the newborn Child must continue to obtain services from providers within the mother's Medical Group until the 1<sup>st</sup> of the month following discharge. Your spouse, if not previously enrolled in the Plan, may enroll at the same time as the newborn Child if your spouse meets all eligibility requirements.

### Retirees

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage can be found in the "Group Insurance Eligibility Factsheet for Retirees". A copy of this fact sheet is available in the HR Forms & Publications section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

### Service Area Requirement

Except as described below, all Subscribers and dependents must live or work within the WHA Service Area (see map and list of zip codes on the first page), meaning that either the primary workplace or Primary Residence is within the WHA Service Area. If a Subscriber or dependent no longer lives or works in the WHA Service Area, they are no longer eligible for coverage.

Living and working outside the WHA Service Area is a material fact that must be reported to WHA by the employer, Subscriber or Member. Regardless of when WHA is notified, the Member's eligibility for coverage ends immediately if neither the residence nor work location are within the Service Area. **Note:** WHA may terminate an individual's coverage only if allowed (or not disallowed) by federal and state laws and regulations.

## INDIVIDUAL CONTINUATION OF BENEFITS

If you lose your coverage through the university, you may be eligible to continue your benefits through COBRA, Cal-COBRA or HIPAA. Each of these is described in detail below.

**For the purposes of COBRA benefits, "spouse" does not include domestic partners.**

### Optional Continuation of Group Coverage (COBRA and Cal-COBRA)

As a participant in this plan, you may be entitled to continue health care coverage for yourself, spouse or family members if there is a loss of coverage under Western Health Advantage (WHA) as a result of a qualifying event under the terms of the federal COBRA continuation requirements under the Public Health Service Act, as amended, and, if that continued coverage ends, you may be eligible for further continuation under California law. You or your family members will have to pay for such coverage. You may direct questions about these provisions to CONEXIS, UC's COBRA administrator or visit the website [http://atyourservice.ucop.edu/employees/health\\_welfare/cobra.html](http://atyourservice.ucop.edu/employees/health_welfare/cobra.html).

### Introduction to COBRA and Cal-COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (a federal law usually known simply as "COBRA"), if you lose coverage under the Western Health Advantage (WHA) medical plan due to certain "Qualifying Events" (described below), you or your spouse or dependent children may be entitled to elect continuation coverage at your own expense. In certain instances (e.g., your death), your spouse or dependent children may also have a right to elect coverage for themselves. (You, your eligible dependent spouse and your eligible dependent children are sometimes called "Qualified Beneficiaries" in this summary.)

Not everyone is entitled to elect COBRA continuation coverage. In general, COBRA benefits are only available to Qualified Beneficiaries that are covered by a group health plan maintained by an employer with twenty (20) or more employees. However, California has enacted a separate law known as the California Continuation Benefits Replacement Act, or "Cal-COBRA", that may give you an additional right to elect continuation coverage. Under Cal-COBRA, you may be entitled to elect continuation coverage even if you are covered by a small employer (2-19 employees) group health plan and are ineligible to elect federal COBRA coverage.

Effective September 1, 2003, Cal-COBRA provides an additional benefit to Qualified Beneficiaries eligible for federal COBRA coverage: at your option you may extend your continuation coverage up to a total of thirty-six (36) months as a matter of state law after your right to receive COBRA continuation coverage has expired.

Under both COBRA and Cal-COBRA, all benefits you receive under continuation coverage are the same as the benefits available to active eligible employees and their eligible dependents. If coverage is modified for active eligible employees and their eligible dependents, it will be modified in the same manner for you and all other Qualified Beneficiaries. In that case, an appropriate adjustment in the Premium for continuation coverage

may be made. If your employer's group health plan with WHA terminates before your continuation coverage expires, you may maintain your coverage for the balance of your continuation period as if the group health plan had not terminated as long as, within thirty (30) days of your receipt of notice of the termination, you comply with any requirements that may be imposed regarding enrollment and payment of Premiums resulting from the termination. (See "Normal Period of Cal-COBRA Continuation Coverage" on the following pages.)

You do not need to submit evidence of insurability to obtain COBRA or Cal-COBRA continuation coverage. Additionally, if you meet all the eligibility requirements and you submit your election form and Premium on time, you cannot be denied COBRA or Cal-COBRA continuation coverage.

If you are self-employed and are not covered by a group health plan maintained by an employer with at least two (2) employees, you are not eligible for either COBRA or Cal-COBRA. Certain other people are not eligible to elect continuation coverage under COBRA or Cal-COBRA. See the sections below entitled "COBRA Benefits" and "Cal-COBRA Benefits" for more information about coverage and exclusions.

## **COBRA Benefits**

Your Right to Elect Continuation Coverage. In general, you are entitled to elect federal COBRA continuation coverage if you are a covered employee under your employer's group health plan, or if you are the spouse or dependent child of a covered employee. COBRA benefits also extend to any child born to or placed for adoption with a covered employee during a period of COBRA continuation coverage. However, small-employer group health plans (generally, fewer than twenty (20) employees) are exempt from COBRA, as are government health plans and church plans. Individuals who move out of the Service Area or no longer work in the Service Area are not eligible for COBRA continuation coverage under WHA.

If your employer's health plan is subject to COBRA, you have the right to elect continuation coverage for yourself and your eligible dependent spouse and children if your ordinary plan coverage would have ended for either of the following events (events triggering a right to elect continuation coverage are called "Qualifying Events"):

1. Your employment ends for a reason other than gross misconduct; or
2. Your work hours are reduced (including approved leave without pay or layoff).

Right of your Dependent Spouse & Children to Elect COBRA Continuation Coverage. Your eligible dependent spouse and each eligible dependent child has the separate right to elect continuation coverage upon the occurrence of any of the following Qualifying Events, if

written notification is sent to WHA – or to the employer if the employer administers the plan under contract with WHA – not later than sixty (60) days after the date of the Qualifying Event:

1. In the case of your eligible dependent spouse: your spouse may elect continuation coverage, which may include enrolled dependent children, if your spouse's coverage would have ended because of any of the following Qualifying Events:
  - a. Your death; or
  - b. The termination of your employment for a reason other than your gross misconduct, or the reduction of your work hours (including approved leave without pay or layoff); or
  - c. Your divorce or legal separation from your spouse, or the annulment of your marriage; or
  - d. You become entitled to Medicare benefits; or
  - e. A dependent enrolled in your group benefit plan loses dependent status.
2. In the case of your eligible dependent Child: your Child may continue coverage for himself or herself if your Child's coverage would have ended because of any of the following Qualifying Events:
  - a. Your death; or
  - b. The termination of your employment for a reason other than gross misconduct, or the reduction of your work hours (including approved leave without pay or layoff); or
  - c. Your divorce or legal separation from your spouse, or the annulment of your marriage; or
  - d. You become entitled to Medicare benefits; or
  - e. Your eligible dependent child ceases to be an eligible dependent under the rules of the plan.

## **Cal-COBRA Benefits**

Under Cal-COBRA, you may be able to take advantage of additional benefits not available to you under federal COBRA. If you are covered by a small employer group health plan (fewer than twenty (20) employees) and thus are ineligible for COBRA continuation coverage, you and/or your eligible dependent spouse and eligible dependent children may elect continuation coverage under Cal-COBRA for up to thirty-six (36) months following the occurrence of a Qualifying Event by notifying WHA in writing, or notifying your employer in writing if your employer administers the plan under contract with WHA, not later than sixty (60) days after the Qualifying Event.

Additionally, if you exhaust your federal COBRA benefits after September 1, 2003, you and/or your eligible

dependent spouse and eligible dependent children may elect and maintain additional continuation coverage under Cal-COBRA, up to a total of thirty-six (36) months of combined COBRA and Cal-COBRA continuation coverage, following the occurrence of a Qualifying Event. To elect additional Cal-COBRA coverage after exhaustion of your federal COBRA benefits, you must notify WHA in writing not later than thirty (30) days prior to the date your federal COBRA coverage period ends.

Individuals who move out of the Service Area are not eligible for Cal-COBRA continuation coverage under WHA.

Multiple Qualifying Events. The total period of continuation coverage under Cal-COBRA cannot exceed thirty-six (36) months no matter how many Qualifying Events may occur. For example, if you elect continuation coverage for yourself and your spouse because your employment is terminated (the first Qualifying Event), but you die during the continuation period (the second Qualifying Event), your spouse may elect to continue the coverage by sending the required notice within sixty (60) days after the second Qualifying Event (i.e., your death). However, your spouse may not receive, in total, more than thirty-six (36) months of continuation coverage, beginning from the date your employment was originally terminated.

Exclusions from Cal-COBRA. Cal-COBRA will not apply, and your entitlement to continuation coverage will terminate if it is already in effect, if: (i) you become eligible for Medicare benefits (even if you do not choose to enroll in Medicare Part B); (ii) you become covered by another group health plan that does not exclude or limit any preexisting condition you may have; (iii) you become eligible for federal COBRA by virtue of certain provisions of the Internal Revenue Code or ERISA; (iv) you become eligible for coverage under a government health plan governed by the Public Health Service Act; or (v) you fail to notify WHA within applicable time limits of a Qualifying Event or coverage election, you fail to pay your Premium on time or you commit fraud or deception in the use of WHA's health plan services.

## **COBRA and Cal-COBRA Election, Premium, Termination, Normal Period and Premature Termination**

Electing COBRA and Cal-COBRA Continuation Coverage. You elect continuation coverage under COBRA and Cal-COBRA in the same way, although the rates for COBRA and Cal-COBRA may be different. Once you have made Western Health Advantage or your employer aware of a Qualifying Event, you will be given a form with which to elect continuation coverage. The form will advise you of the amount of Premium required for the continuation coverage. (See below for Premium limits.) Please follow the directions on the form to elect

continuation coverage. Send the form to the following address, unless directed otherwise on the form:

Attn: COBRA Enrollment Department  
Western Health Advantage  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833-9754

The form must be delivered by first class mail, overnight courier or some other reliable means of delivery. Personal delivery is also acceptable. Please remember that the form must be completed and returned to the address above within sixty (60) days or the later of: (1) the date of the Qualifying Event; or (2) the date of the notice you received informing you of the right to elect continuation coverage. **Failure to return the form within the sixty (60) days' time limit will disqualify you from participating in Cal-COBRA continuation coverage.**

COBRA and Cal-COBRA Premium Payments. Your first Premium payment must be delivered to WHA, or to your employer if your employer administers the plan under contract with WHA, not later than forty-five (45) days following the date you provided written notice of your coverage election. The Premium must be delivered by first class mail, overnight courier or some other reliable means of delivery. Personal delivery is also acceptable. The amount remitted must be sufficient to pay all Premium amounts due. **Please note that failure to pay the required Premium within the forty-five (45) days' time limit will disqualify you from participating in Cal-COBRA or COBRA continuation coverage, even if you have previously made a timely election.**

The cost of continuation coverage under both COBRA and Cal-COBRA will include the Premium previously paid by the employee as well as any portion previously paid by the employer. Under federal COBRA, the rate will be not more than one hundred two percent (102%) of the applicable group coverage rate. Under Cal-COBRA, the rate can be up to one hundred ten percent (110%) of the applicable group coverage rate. Finally, you may be required to pay up to one hundred fifty percent (150%) of the applicable group coverage rate if you are receiving continuation coverage past the eighteen (18) months federal COBRA period due to disability.

Termination of COBRA/Cal-COBRA Continuation Coverage. Once continuation coverage is elected, the coverage period will run concurrently with any other continuation provisions (e.g., during leave without pay) except continuation under the Family and Medical Leave Act (FMLA).

Normal Period of COBRA Continuation Coverage. Continuation coverage begins on the date of the Qualifying Event and – unless terminated prematurely (see "Premature Termination of COBRA or Cal-COBRA" below) – continues for eighteen (18) months from the date of the Qualifying Event. However, if you or your



eligible dependent spouse or children are disabled within the meaning of Title II or XVI of the Social Security Act, coverage will continue for twenty-nine (29) months.

#### Normal Period of Cal-COBRA Continuation Coverage.

Continuation coverage begins on the date of the Qualifying Event and continues for thirty-six (36) months, unless earlier terminated (see "Premature Termination of COBRA or Cal-COBRA" below).

If you (or your eligible dependent spouse or children) are covered by federal COBRA and have elected Cal-COBRA continuation coverage not later than thirty (30) days prior to the expiration of the federal COBRA coverage period, Cal-COBRA continuation coverage will terminate thirty-six (36) months following the date of the first Qualifying Event.

Premature Termination of COBRA or Cal-COBRA. Your coverage (or the coverage of your eligible dependent spouse or children) under both COBRA and Cal-COBRA will terminate before the end of the normal continuation coverage periods upon the occurrence of any of the following events:

1. If you (or your eligible dependent spouse or children) fail to make a required Premium payment. (The Employer can automatically terminate coverage as of the end of the period for which all required payments have been made.)
2. As of the date new coverage takes effect for you (or your eligible dependent spouse or children) under any other group health plan.
3. As of the date you (or your eligible dependent spouse or children) become entitled to Medicare benefits.
4. As of the date your employer no longer provides group health coverage to any of its employees.
5. As of the date you (or your eligible dependent spouse or children) move out of WHA's Service Area, or commit fraud or deception in the use of its plan services.

## **Health Insurance Portability and Accountability Act (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 (HIPAA) is comprehensive federal legislation which provides, among other things, portability of health care coverage for individuals changing jobs or who otherwise lose their group health care coverage.

If Subscribers or dependents have questions concerning HIPAA, they may contact Office of Civil Rights at 866.627.7748 or at the following Internet address: [www.hhs.gov/ocr/hipaa](http://www.hhs.gov/ocr/hipaa). To the extent that the provisions of the Group Service Agreement and EOC/DF

do not comply with any provision of HIPAA, they are hereby amended to comply.

## **Termination for Discontinuance of a Product**

WHA may terminate your membership if the health plan described in this Agreement is discontinued as permitted or required by law. If WHA continues to offer other group products, we may terminate your membership under this product by sending you written notice at least ninety (90) days before the termination date. If WHA ceases to offer health care plans in the group market, WHA may terminate your membership by sending you written notice at least 180 days before the termination date.

## **Exception to Cancellation of Benefits**

WHA does not cover any services or supplies provided after termination of the Group Service Agreement or after any Member's coverage terminates. Coverage will end even if a course of treatment or condition began while coverage was in effect. Exceptions are as follows:

1. The Member is a registered bed patient in a hospital at the date of termination. The Member will continue to receive all benefits of coverage for the condition confining the Member to the hospital, subject to the payment fees and applicable Copayments and Deductibles. Benefits continue until they expire or the Member is discharged from the hospital, whichever occurs first.
2. The Member is receiving inpatient obstetrical care at the date of termination and there has been no default in payment fees. Inpatient obstetrical care will continue only through discharge.
3. The Member is Totally Disabled by a condition for which the Member is receiving covered benefits and the Member lost coverage as a result of the termination of the Group Service Agreement. WHA will continue to maintain full coverage during the disabling condition, subject to the payment fees and applicable Copayments and Deductibles. Coverage will end at the earliest of the following:
  - at the close of the twelfth (12th) month following termination,
  - when it is determined the Member is no longer disabled, or
  - when the Member is covered under a replacement agreement or policy without limitations as to the disabling condition.

- The Member has been notified that his/her coverage is being terminated for fraud or material misrepresentation or omission and has appealed the termination decision. Coverage for an ongoing course of treatment that was approved prior to the date of the termination will remain in effect from the date of the Appeal through resolution, subject to payment fees and applicable Copayments and Deductibles.

## Refunds

If your coverage terminates, paid Premiums for any period after the termination date and any other amounts due to you will be refunded to your employer within thirty (30) days, minus any amount due to WHA. Exceptions include termination by WHA for fraud or deception in the use of health services or facilities or for knowingly permitting such fraud or deception by another.

# FINANCIAL CONSIDERATIONS

## Payment Fees

Your employer is responsible for payment of monthly Premiums for WHA coverage. You will be notified by your employer if you are required to pay a portion of these Charges. Health services are covered only for Members whose payment fees have been received by WHA, and coverage extends only through the period for which such payment is received. (For COBRA and Cal-COBRA Members, see the information on the previous pages.)

## Changes in Rates/Benefits

Premium rates and Covered Services may be changed by WHA, to the extent permitted by law, during the term of the agreement. WHA will notify your employer in writing sixty (60) days prior to your contract renewal effective date, before any change in rates or benefits becomes effective.

## Other Charges

### Copayments

You are responsible for fees (Copayments) paid to providers at the time the service is rendered. See the Copayment Summary for specified Copayments.

The Charges you pay for percentage Copayments are based on WHA's contracted rates with our Participating Providers and/or Medical Groups.

Some offices may advise you that a fee will be charged for missed appointments unless you give advance notice

or missed the appointment because of an emergency situation.

Some offices may charge you a fee to provide copies of your medical records.

## Reimbursement Provisions

If, in an emergency, you have to use non-Participating Hospitals or Physicians, WHA will reimburse you for Charges or will arrange to pay the providers directly, minus applicable Copayments.

If you need to submit a claim, contact Member Services at one of the numbers listed below to find out where and how to submit it.

If you receive services from a Participating hospital or other facility, the cost sharing you pay for services will not exceed the amounts listed on your Copayment Summary, even if the services were provided by a Non-participating provider.

Non-participating hospitals and Physicians are prohibited under state law from billing you more than your applicable copayment and/or deductible for emergency services. When you receive emergency services from a non-participating hospital or Physician, WHA will receive a bill and will pay the reasonable and customary value for the services, as required by law. Regardless of the amount of the total billed charges, you are never responsible for more than your applicable copayment and/or deductible for hospital or physician services provided in an emergency. If you were billed more than your applicable copayment and/or deductible for emergency services provided by a non-participating hospital or Physician, you may report the provider to the California Department of Managed Health Care by calling 888.466.2219. You may also contact Member Services at one of the numbers listed below for assistance.

## Out-of-Pocket Maximum Liability

The annual out-of-pocket maximum liability (OOP) for Members under this Plan is described in your Copayment Summary.

The Copayments you pay during the calendar year (including medical, acupuncture and behavioral health) will be applied to the OOP, except as described below. When you pay a Copayment for Covered Services, ask for and keep the receipt. When the receipts add up to the amount of the annual OOP, submit your receipts to WHA. Please call our Member Services Department to find out where to submit your receipts. After you submit your receipts showing that you have met the OOP, WHA will provide you with a document that shows you do not have to pay any additional Copayments for Covered Services through the end of the calendar year.

Unless stated otherwise in your Copayment Summary, Copayments for the following Covered Services will not be applied to the OOP. You are required to continue to pay Copayments for these Covered Services after the OOP has been reached:

- Chiropractic
- Infertility benefits

Members are responsible for keeping all Copayment receipts and submitting these receipts to WHA as verification that the OOP has been reached for that calendar year.

## Coordination of Benefits

Coordination of benefits ("COB") is a process used by WHA and other health plans, employer benefit plans, union welfare plans, HMOs, insurance companies, government programs and other types of payors to make sure that duplicate payments are not made for the same claims when more than one Insurer covers a Member. This section summarizes the key rules by which WHA will determine the order of payment of claims while providing that the Member does not receive more than one hundred percent (100%) coverage from all plans combined.

All of the benefits provided under this EOC/DF are subject to COB. You are required to cooperate and assist with WHA's coordination of benefits by telling all of your health care providers if you or your dependents have any other coverage. You are also required to give WHA your Social Security Number and/or Medicare identification number to facilitate coordination of benefits.

### Definitions

"Primary Plan" means the plan whose coverage is primary to other Insurers and should pay first, up to its limits. If any covered expenses remain after the Primary Plan has paid, those would be paid by a "Secondary Plan" if they are covered services under the Secondary Plan.

### Rules When There is More Than One Commercial (Non-Medicare) Plan

These rules should be applied in the order in which they are listed in determining which plan is the Primary Plan and which is a Secondary Plan:

1. Plan Without COB Provision is Primary Plan

The following rules apply when there are two plans and both have a COB provision:

2. Plan Covering Patient as an Active or Retired Employee is the Primary Plan

When the Patient is the Employee with one plan and the dependent with another, the plan that covers the Patient as the Employee is the Primary Plan.

3. When the Patient is a Dependent Child With Both Plans, the Birthday Rule Applies

The plan of the Subscriber whose birthday occurs earliest in the calendar year is the Primary Plan for the dependents covered under that Subscriber's group health plan. The plan of the Subscriber whose birthday occurs later in the calendar year is the Secondary Plan for dependents covered under that Subscriber's group health plan.

4. How Primary Plan for Divorced or Legally Separated Spouses is Determined

- a. If spouses are legally separated or divorced and a court decree directs one parent to be financially responsible for the child's medical, dental or other health care expenses, the plan of the parent who is financially responsible will be the Primary Carrier.

- b. If there is no court decree regarding health care responsibility, the plan of the parent with custody is the Primary Plan.

5. Unmarried Spouses With Legal Custody

When there has been a divorce and the court has not assigned financial responsibility for the child's medical, dental or other health care expenses, and the parent with legal custody of the child has not remarried, the plan of the parent with legal custody of the child is the Primary Plan for the child, and the plan of the parent who does not have legal custody is the Secondary Plan.

6. Remarried Spouses

In the case of a divorced parent, when the court has not assigned financial responsibility for the child's medical, dental or other health care expenses, and the parent has remarried, the plan who covers the child as the dependent of the parent with custody is the Primary Plan, and the stepparent's plan is the Secondary Plan. The plan of the parent without custody is tertiary. If the parent with custody does not have his or her own health coverage, the stepparent's plan is then the Primary Plan and the plan of the parent without custody becomes the Secondary Plan.

7. When the Court Orders Joint Custody

When the court has awarded joint custody of dependent children to divorced or legally separated parents, WHA applies the birthday rule.

8. Retired and Laid-off Employees

When a retired or laid-off employee has more than one Insurer, the plan that provides coverage to the Member as an active employee is primary; the plan providing coverage as a retirement benefit is secondary.

9. When rules one through eight do not establish an order of benefit determination, the Insurer who has covered the patient the longest is the Primary Plan.

## Rules for Coordination with Medicare Coverage

**Note:** Medicare coordination of benefits rules are complex. Following is a general summary of the Medicare rules. If there is any conflict between this summary and the federal statutes and/or regulations, the federal statutes/regulations control.

WHA is the Primary Carrier for Members meeting the following criteria:

### 1. Working Aged

A Medicare working aged individual is a person who meets either a, b, or c:

- a. An age 65 or over working individual who:
  - i. Works for an employer that employs 20 or more employees, and
  - ii. Is covered under that employer's health plan and entitled to Part A & B
- b. Age 65 or over and a spouse of a worker employed by an employer of 20 or more employees who is covered under an employer's health plan and entitled to Part A & B, or
- c. A self-employed worker or spouse age 65+ who is:
  - i. Covered by the employer's health plan through association with a firm which employs 20 or more employees, and
  - ii. Entitled to Part A & B.

### 2. Retiree

If Member is retired, over age 65, and part of an Employer Group Health Plan (EGHP), Medicare is primary regardless of group size. If Member is age 65 or over and covered by Medicare and COBRA, Medicare is always primary to the COBRA plan.

### 3. End Stage Renal Disease/Permanent Kidney Failure

A WHA commercial plan is primary to Medicare during a 30-month coordination period for beneficiaries who have Medicare because of permanent kidney failure. This rule applies to both

those with permanent kidney failure who have their own coverage under WHA and to those covered under WHA as dependents. Additionally, this rule applies without regard to the number of employees or to the enrollee's employment status (i.e., Member can be on COBRA). The period for which WHA would be the primary payer begins with the earlier of:

- a. The first month of the enrollee's entitlement to Medicare Part A on the basis of permanent kidney failure, or
- b. The first month in which the enrollee would have been entitled to Medicare Part A if he or she had filed an application for Medicare on the basis of permanent kidney failure.

### 4. Disability

- a. A WHA commercial plan is primary for Members under the age of 65 who have Medicare because of a disability and who are covered under a Large Group Health Plan (LGHP) through their current employment or through the current employment of any family member. An LGHP is an employer which employs at least 100 employees.
- b. Note: This does not apply to disabled retirees. Medicare is always primary for retirees with a disability. Medicare is also primary to disabled Members who are on COBRA.

## Other COB Rules

### 1. Duplicate Coverage

- a. If a Member is covered by more than one WHA commercial group plan, WHA will use the COB rules under "Rules When There is More Than One Commercial (Non-Medicare) Plan" to determine which plan is primary. Members covered by more than one WHA plan who are not enrolled with the same PCP for both plans will not benefit from lower cost-sharing that would otherwise occur as a result of being enrolled in multiple plans.
- b. When a Member is covered by more than one plan and a benefit stipulates a maximum number of visits, the Member is entitled to the number of visits in the plan with the greater benefit. Example: If one plan covers 20 visits and the other 50 visits, the Member is limited to a total of 50 visits.

### 2. Pharmacy Benefits

With regards to pharmacy benefits, when the WHA plan is Secondary, or Member has dual WHA coverage, the Member must pay their Copayments at the time of service and submit

their receipts to WHA for reimbursement. Reimbursement will be made to the Member as long as the Prescription is covered under their pharmacy benefit plan and Member obtained the Prescription from a Participating Pharmacy. The maximum reimbursement to a Member cannot exceed what WHA would have paid if the WHA plan was Primary.

### 3. Disagreements With Other Insurers

For various reasons, WHA may encounter Insurers, administrators, and others who would ordinarily be the Primary Carrier but refuse to pay. When disagreements arise with Insurers, WHA abides by the rules employed by the other Insurer. WHA is obligated to provide all Covered Services regardless of WHA's ability to coordinate benefits.

## Third Party Responsibility – Subrogation

In the event a Member suffers injury, illness or death due to the act or omission of a third party (including but not limited to vehicle accidents, slip and falls, dog bites, work injuries, etc.) and complications incident thereto, WHA will furnish Covered Services. In the event any Recovery is obtained by the Member or his or her Representative due to such injury, illness or death, the Member and his or her Representative must reimburse WHA for the value of Covered Services as set forth below. By executing an enrollment application or otherwise enrolling in this Plan, each Member grants WHA or its Medical Group / IPA, as appropriate, a lien on any such Recovery and agrees to protect the interests of WHA when there is any possibility that a Recovery may be received. Each Member also specifically agrees as follows:

1. Immediately following the initiation of any injury, illness or death claim, the Member or his or her Representative shall provide the following information to WHA's Recovery Agent in writing: the name and address of the third party; the name of any involved attorneys; a description of any potentially applicable insurance policies; the name and telephone number of any adjusters; the circumstances which caused the injury, illness or death; and copies of any pertinent reports or related documents;
2. Each Member or Representative shall execute and deliver to WHA or its Recovery Agent any and all lien authorizations, assignments, releases or other documents requested which may be needed to fully and completely protect the legal rights of WHA;
3. Immediately upon receiving any Recovery, the Member or Representative shall notify WHA's

Recovery Agent and shall reimburse WHA for the value of the services and benefits provided, as set forth below. Any such Recovery by or on behalf of the Member and/or Representative will be held in trust for the benefit of WHA and will not be used or disbursed for any other purpose without WHA's express prior written consent. If the Member and/or Representative receive any Recovery which does not specifically include an award for medical costs, WHA will nevertheless have a lien against such Recovery; and

4. Any Recovery received by the Member or Representative shall first be applied to reimburse WHA for Covered Services provided and/or paid, regardless of whether the total amount of Recovery is less than the actual losses and damages incurred by the Member and/or Representative.

Where used within this provision, "WHA" means Western Health Advantage, Participating Hospitals or Physicians providing Covered Services and/or their designees.

"Recovery" means any compensation received from a judgment, decision, award, insurance payment or settlement in connection with a civil, criminal or administrative claim, complaint, lawsuit, arbitration, mediation, grievance or proceeding which arises from the act or omission of a third party, including uninsured and underinsured motorist claims.

"Recovery Agent" means the law firm of Tennant & Ingram at the following contact information:

WHA TPL  
c/o Tennant & Ingram  
2101 W Street  
Sacramento, CA 95818  
916.244.3400  
916.244.3440 fax

WHA reserves the right to change the Recovery Agent upon written notification to employer groups, Subscribers or Members via a Plan newsletter, direct letter, e-mail or any other written notification.

"Representative" means any person pursuing a Recovery due to the injury, illness or death of a Member, including but not limited to the Member's estate, representative, family member, appointee, heir or legal guardian.

The following section is not applicable to workers' compensation liens, may not apply to certain ERISA plans, hospital liens, and Medicare plans and certain other plans, and may be modified by written agreement.\*

The amount WHA is entitled to recover for capitated and/or non-capitated Covered Services pursuant to its reimbursement rights described in this EOC/DF is determined in accordance with California Civil Code

Section 3040. Normally, this amount will not exceed one third (1/3) of the Recovery if the Member or Representative engages and pays an attorney or one half (1/2) of the Recovery if no attorney is engaged and paid. WHA's lien is subject to reduction if any final judgment includes a special finding by a judge, jury or arbitrator that the Member was partially at fault for the incident. In that case, the lien will be reduced commensurate with the Member's percentage of fault as determined by the final judgment. This reduction will be calculated using the total value of the lien, and prior to any other reductions.

\* Reimbursement related to worker's compensation benefits, ERISA plans, hospital liens, Medicare and other programs not covered by Civil Code Section 3040 will be determined in accordance with the provisions of this EOC/DF and applicable law.

## Other Limitations on Coverage

Limitations on your coverage may apply in the event of major disasters, epidemics, labor disputes and other circumstances beyond WHA's control.

## MEMBER SATISFACTION PROCEDURE

WHA strives to provide exceptional health care services to you. If you have a concern about your medical care, you should discuss it with your PCP. If you need help answering your questions, clarifying procedures or investigating Complaints, call Member Services toll-free at 888.563.2252 between 8 a.m. and 6 p.m. Monday through Friday.

If you prefer, you can visit or write to:

Attn: Appeals and Grievance Coordinator  
Member Services Department  
Western Health Advantage  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

A Member Services representative will research and respond to your questions. If you are not satisfied with the response or action taken, you may pursue a formal Appeal or Grievance.

## Information and Assistance in Other Languages

WHA is committed to providing language assistance with the Appeal and Grievance Procedure, Expedited Appeal Review and Independent Medical Review to Members whose primary language is not English. To get help in your language, please call Member Services at one of the phone numbers listed below.

## Appeal and Grievance Procedure

If you have a Complaint with regard to WHA's failure to authorize, provide or pay for a service that you believe is covered, a cancellation, termination, non-renewal or rescission of your membership or any other Complaint, please call Member Services toll-free at 888.563.2252 for assistance. If your Complaint is not resolved to your satisfaction after working with a Member Services representative, a verbal or written Appeal or Grievance may be submitted to:

Attn: WHA Member Services,  
Appeals Department  
Western Health Advantage  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

Please include a complete discussion of your questions or situation and your reasons for dissatisfaction and submit the Appeal or Grievance to WHA Member Services, Appeals Department within one hundred eighty (180) days of the incident or action that caused your dissatisfaction. If you are unable to meet this period, please contact Member Services on how to proceed.

If you are appealing a denial of services included within an already-approved ongoing course of treatment, coverage for the approved services will be continued while the Appeal is being decided.

If you believe that your membership has been or will be improperly canceled, rescinded or not renewed, you may request a review by the Department of Managed Health Care after participating in WHA's grievance process for thirty (30) days. If your coverage is still in effect when you submit your Grievance to WHA, your coverage will be continued while your Grievance is being decided, including during the time it is being reviewed by the Department of Managed Health Care. All premiums must continue to be paid timely for coverage to continue. At the conclusion of the Grievance, including any appeal to the California Department of Managed Health Care (see below), if the issue is decided in your favor, coverage will continue or you will be reinstated retroactively to the date your coverage was initially terminated. All Premiums must be paid timely.

WHA sends an acknowledgment letter to the Member within five (5) calendar days of receipt of the Appeal or Grievance. A determination is rendered within thirty (30) calendar days of receipt of the Member's Appeal. WHA will notify the Member of the determination, in writing, within three (3) working days of the decision being rendered.

A Grievance Form and a description of the Grievance procedures are available at every Medical Group and Plan facility and on WHA's web site. In addition, a Grievance Form will be promptly sent to you if you request one by calling Member Services. If you would

like assistance in filing a Grievance or an Appeal, please call Member Services and a representative will assist you in completing the Grievance Form or explain how to write your letter. We will also be happy to take the information over the phone verbally.

It is the policy of WHA to resolve all Appeals and Grievances within thirty (30) days of receipt. For appeals of denials of coverage or benefits, you will be given the opportunity to review the contents of the file and to submit testimony to be considered. Written notification of the disposition of the Grievance or Appeal will be sent to the Member and will include an explanation of the contractual or clinical rationale for the decision. Contact Member Services for more detailed information about the Appeal and Grievance procedure.

## Department of Managed Health Care Information

The California Department of Managed Health Care (DMHC) 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 one of the numbers listed below 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 thirty (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 an 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, 888.HMO.2219 (888.466.2219), and a TDD line, 877.688.9891, for the hard of hearing and speech impaired. The department's Internet Web site, [www.hmohelp.ca.gov](http://www.hmohelp.ca.gov), has Complaint forms, IMR application forms and instructions online.**

The Plan's Grievance process and the Department's Complaint review processes are in addition to any other dispute resolution procedures that may be available to you, and your failure to use these processes does not preclude your use of any other remedy provided by law.

## Grievances Related to Behavioral Health or Chemical Dependency Detoxification Benefits

For any Complaints regarding behavioral health and chemical dependency services, please contact Optum, your behavioral health and chemical dependency carrier, at 888.440.8225. If you believe that Optum is not providing these services at the same level as your medical benefits, including the same Copayments and Deductibles, please contact WHA at the phone numbers above under "Appeal and Grievance Procedure", or contact the DMHC as described above.

## Expedited Appeal Review

An expedited Appeal is a request by the Member, by a practitioner on behalf of the Member or by a representative for the Member requesting reconsideration of a denial of services which requires that a review and determination be completed within seventy-two (72) hours, as the treatment requested may be addressing severe pain or an imminent and serious threat to the health of the Member, including but not limited to potential loss of life, limb or major bodily function.

The expedited Appeal process is initiated upon receipt of a letter, fax and/or verbal request in person or by telephone from the Member, a practitioner on behalf of the Member or a representative of the Member. To request an expedited Appeal via telephone, please call Member Services at one of the numbers listed below.

The request is logged and all necessary information is collected in order to review and render a decision. You will be notified of your right to immediately contact the Department of Managed Health Care and that it is not necessary to participate in WHA's Grievance process prior to applying to the Department of Managed Health Care for review of an urgent Grievance.

If WHA determines that a delay of the requested review meets the criteria above, the Appeal is then reviewed under expedited conditions.

After an appropriate clinical peer reviewer has reviewed all of the information, a decision is rendered. The decision is then communicated verbally via telephone to the Member and practitioner no later than seventy-two (72) hours after the review began. A letter documenting the decision, whether it is to overturn or to uphold the original denial, is sent to the practitioner, with a copy to the Member, within two (2) working days of the decision. The letter contains all clinical rationale used in making the decision.

## Independent Medical Review (IMR)

Members may seek an Independent Medical Review (IMR) through the Department of Managed Health Care (DMHC) whenever covered health care services have been denied, modified or delayed by WHA, its contracting Medical Groups or its Participating Providers if the decision was based in whole or in part on findings that the proposed services were not Medically Necessary. A decision regarding a Disputed Health Care Service relates to the practice of medicine and is not a Coverage Decision. All Disputed Health Care Services are eligible for an IMR if the following requirements are met:

1. a. The Member's provider has recommended the health care services as Medically Necessary; or  
b. The Member has received an Urgent Care or Emergency Service that a Provider determined was Medically Necessary; or  
c. In the absence of a. and b. above, the Member has been seen by an in-plan provider for the diagnosis or treatment of the medical condition for which the Member seeks an IMR.
2. The Disputed Health Care Service has been denied, modified or delayed based on WHA's decision that it is not Medically Necessary.
3. The Member has filed a Grievance with WHA and the decision has been upheld or remains unresolved past thirty (30) days. The DMHC (also called the "Department") may waive the requirement that the Member participate in the Plan's Grievance process in extraordinary or compelling cases.

There is no application or processing fee required.

When WHA receives notice from the Department that the Member's request for an IMR has been approved, WHA will submit the documents required by Health & Safety Code §1374.30(n) within three (3) days. The decision of the Independent Medical Review agency is binding on WHA.

To apply for an IMR, please call our Member Services Department between 8 a.m. and 6 p.m., Monday through Friday, at one of the numbers listed below to request the application form. Or if you prefer, you can come directly to our office or request the form in writing at:

Attn: Appeals and Grievance Coordinator  
Member Services Department  
Western Health Advantage  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

## Independent Medical Review of Investigational/Experimental Treatments

WHA excludes from coverage services, medication or procedures which are considered investigational and/or experimental and which are not accepted as standard medical practice or are not likely to be more beneficial for the treatment of a condition or illness than the available standard treatment.

If a specific procedure is requested and, after careful review by the appropriate medical personnel, the Plan's determination is that the therapy is experimental or investigational and, therefore, not a Covered Service, the Member will be notified of the denial in writing within five (5) business days of the decision.

If the Member has a Life-Threatening or Seriously Debilitating Condition and it is determined by a Physician that the Member is likely to die within two (2) years or that the Member's health or ability to function could be seriously harmed by waiting the usual thirty (30) business days for review; if the Member's treating Physician certifies that the Member has a condition for which the standard therapies have not been effective or would not be medically appropriate; or if we do not cover a more beneficial standard therapy than the one proposed by the Member or his/her Physician, an expedited review may be requested. In that case, a decision will be rendered within seven (7) days. The Appeal request may be verbal or written. You may apply to the Department of Managed Health Care (DMHC) for Independent Medical Review. The DMHC does not require that an enrollee participate in the Plan's Grievance system prior to seeking an IMR of a decision to deny coverage on the basis that the treatment or service is considered experimental/investigational.

The written request can be submitted to the Plan at:

Attn: WHA Member Services,  
Appeals Department  
Western Health Advantage  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

A WHA Member has the right to request an Independent Medical Review when coverage is denied as an Experimental or Investigational Procedure and the Member's Physician certifies that the Member has a terminal condition for which standard therapies are not or have not been effective in improving the Member's condition, or would not be medically appropriate for the Member, or that there is no more beneficial standard therapy covered by WHA than the therapy recommended, pursuant to the following:

1. Either the Member's Physician, contracted with WHA, has recommended treatment that he/she certifies in writing is likely to be more beneficial to



the Member than any available standard therapies; or

2. The Member, or his/her Physician who is a licensed, board-certified or board-eligible Physician not contracted with WHA but qualified to practice in the specialty appropriate to treat the Member's condition, has requested a therapy that, based on two (2) documents from the medical and scientific evidence, is likely to be more beneficial for the Member than any available standard therapy. The Physician's certification must include a statement of evidence relied upon by the Physician in certifying his/her recommendation.

**Note:** WHA is not financially responsible for payment to non-contracted providers that are not Prior Authorized.

If a Member with a Life-Threatening or Seriously Debilitating Condition who meets the criteria above disagrees with the denial of a service, medication, device or procedure deemed to be experimental, he/she may request a review by outside medical experts. This request can be made verbally or in writing. The Member may also request a face-to-face meeting with WHA's Chief Medical Officer to discuss the case. WHA will gather all medical records and necessary documentation relevant to the patient's condition and will forward all information to an external independent reviewer within five (5) days of the date of the request.

You may apply to the Department of Managed Health Care (DMHC) for an Independent Medical Review (IMR) of the denial of a treatment or service that is experimental or investigational. The DMHC does not require that an enrollee participate in the Plan's Grievance system prior to seeking an IMR of a decision to deny coverage on the basis that the treatment or service is considered experimental/investigational. There is no application or processing fee required. When WHA receives notice from the DMHC regarding the Member's application for an IMR, WHA will submit all of the enrollee's medical records from the Plan or its contracting providers within three (3) business days. The decision of the IMR review agency is binding on WHA.

If the Member is not in a Life-Threatening or Seriously Debilitating Condition or if his/her health or ability to function will not be seriously harmed by waiting, the decision will be rendered within thirty (30) business days. The independent expert may request that the deadline be extended by up to three (3) days due to a delay in receiving all of the necessary documentation from WHA, the Member and/or the Physician.

If the enrollee's in-network or out-of-network Physician determines that the proposed experimental / investigational therapy would be significantly less effective if not promptly initiated, the analyses and recommendations of the experts on the IMR panel shall

be rendered within seven (7) days of the request for expedited review.

## Notice of Non-Discrimination

Western Health Advantage complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

Western Health Advantage does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Western Health Advantage:

- 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 the Member Services Manager.

If you believe that Western Health Advantage 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:

Western Health Advantage  
Member Services Manager  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833, 888.563.2250  
916.563.2252 or 888.877.5378 (TTY)  
fax 916.568.0126  
memberservices@westernhealth.com

You can file a grievance in person or by mail, fax, or email. If you need help filing a grievance, the Member Services Manager is available to help you.

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 Complaints portal available at:

<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>  
U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, D.C. 20201  
800.368.1019 or 800.537.7697 (TDD)

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

## Binding Arbitration

Disputes between you and WHA are typically handled and resolved through WHA's Grievance, Appeal and Independent Medical Review processes described above. However, in the event that a dispute is not resolved in those processes, WHA uses binding arbitration as the final method for resolving all such disputes.

As a condition of your membership in WHA, you agree that any and all disputes between yourself (including any heirs or assigns) and Western Health Advantage, including claims of medical malpractice (that is as to whether any Medical Services rendered under the health plan were unnecessary or unauthorized or were improperly, negligently or incompetently rendered), except for Small Claims Court cases, claims subject to ERISA, and any other claims that cannot be subject to binding arbitration under federal or state law shall be determined by binding arbitration. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings. You and WHA, including any heirs or assigns to this agreement, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of binding arbitration.

This agreement to arbitrate shall be enforced even if a party to the arbitration is also involved in another action or proceeding with a third party arising out of the same matter. WHA's binding arbitration process is conducted by mutually acceptable arbitrator(s) selected by the parties.

If the parties fail to reach an agreement on arbitrator(s) within thirty (30) days of the filing of the arbitration with the American Arbitration Association, then either party may apply to a court of competent jurisdiction for appointment of the arbitrator(s) to hear and decide the matter.

A Member may initiate arbitration by submitting a demand for arbitration to WHA at the address that follows.

The demand must have a clear statement of the facts, the relief sought and a dollar amount and be sent to:

Attn: CFO  
Western Health Advantage  
2349 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833

The arbitration procedure is governed by the American Arbitration Association commercial rules. Copies of these rules and other forms and information about arbitration

are available through the American Arbitration Association at [adr.org](http://adr.org) or 800.778.7879.

The arbitrator is required to follow applicable state or federal law. The arbitrator may interpret this EOC/DF, but will not have any power to change, modify or refuse to enforce any of its terms, nor will the arbitrator have the authority to make any award that would not be available in a court of law. At the conclusion of the arbitration, the arbitrator will issue a written opinion and award, setting forth findings of fact and conclusions of law. The award will be final and binding on all parties except to the extent that state or federal law provide for judicial review of arbitration proceedings.

The parties will share equally the arbitrator's fees and expenses of administration involved in the arbitration. Each party also will be responsible for their own attorneys' fees. In cases of extreme hardship to a Member, WHA may assume all or a portion of the Member's share of the fees and expenses associated with the arbitration. Upon written notice by the Member requesting a hardship application, WHA will forward the request to an independent, professional dispute resolution organization for a determination. Such a request for hardship should be submitted to the address provided above. Effective July 1, 2002, Members who are enrolled in an employer's plan that is subject to ERISA, 29 U.S.C. §1001 et seq., a federal law regulating benefit plans, are not required to submit to mandatory binding arbitration any disputes about certain "adverse benefit determinations" made by WHA. Under ERISA, an "adverse benefit determination" means a decision by WHA to deny, reduce, terminate or not pay for all or a part of a benefit. However, you and WHA may voluntarily agree to arbitrate disputes about these "adverse benefit determinations" at the time the dispute arises. The location of the arbitration shall be Sacramento, CA.

# DEFINITIONS

**Capitalized terms used in this EOC/DF that are not listed here are defined in the body of the EOC/DF.**

**Appeal** means a formal request, either verbal or written, by a practitioner or Member for reconsideration of a decision, such as a utilization review recommendation, a benefit payment, an administrative action or a quality-of-care or service issue.

**Brand Name medication** is a Prescription drug manufactured, marketed, and sold under a given name.

**Charges** means the Participating Provider's contracted rates or the actual charges payable for Covered Services, whichever is less. Actual Charges payable to non-Participating Providers shall not exceed usual, customary and reasonable charges as determined by WHA.

**Complaint** means any written or oral expression of dissatisfaction and shall include any complaint, dispute, request for reconsideration or appeal made by a Member or the Member's representative or Provider about their experience with WHA, a Medical Group and/or any WHA Participating Providers.

**Contracted Rate** means the amount payable for a particular service rendered by WHA Participating Providers and/or Medical Groups.

**Copayment** means an additional fee charged to a Member which is approved by the California Department of Managed Health Care, provided for in the Group Service Agreement and disclosed in this EOC/DF or in the Member's Copayment Summary. Percentage Copayments are based on WHA's contracted rates for service.

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

**Coverage Decision** means the approval or denial of health care service by the Plan or by one of its Contracted Medical Groups, substantially based on a finding that the provision of a particular service is included or excluded as a covered benefit under the terms and conditions of the Plan contract. It does not encompass a decision regarding a Disputed Health Care Service.

**Covered Services** means those Medically Necessary health care services and supplies which a Member is entitled to receive, as defined solely by WHA, described in the "Principal Benefits and Covered Services" section and not excluded or limited by the "Principal Exclusions and Limitations" section of this EOC/DF.

**Custodial Care** means care which can be provided by a layperson, which does not require the continuing attention of trained medical or paramedical personnel and which has no significant relation to treatment of a medical condition.

**Deductible** means the amount of money a Member or family must pay in a calendar year for certain services before WHA will cover those services at the applicable Copayment in that calendar year.

**Dental Services** means any services or X-ray exams involving one or more teeth, the tissue or structure around them, the alveolar process or the gums. Such services are considered dental even if a condition requiring any of these services involves a part of the body other than the mouth, such as treatment of Temporomandibular Joint Disorders (TMJD) or malocclusion involving joints or muscles by such methods as crowning, wiring or repositioning teeth.

**Disputed Health Care Service** means any health care service eligible for coverage and payment under a health care service plan contract that has been denied, modified or delayed by a decision of the Plan or by one of its contracting Medical Groups or Participating Providers, due in whole or in part to a finding that the service is not Medically Necessary. A decision regarding a Disputed Health Care Service relates to the practice of medicine and is not a Coverage Decision.

**Durable Medical Equipment** means Medically Necessary standard equipment that can withstand repeated use, that is primarily and customarily used to serve a medical purpose and that generally is not useful to a person in the absence of an illness or injury.

**Educational Services** means services or supplies whose purpose is to provide any of the following: behavioral training in connection with the activities of daily living, such as eating, working and self-care; instruction in scholastic skills such as reading, writing, and gaining academic knowledge for educational advancement; tutoring; educational testing; and preparation for an occupation.

**Emergency Medical Condition** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe chest pain) such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- Placing the patient's health (or in the case of a pregnant woman, the health of the woman and/or her unborn child) in serious jeopardy.
- Serious impairment to bodily functions, or
- Serious dysfunction or any bodily organ or part.

**Emergency Services and Care** also pertain to:

- Psychiatric screening, examination, evaluation and treatment by a Physician or other personnel, to the extent permitted by applicable law and within the scope of their licensure and privileges.
- Care and treatment necessary to relieve or eliminate the psychiatric Emergency Medical Condition within the capability of a facility.

**Exigent** circumstances exist when a Member suffering from a health condition that may seriously jeopardize the Member's life, health, or ability to regain maximum function or when a Member is undergoing a current course of treatment using a non-formulary drug.

**Experimental or Investigational Procedures** means services, tests, treatments, supplies, devices or drugs which WHA determines are not accepted as either standard medical practice by informed medical professionals in the United States at the time the services, tests, treatments, supplies, devices or drugs are rendered, or as safe and effective in treating or diagnosing the condition for which their use is proposed, or are not likely to be more beneficial for the treatment of a condition or illness than the available standard treatment.

**FDA-approved** means drugs, medications and biologicals that have been approved by the Food and Drug Administration (FDA).

**Generic medication** is a Prescription drug that is medically equivalent to a Brand Name medication as determined by the FDA and meets the same standards as a Brand Name medication in all facets: purity, safety, strength and effectiveness.

**Grievance** means any written or oral expression of dissatisfaction and shall include any complaint, dispute, request for reconsideration or appeal made by a Member, the Member's representative or Provider about their experience with WHA, a Medical Group and/or any WHA Participating Providers.

**Group Service Agreement** means the UC Health and Welfare Insured Plans – 2013 Standardized Contract between your employer and WHA.

**Hospice** means a public agency or private organization that is a Participating Provider and is primarily engaged in providing pain relief, symptom management and supportive services to terminally ill people and their families.

**Hospice Care** means services provided by Participating Providers to Members who are certified in writing by a Participating Physician to be terminally ill (i.e., the Member's medical prognosis is that the life expectancy is twelve months or less), emphasizing supportive services

and dietary counseling under the direction of a Participating Physician in accordance with a written plan of care, including but not limited to services that are home-based.

**Hospital Services** means all Inpatient and Outpatient Hospital Services as herein defined.

**Independent Medical Review** means a review that the Member has the opportunity to seek whenever health care services have been denied, modified or delayed by the Plan or by one of its contracting Medical Groups or Providers if the decision was based on a finding that the proposed services are not Medically Necessary.

**Inpatient Hospital Services** means those Covered Services which are provided on an inpatient basis by a hospital, excluding long term, non-acute care.

**Life-Threatening** means either or both of the following:

1. Diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted.
2. Diseases or conditions with potentially fatal outcomes, when the goal of clinical intervention or treatment is survival.

**Maintenance medication** is any covered Prescription medication that is to be taken beyond sixty (60) days. Examples include medications for high blood pressure, diabetes, arthritis, allergy and oral contraceptives.

**Medical Director** means a Physician employed by or under contract with WHA, having the responsibility for implementing WHA's utilization management system and quality of care review system. The Medical Director is the Physician who determines appropriate Prior Authorization of Covered Services.

**Medical Group or Contracted Medical Group** means a group of Physicians who have entered into a written agreement with WHA to provide or arrange for the provision of Medical Services and to whom a Member is assigned for purposes of primary medical management. Medical Group includes contracted Independent Practice Associations, also called "IPAs".

**Medical Services** means those professional services of Physicians and other health care professionals, including medical, surgical, diagnostic, therapeutic and preventive services, which are included in "Principal Benefits and Covered Services" and which are performed, prescribed or directed by a Primary Care Physician or Specialist Physician.

**Medically Necessary** means that which WHA determines:

- Is appropriate and necessary for the diagnosis or treatment of the Member's medical condition, in

accordance with professionally recognized standards of care;

- Is not mainly for the convenience of the Member or the Member's Physician or other provider; and
- Is the most appropriate supply or level of service for the injury or illness.

For hospital admissions, this means that acute care as an inpatient is necessary due to the kind of services the Member is receiving, and that safe and adequate care cannot be received as an outpatient or in a less intensive medical setting.

**Medicare** is the name commonly used to describe Health Insurance Benefits for the Aged and Disabled provided under Public Law 89-97 as amended to date or as later amended.

**Member** means a Subscriber or qualified dependent Family Member who is entitled to receive Covered Services.

**Open Enrollment Period** means a period established by the University, during which eligible persons who are not currently enrolled in WHA may do so without submitting proof of insurability.

**Orthotic Device** means a rigid or semi-rigid device used as a support or brace and affixed to the body externally to support or correct a defect or function of an injured or diseased body part, which is Medically Necessary to the medical recovery of the Member, excluding devices to enable the Member to participate in athletic activity, whether this activity is prior to any injury or as a part of the medical recovery service.

**Outpatient Hospital Services** means those Covered Services which are provided by a hospital to Members who are not inpatients at the time such services are rendered.

**Participating Hospital** means a duly licensed hospital which, at the time care is provided to a Member, has a contract in effect with WHA or a Contracted Medical Group to provide Hospital Services to Members. The Covered Services which some Participating Hospitals may provide to Members are limited by WHA's utilization review and quality assurance policies or by WHA's contract with the hospital.

**Participating Pharmacy** is a pharmacy under contract with WHA, authorized to dispense covered Prescription medications to members who are entitled under the pharmacy benefit to receive them. Refer to the WHA Provider Directory for a list of Participating Pharmacies.

**Participating Physician** means a Physician who, at the time care is provided to a Member, has a contract in effect with WHA or a Contracted Medical Group to provide Medical Services to Members.

**Participating Provider** means a Contracted Medical Group, Participating Physician, Participating Hospital or other licensed health professional or licensed health facility who or which, at the time care is provided to a Member, has a contract in effect with WHA to provide Covered Services to Members. Information about Participating Providers may be obtained by telephoning WHA at one of the numbers listed below.

**Period of Initial Eligibility (PIE)** means a period during which a Subscriber or Eligible Dependent may enroll without furnishing proof of insurability. The PIE begins the day the Subscriber or Eligible Dependent becomes eligible and ends 31 calendar days from the first date of eligibility (or the preceding business day if the 31st day is on a weekend or a holiday).

**Physician** means a duly licensed "physician and surgeon" under California law.

**Plan** refers to the WHA plan of health care benefits described in this EOC/DF.

**Preferred Brand Name (or Tier 2) medication** means a Brand Name medication that is listed on the WHA Preferred Drug List (PDL).

**Preferred Drug List (PDL)** is a listing of medications developed by WHA's Pharmacy and Therapeutics (P&T) Committee as drugs of choice in their respective classes of "Preferred Generic medication" or "Preferred Brand Name medication". Please note that a drug's presence on the WHA PDL does not guarantee that the member's physician will prescribe the drug. Members may request a copy of the PDL by calling WHA Member Services or view the document on WHA's website at [westernhealth.com](http://westernhealth.com).

Drugs are evaluated regularly by the P&T Committee, which meets every other month, to determine the additions and possible deletions of medications and to ensure rational and cost-effective use of pharmaceutical agents. Physicians may request that the P&T Committee consider adding specific medications to the PDL. The Committee reviews all medications for their efficacy, quality, safety, similar alternatives and cost in determining their inclusion on the PDL.

**Preferred Generic (or Tier 1) medication** means a Generic medication that is listed on the WHA Preferred Drug List (PDL).

**Premium** means the payment fee to be paid by or on behalf of Members in order to be entitled to receive Covered Services.

**Prescription** is a written or oral order for a Prescription medication directly related to the treatment of an illness or injury and is issued by the attending physician within the scope of his or her professional license.

**Prescription medication** is a drug which has been approved by the FDA and which can, under federal or state law, be dispensed only pursuant to a Prescription order from a duly licensed physician.

**Primary Care Physician or PCP** means a Participating Physician who:

1. Practices in the area of family practice, internal medicine, pediatrics, general practice or obstetrics/gynecology;
2. Acts as the coordinator of care, including such responsibilities as supervising continuity of care, record keeping and initiating referrals to Specialist Physicians for Members who select such a Primary Care Physician; and
3. Is designated as a Primary Care Physician by the Medical Group.

**Primary Residence** applies to each Subscriber and dependent individually, and means a residence in which the Subscriber or dependent presently, permanently and physically resides on a full-time basis, no fewer than eight (8) continuous months out of any 12-month period. A residence in which a Subscriber or dependent resides only on a limited basis (such as only on weekends) does not qualify as a Primary Residence.

**Prior Authorization** means written approval from the Medical Director before a service or supply is received. In most instances, this function is delegated to a Medical Group.

**Prosthetic Device** means an artificial device externally affixed to the body to replace a missing or impaired part of the body or a device to restore a method of speaking incident to a laryngectomy. "Prosthetic Devices" does not include electronic voice producing machines.

**Provider Reimbursement** means the contractual arrangement between WHA and the Participating Providers with which WHA contracts for the provision of covered benefits on behalf of the Members of WHA. The basic method of Provider Reimbursement used by WHA is "capitation": a per Member, per month payment by WHA to its contracted providers. Because WHA is a not for profit Plan, owned and directed by local health care systems, there are no bonus schedules or financial incentives in place between WHA and its contracted providers which will restrict or limit the amount of care which is provided under the benefits of this EOC/DF. For additional information regarding provider compensation issues, Members may request additional information from WHA, the provider or the provider's Medical Group or IPA.

**Seriously Debilitating** means diseases or conditions that cause major, irreversible morbidity or sickness.

**Service Area** means the geographic area in which WHA has been authorized by applicable regulatory agencies to provide routine Covered Services to Members. See the first page for a Service Area map and a list of zip codes within the Service Area.

**Specialist Physician** means a Physician contracted to provide more specialized health care services.

**Specialty Drug** means injectable and non-injectable drugs that have one or more key characteristics, including:

1. The requirement for frequent dosing adjustments and intensive clinical monitoring to decrease the potential for drug toxicity and increase the probability for beneficial treatment outcomes
2. The need for intensive patient training and compliance assistance to facilitate therapeutic goals
3. Limited or exclusive product availability and distribution
4. Specialized product handling and/or administration requirements
5. Cost in excess of \$600 for a 30-day supply

**Subscriber** means the person whose employment or other status (except for family dependency) is the basis for eligibility, who meets all applicable eligibility requirements of the University and has enrolled in accordance with the "Eligibility, Enrollment and Termination" section of this EOC/DF.

**Three-tier Copay Plan** means Preferred Generic medications listed on the PDL are covered at the lowest tier copayment level, Brand Name medications listed on the PDL are provided at the second tier copayment level, and drugs not listed on the PDL (Generic or Brand Name) are covered at the third tier copayment level. There are a small number of drugs, regardless of tier, that may require prior authorization to ensure appropriate use based on criteria set by the WHA P&T Committee.

**Totally Disabled** means that an individual is either confined in a hospital as determined to be Medically Necessary or is unable to engage in any employment or occupation for which the individual is (or becomes) qualified by reason of education, training or experience and is not, in fact, engaged in any employment or occupation for wage or profit. **Urgent Care** means services that are medically required within a short time frame, usually within twenty-four (24) hours, in order to prevent the serious deterioration of a Member's health due to an unforeseen illness or injury. Members must contact their Primary Care Physician, whenever possible, before obtaining Urgent Care.

**Vocational Rehabilitation** means evaluation, counseling and placement services designed or intended primarily

to assist an injured or disabled individual in finding appropriate employment.

**WHA** means Western Health Advantage.

# APPENDIX A\*

## Preventive Services Covered Without Cost-Sharing

The following preventive services are covered without copayment or cost-sharing. Your plan may provide additional preventive services at no cost to you; consult your Copayment Summary for more information.

Service	ADULTS		SPECIAL POPULATIONS	
	Men	Women	Pregnant Women	Children
Abdominal Aortic Aneurysm, Screening <sup>1</sup>	x			
Alcohol Misuse Screening and Behavioral Counseling	x	x	x	
Annual Well Visits for Children <sup>5</sup>				x
Annual Well Visits for Men <sup>39</sup>	x			
Annual Women's Well Visits <sup>6</sup>		x	x	
Aspirin for the Prevention of Cardiovascular Disease and Colorectal Cancer: Preventive Medication <sup>7</sup>	x	x		
Bacteriuria, Screening <sup>8</sup>			x	
Birth Control <sup>35</sup>		x		
Breast Cancer, Screening <sup>9</sup>		x		
Breast Cancer, Preventive Medications		x		
BRCA-Related Cancer in Women, Screening - Breast and Ovarian Cancer Susceptibility, Genetic Risk Assessment and BRCA Mutation Testing <sup>10</sup>		x		
Breastfeeding Support, Supplies and Counseling <sup>11</sup>		x	x	
Cervical Cancer, Screening <sup>12</sup>		x		
Chlamydial Infection, Screening <sup>13</sup>		x	x	
Colorectal Cancer Screening, including bowel prep <sup>14</sup>	x	x		
Congenital Hypothyroidism, Screening <sup>15</sup>				x
Diabetes Mellitus, Screening <sup>33</sup>	x	x		
Dental Caries in Preschool Children, Prevention <sup>16</sup>				x
Depression in Adults, Screening <sup>17</sup>	x	x	x	
Diet, Behavioral Counseling by PCP to Promote a Healthy Diet <sup>18</sup>	x	x		
Domestic Abuse, Screening/Counseling	x	x	x	x
Falls in Older Adults, Counseling, Preventive Medication (Vitamin D) and Other Interventions	x	x		
Folic Acid Supplementation to Prevent Neural Tube Defects, Preventive Medication, (Generic Required, Brand Name is Not Covered) <sup>19</sup>		x	x	
Gestational Diabetes Mellitus, Screening <sup>36</sup>			x	
Gonococcal Ophthalmia Neonatorum, Preventive Medication				x
Gonorrhea, Screening <sup>20</sup>		x	x	
Gonorrhea, Prophylactic Medication <sup>21</sup>				x
Hearing Loss in Newborns, Screening <sup>15</sup>				x
Hemoglobinopathies Screening in Newborns				x
Hepatitis B Virus Infection in Pregnant Women, Screening <sup>22</sup>			x	



Service	ADULTS		SPECIAL POPULATIONS	
	Men	Women	Service	Men
Hepatitis B Virus Infection, Screening – Adolescent, Adult	x	x		x
Hepatitis C Virus Infection in Adults, Screening <sup>4</sup>	x	x	x	
High Blood Pressure in Adults, Screening	x	x		
HIV, Screening <sup>23</sup>	x	x	x	x
HPV, Screening <sup>37</sup>		x		
Immunizations <sup>24</sup>	x	x		x
Intimate Partner Violence and Elderly Abuse, Screening		x		
Iron Deficiency Anemia, Prevention – Counseling by PCP <sup>2</sup>				x
Iron Deficiency Anemia, Screening <sup>3</sup>			x	
Lead Screening				x
Lipid Disorders in Adults, Screening <sup>25</sup>	x	x		
Low-Dose Aspirin Use for the Prevention of Morbidity and Mortality From Preeclampsia, Preventive Medication			x	
Lung Cancer Screening <sup>40</sup>	x	x		
Major Depressive Disorder in Children and Adolescents, Screening <sup>26</sup>				x
Obesity in Adults, Screening <sup>27</sup>	x	x		
Obesity in Children and Adolescents, Screening				x
Osteoporosis, Screening <sup>28</sup>		x		
Phenylketonuria (PKU), Screening <sup>15</sup>				x
Preeclampsia Screening			x	
Prenatal screening under the California Prenatal Screening Program			x	
Rh (D) Incompatibility, Screening <sup>29</sup>			x	
Sexually Transmitted Infections, Counseling <sup>30</sup>	x	x		x
Sickle Cell Disease in Newborns, Screening <sup>15</sup>				x
Skin Cancer, Counseling <sup>41</sup>	x	x	x	x
Statins for the Primary Prevention of Cardiovascular Disease <sup>42</sup>	x	x		
Syphilis Infection, Screening <sup>31</sup>	x	x	x	
Tubal Ligations <sup>38</sup>		x		
TB Skin Test				x
Tobacco Use and Tobacco-Caused Disease, Counseling by PCP and Prescription and Over-the-Counter Medications <sup>32</sup>	x	x	x	x
Visual Impairment in Children Younger than Ages 1 to 5, Screening <sup>34</sup>				x

## Footnotes:

\* This Appendix A includes the 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 with respect to the individual involved ([www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html](http://www.ahrq.gov/professionals/clinicians-providers/guidelines-recommendations/guide/index.html)) and, with respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in comprehensive guidelines supported by the Health Resources Services Administration. In order for an office visit to be considered "preventive," the service must have been provided or ordered by your PCP, or an OB/GYN who is a Participating Physician within your Medical Group or participating in Advantage Referral, and the primary purpose of the office visit must have been to obtain the preventive service. WHA and its Medical Groups may impose reasonable medical management techniques to determine the frequency, method, treatment or setting for a preventive service or item unless the particular guideline itself specifies otherwise. Except for the medications, supplements or items listed in Appendix A, WHA does not cover any medications, supplements or items that are generally available over the counter, even if the Member has received a Prescription for the medications, supplements or items.

- <sup>1</sup> One-time screening by ultrasonography in men aged 65 to 75 who have ever smoked.
- <sup>2</sup> Counseling regarding routine iron supplementation for asymptomatic children aged 6 to 12 months who are at increased risk for iron deficiency anemia. Iron supplements are available over the counter and are not covered.
- <sup>3</sup> Routine screening in asymptomatic pregnant women.
- <sup>4</sup> Persons at high risk for infection, and one-time screening for adults born between 1945 and 1965.
- <sup>5</sup> Children under age 18.
- <sup>6</sup> Women of all ages.
- <sup>7</sup> Low-dose aspirin use for the primary prevention of cardiovascular disease (CVD) and colorectal cancer (CRC) in adults aged 50 to 59 years who have a 10% or greater 10-year CVD risk, are not at increased risk for bleeding, have a life expectancy of at least 10 years, and are willing to take low-dose aspirin daily for at least 10 years.
- <sup>8</sup> Pregnant women at 12-16 weeks gestation or at first prenatal visit, if later.
- <sup>9</sup> Mammography every 1-2 years for women 40 and older.
- <sup>10</sup> Referral for women whose family history is associated with an increased risk for deleterious mutations in BRCA1 or BRCA2 genes for genetic counseling and evaluation for BRCA testing.
- <sup>11</sup> Lactation support, supplies and counseling during pregnancy and post-partum to promote and support breastfeeding.
- <sup>12</sup> Women aged 21-65 who have been sexually active and have a cervix.
- <sup>13</sup> Sexually active women 24 and younger and other asymptomatic women at increased risk for infection. Asymptomatic pregnant women 24 and younger and others at increased risk.
- <sup>14</sup> Adults aged 50-75 using fecal occult blood testing, sigmoidoscopy, or colonoscopy.
- <sup>15</sup> Newborns.
- <sup>16</sup> Prescription of oral fluoride supplementation at currently recommended doses to preschool children older than 6 months whose primary water source is deficient in fluoride.
- <sup>17</sup> In clinical practices with systems to assure accurate diagnoses, effective treatment, and follow-up.
- <sup>18</sup> Adults with hyperlipidemia and other known risk factors for cardiovascular and diet-related chronic disease.
- <sup>19</sup> Recommendation that women pregnant or planning on pregnancy have folic acid supplement.
- <sup>20</sup> Sexually active women, including pregnant women 25 and younger, or at increased risk for infection.
- <sup>21</sup> Prophylactic ocular topical medication for all newborns against gonococcal ophthalmia neonatorum.
- <sup>22</sup> Pregnant women at first prenatal visit.
- <sup>23</sup> All adolescents and adults at increased risk for HIV infection and all pregnant women.
- <sup>24</sup> Immunizations for routine use in children, adolescents, and adults that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention (ACIP).
- <sup>25</sup> Men aged 20-35 and women over age 20 who are at increased risk for coronary heart disease; all men aged 35 and older, and all women aged 45 and over.
- <sup>26</sup> Adolescents (age 12-18) when systems are in place to ensure accurate diagnosis, psychotherapy, and follow-up.
- <sup>27</sup> Discussion/counseling about intensive counseling and behavioral interventions to promote sustained weight loss for obese adults and children.
- <sup>28</sup> Women 65 and older and women 60 and older at increased risk for osteoporotic fractures.

- <sup>29</sup> Blood typing and antibody testing at first pregnancy-related visit. Repeated antibody testing for unsensitized Rh (D)-negative women at 24-28 weeks gestation unless biological father is known to be Rh (D) negative.
- <sup>30</sup> All sexually active adolescents and adults at increased risk for sexually transmitted infections.
- <sup>31</sup> Persons at increased risk and all pregnant women.
- <sup>32</sup> Discussion/counseling about tobacco cessation interventions for those who use tobacco. Augmented pregnancy-tailored counseling to pregnant women who smoke. Prescription and over-the-counter medications are covered. Over-the-counter patches, gum and lozenges are covered for two cessation attempts per year when prescribed by a physician.
- <sup>33</sup> Asymptomatic adults with sustained blood pressure greater than 135/80 mg Hg.
- <sup>34</sup> To detect amblyopia, strabismus, and defects in visual acuity.
- <sup>35</sup> Birth Control Pills are no-cost for Generic only. Includes prescribed morning-after pill for women under age 17. WHA covers FDA-approved contraception for women with no copayment or cost sharing. See the section entitled "Family Planning" for the FDA approved Birth Control methods. Birth control is not covered if excluded by your plan consistent with Federal and state law.
- <sup>36</sup> Pregnant women between 24 and 28 weeks of gestation and at the first prenatal visit for pregnant women identified to be at high risk for diabetes.
- <sup>37</sup> Every three years for women 30 and older.
- <sup>38</sup> Includes tubal ligations performed in connection with another procedure, such as cesarean delivery. Includes tubal ligations performed in connection with an abortion. Tubal ligations for contraceptive purposes are not covered if excluded by your plan consistent with Federal law.
- <sup>39</sup> No cost coverage provided by WHA but not mandated by state or federal law.
- <sup>40</sup> Annual screening with low-dose computed tomography in adults ages 55 to 80 years who have a 30 pack-year smoking history and currently smoke or have quit within the past 15 years. Screening should be discontinued once a person has not smoked for 15 years or develops a health problem that substantially limits life expectancy or the ability or willingness to have curative lung surgery.
- <sup>41</sup> Counseling for children, adolescents, and young adults ages 10 to 24 who have fair skin about minimizing their exposure to ultraviolet radiation to reduce risk for skin cancer.
- <sup>42</sup> Low to moderate-dose statins for adults aged 40 to 75 years with no history of CVD, one or more CVD risk factors, and a calculated 10-year CVD event risk 10% or greater.



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