

SANTA CLARA FAMILY HEALTH PLAN

**HEALTHY WORKERS  
COMBINED EVIDENCE OF COVERAGE  
AND DISCLOSURE FORM**

JANUARY 1, 2011 TO DECEMBER 31, 2011

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## **Disclosure**

**This Combined Evidence of Coverage and Disclosure Form constitutes only a summary of the Health Plan's policies and coverage under the Healthy Workers Program. The Healthy Workers Program Group Service Agreement with Santa Clara Family Health Plan specifies the exact terms and conditions of coverage.**

Please read this Healthy Workers Program Combined Evidence of Coverage and Disclosure Form carefully, including the sections that apply to your special health care needs.

You have the right to request and read this Combined Evidence of Coverage and Disclosure Form before you choose to enroll in the Healthy Workers Program. If you have any questions, please call SCFHP's Member Services Department.



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## Section 1 Introduction

### *Welcome!*

Welcome to Santa Clara Family Health Plan (SCFHP). Your Employer has chosen to offer SCFHP's "Healthy Workers Program" to provide you with health care coverage. SCFHP looks forward to serving you should you choose to enroll in Healthy Workers. SCFHP's primary goal is to see that our Members receive high quality health care at an affordable price. Our pledge to you is that we will constantly work to meet that goal.

SCFHP is a not-for-profit public health plan created in 1997 by the Santa Clara County Board of Supervisors to meet the health care needs of people living in Santa Clara County. SCFHP administers the Healthy Workers Program on behalf of the Santa Clara Community Health Authority, a body created to sponsor programs like Healthy Workers.

Our Healthy Workers Program Providers include community clinics and the full range of Physicians and other health professionals who are part of the Santa Clara Valley Health and Hospital System.

### *About This Booklet*

This booklet is called the Combined Evidence of Coverage and Disclosure Form (EOC). It contains detailed information about what Benefits are offered through Healthy Workers and how you can obtain those Benefits. The EOC also describes your rights and responsibilities as a Healthy Workers Member. Please read your EOC and keep it available for future reference.

Some words have special meaning in this EOC booklet. These words will be capitalized throughout this EOC. Sometimes the meaning of a word will be explained in the paragraph where the word is used. If it isn't, you can look it up in Section 12, Definitions, at the back of this EOC.

Any time you have questions or don't understand something in this booklet, please ask your Employer. You can also call, email, or write to SCFHP, or stop by one of SCFHP's offices.

Santa Clara Family Health Plan (Main Office)  
210 E. Hacienda Avenue  
Campbell, CA 95008

Email: [memberservices@scfhp.com](mailto:memberservices@scfhp.com)

## *About the Healthy Workers Program*

The Healthy Workers Program was authorized by the California State Legislature in 2007 as a special pilot program to expand health care coverage in Santa Clara County. Healthy Workers has special features, many of which are described in this booklet. For example, while you and your Employer will each have certain responsibilities for paying the Premium for your coverage, Santa Clara County will also be responsible for some of the cost of your care. Except for emergencies, you will receive all of your health care Services through the Santa Clara Valley Health and Hospital System (SCVHHS). For additional details, you or your Employer may review the Healthy Workers Program Group Service Agreement.

## *Getting Started*

When you enroll in Healthy Workers, the first thing you need to do is choose a Doctor or clinic as your Healthy Workers Program Primary Care Provider (PCP). Your PCP will provide most of your health care, including preventive care, checkups, immunizations, and other Services. In addition, your PCP will coordinate any care that you receive from other Healthy Workers Program Providers. Once you have enrolled in Healthy Workers and have chosen a PCP, SCFHP will send you a Healthy Workers Member identification card which contains your PCP's name and phone number.

Each Healthy Workers Program PCP belongs to the SCVHHS, a network of Doctors, clinics, and other health care providers affiliated with Santa Clara Valley Medical Center. If needed, your PCP will refer you to a Healthy Workers Program Specialist or arrange for tests or Hospital care within the SCVHHS network.

As a Healthy Workers Member, you automatically qualify for SCVHHS' Healthy Workers Hospital Program, through which you will receive Inpatient Services, outpatient surgery, and life threatening emergency department Services. SCVHHS is operated by the County, not SCFHP. SCVHHS will schedule admissions and outpatient surgeries based on SCFHP's standards of medical necessity and accessibility.

For more information about choosing and working with your personal Doctor, see Section 2, Choosing Your Healthy Workers Program Provider.

## *Getting Help in Your Language*

If you prefer to use a language other than English, you have a right to receive interpreter services in the language of your choice (including American Sign Language) at no cost to you. You do not have to rely on family members or friends to interpret for you.

**If you need an interpreter, ask for one when scheduling an appointment with Member Services. Please call at least 48-hours in advance for on-site interpreter services.**

SCFHP Member Services is available to help you find a Doctor who either speaks your language or has an interpreter available.

If you wish to receive written materials about Healthy Workers in Spanish or Vietnamese, please call SCFHP Member Services.

### ***Disability Access***

**Physical Access** — SCFHP has made every effort to ensure that our offices and the offices and facilities of Healthy Workers Program Providers are accessible to people with disabilities. If you have difficulty finding an accessible provider, please call SCFHP Member Services.

**Access for the Deaf or Hard of Hearing** — If you are deaf or hard of hearing, call SCFHP Member Services through the TTY California Relay Service at 1-800-735-2929.

**Access for the Visually Impaired** — The EOC booklet and other important Healthy Workers Program materials are available in large print, on computer disk, or on audiotape. For any of these formats, or for direct help in reading the EOC and other materials, please call SCFHP Member Services.

**The Americans with Disabilities Act of 1990** — Santa Clara Family Health Plan complies with the Americans with Disabilities Act of 1990 (ADA). This act prohibits discrimination based on disability. The act protects individuals with disabilities from discrimination concerning program Services.

### ***Healthy Workers Member Satisfaction***

Santa Clara Family Health Plan staff and Healthy Workers Program Providers welcome the chance to serve you. We want to make sure you are satisfied. If you have a problem, we hope that you will contact us so that we can work with you to resolve it. We encourage comments and suggestions about how we can better serve you. To speak with us call SCFHP Member Services or write to us at SCFHP, 210 East Hacienda Avenue, Campbell, CA 95008.

If you are not satisfied with SCFHP or your Healthy Workers Program Provider, you have the right to file a grievance. For more information about how to file a grievance, please see Section 10, How to Solve Problems.

### ***Healthy Workers Member Rights and Responsibilities***

When you are a Healthy Workers Member, you have specific rights and responsibilities. Rights are what you can expect to receive, including health care Services and information. Responsibilities are what SCFHP expects of you. The next two sections, “Member Rights” and “Member Responsibilities” list your rights and responsibilities.

## *Member Rights*

As a Healthy Workers Member, you have the right to:

- Be treated with respect regardless of gender, culture, language, appearance, sexual orientation, race, presence of disability, or source of payment.
- Receive information about all available health care Services, and a clear explanation of how to obtain them.
- Select a specific Doctor or clinic as your Healthy Workers Program Primary Care Provider (PCP). Your PCP will provide or arrange for all of the health care Services that you need.
- Receive needed and appropriate medical care, including preventive health care Services and health education.
- Timely access to your PCP and Referrals to Specialists when Medically Necessary.
- Take part in all decisions about your medical care. If permitted by law, you have the right to refuse or stop treatment.
- Be given enough information to help make informed decisions about your health care.
- Know and understand your medical condition as diagnosed by the Doctor.
- Know what the Doctor plans to do to treat you, what results you can expect, and what effects the treatment may have on your daily life.
- Have the meaning and limits of Privacy and Confidentiality explained to you.
- Have access to your Personal Health Information (PHI). We will not share your PHI with anyone else unless the law allows us to do so, or you give us your written consent to release information. With proper notice, you have the right to review and make a copy of your medical records. (You may have to pay a small fee for copies of your records.)
- Be informed about why you need to be moved if you are required to transfer from one Hospital to another. You also have the right to be given information about any choices you might have if you are told that you are being moved from one Hospital to another.
- Receive a Second Opinion about your diagnosis, the proposed treatment, and other available options.
- Know how to get help and solve problems.
- Know how to file a Grievance or Appeal with SCFHP.

- File a grievance if your linguistic needs are not being met.
- Have access to an interpreter who speaks your language, including American Sign Language, 24 hours a day, 7 days a week, at no cost to you, when you receive routine or Emergency Health Care Services.

### ***Member Responsibilities***

As a Healthy Workers Member, you have the responsibility to:

- Carefully read all SCFHP materials as soon as you enroll in Healthy Workers.
- Ask questions if you do not understand how to use our Services.
- Follow the rules of Healthy Workers membership as explained in this EOC.
- Try to keep yourself physically fit and be responsible for your health.
- Talk to your Doctor so you can develop a strong relationship based on trust and cooperation.
- Report unexpected changes in your health to your Doctor.
- Ask questions about your medical condition. Make sure you understand the answers and what you are supposed to do to take care of yourself.
- Follow the treatment plans your Healthy Workers Program Provider gives you. Know what might happen if you do not follow treatment plans or recommendations.
- Keep medical appointments you have made. Whenever possible, tell your Doctor at least 24 hours in advance if you need to cancel an appointment.
- Suggest ways to improve SCFHP.
- Let your Employer and SCFHP know if you change your name, address, and/or phone number. To ensure your information is accurate, please let us know about changes as soon as possible.
- Call or write SCFHP Member Services as soon as possible if you are incorrectly billed for health care Services that you have received.
- Call SCFHP Member Services if you have any complaints.
- Treat all SCFHP personnel and Healthy Workers Program Providers with respect and courtesy.
- Pay your Monthly Premiums, Co-payments, and charges for non-Covered Services on time, as required by the Healthy Workers Program.

- Submit requests for claim reimbursement for Covered Services within the required time period.
- Be honest with SCFHP and with your Healthy Workers Program Providers. Do not commit fraud, steal, or do anything else that threatens our property or the property or safety of any of our representatives, providers, providers' employees, or agents.

## Section 2

### Choosing Your Healthy Workers Program Provider

PLEASE READ THE FOLLOWING INFORMATION  
SO YOU WILL KNOW WHERE AND HOW TO GET SERVICES.

#### ***Healthy Workers Program Providers and Facilities***

Healthy Workers Program Providers and Facilities include Community Clinics, and Santa Clara Valley Health and Hospital System Physicians and other health care providers. In this booklet, these are called "Healthy Workers Program Providers." They are independent of SCFHP. They are neither employees nor agents of SCFHP.

If you would like a list of names and locations of Healthy Workers Program Providers, please call SCFHP Member Services.

The Healthy Workers Program covers the Services of some types of non-Physician medical professionals, such as certified nurse practitioners, certified nurse midwives, or podiatrists, who may not be specifically listed in the Healthy Workers Directory of Doctors, Clinics and Health Care Services.

#### ***Service Area***

Healthy Workers covers eligible individuals who live and work in Santa Clara County.

#### ***Choosing a Healthy Workers Program PCP***

As a Healthy Workers Member, you must choose a Healthy Workers Program Primary Care Provider when you first enroll in Healthy Workers. You may choose a clinic, family practitioner, general practitioner, OB/GYN, or internal medicine Doctor for a PCP. If you do not select a PCP at the time of enrollment, SCFHP will assign one to you. This Physician will be your PCP unless you contact SCFHP Member Services to request a change.

When you select your PCP, you may want to consider:

- The location of your PCP's office
- Your PCP's medical specialty, schooling, and board certification(s)
- The language(s) spoken by your PCP and his or her office staff
- The length of time your PCP has been in practice
- The ease of access to your PCP's office for people with disabilities, if this is a requirement you might have

You may choose a PCP who works with a nurse practitioner (NP), Physician assistant (PA), or certified nurse midwife (CNM). If you wish, you may receive some or all of

your health care Services from the NP, PA, or CNM. The NP, PA, or CNM who provides your health care Services must work in your PCP's office and be supervised by your PCP. If you need help selecting a Healthy Workers Program PCP, please call SCFHP Member Services.

If you want to know more about a Healthy Workers Program Provider's schooling or licensed medical specialty, you may contact the individual provider or call SCFHP Member Services

### ***Choosing a Healthy Workers Program Provider for Reproductive Health Services***

Some providers do not provide one or more of the following Services that may be covered under Healthy Workers:

- Family planning
- Contraceptive Services, including emergency contraception
- Sterilization, including tubal ligation at the time of labor and delivery
- Abortion

If you need one or more of the above Services, you should obtain more information before you select your Healthy Workers Program PCP. Call your prospective PCP or clinic, or call SCFHP Member Services to make sure that your PCP can provide you with the health care Services you need.

### ***Your Healthy Workers Program PCP's Responsibilities***

In most cases, your Healthy Workers Program PCP must direct and authorize your health care. If your PCP does not authorize your health care, the Services you receive may not be covered. Your Healthy Workers Program PCP will be responsible for:

- Coordinating all of your medical care except emergency Services and out-of-area Urgent Care Services
- Arranging Referrals to Healthy Workers Program Specialist Providers, other Healthy Workers Program Providers, and Santa Clara Valley Medical Center
- Providing any Authorizations you need to get Services
- Ordering Medically Necessary lab tests, x-rays, and other Covered Benefits
- Referring you for health education and disease self-care programs

Exceptions to the prior Authorization/Referral requirement:

- You may obtain Emergency Health Care Services and out-of-area Urgent Care Services without prior Authorization

- Female Members do not need a PCP Referral to get routine or preventive OB/GYN Services from a Healthy Workers Program OB/GYN, family practice Doctor, or surgeon. You may be seen for OB/GYN Services as often as Medically Necessary. OB/GYN surgical Services do require an Authorization

### ***Changing Your Healthy Workers Program PCP***

You may request a different Healthy Workers Program PCP by calling SCFHP Member Services or by writing to: SCFHP, Member Services Department. The new PCP you select must have a contract to care for Healthy Workers Members and have openings for new patients. PCP changes are effective the first day of the month following our receipt of your request.

If your Healthy Workers Program PCP leaves the SCVHHS or ends his or her contract with Healthy Workers, SCFHP will notify you, and give you the opportunity to choose another PCP.

### ***Continuity of Care for Members When A Healthy Workers Program Provider's Contract is Terminated***

If your PCP's contract as a Healthy Workers Program Provider ends, SCFHP will notify you. The notice will tell you how to select a new Healthy Workers Program PCP. The letter will also include important things you need to know if you want to continue to see your current provider for one of the conditions listed below.

If SCFHP ends a contract for cause, neither the Health Plan nor the provider may agree to continue the provider's service beyond the contract end date.

If your provider's contract as a Healthy Workers Program Provider ends, and you are in the middle of a course of treatment for certain conditions (listed below), SCFHP may authorize you to continue with your provider for a period of time. If SCFHP determines that continuing with a provider is medically appropriate, you will be allowed to continue receiving care from the provider for as long as necessary to complete the course of treatment. After the course of treatment is complete, SCFHP will require you to select a Healthy Workers Program Provider to continue your care.

If a former Healthy Workers Program Provider has been treating you for:

- An Acute condition, Healthy Workers will cover your treatment for the duration of the Acute condition.
- A serious chronic condition, Healthy Workers will cover your care for the time needed to complete a course of treatment and then your care will be transferred to a Healthy Workers Program Provider.

- A pregnancy, including post-partum care, Healthy Workers will cover your care throughout the pregnancy and the post-partum period.
- A Terminal Illness, Healthy Workers will cover your care for the duration of the illness. Completion of Covered Services may exceed twelve (12) months from the time the Provider stops contracting with Healthy Workers.

Healthy Workers will also provide continuity of care coverage for a surgery or other medical procedure that must be done, has been authorized by SCVHHS as part of a documented treatment plan, and has been recommended and documented by your provider to occur within 180 days of your provider's contract termination date.

If you want to continue receiving care for one of the conditions listed above from a former Healthy Workers Program Provider, please contact SCFHP Member Services. If the provider cannot agree with SCFHP on payment or other terms for providing care, then SCFHP will not approve the request for continuity of care Services. Further, if the provider has moved out of the area or is otherwise unavailable to care for patients, SCFHP will help you arrange your continuity of care Services.

## **Section 3**

### **Getting Medical Care**

#### ***Making Appointments and Getting Regular Care***

To make an appointment, please call Member Services.

If you need to change the appointment, call Member Services as soon as possible.

If you need an interpreter, ask for one when scheduling an appointment. Member Services will arrange for an interpreter, including an American Sign Language interpreter. Please call Member Services at least 48-hours in advance for on-site interpreter services.

When you go to an appointment, always bring your Healthy Workers Member Identification card with you.

#### ***Healthy Workers Member Identification (ID) Card***

SCFHP will send you a Healthy Workers Member ID card. The card has your name and Member ID number. On the back of the card are instructions on how to get care in an emergency.

Always show your card whenever you get health care Services.

If you lose your ID card, or if any information on the card is incorrect, please contact Member Services who will send you a new card.

Do not lend the card to anyone. Wrong use of the card is fraudulent and illegal and may be grounds for disenrollment.

#### ***Triage Services***

Santa Clara Valley Health and Hospital provides 24 hour, 7 day a week telephone triage services. Please call 1-888-334-1000 to talk with a nurse about your symptoms or concerns.

#### ***Urgent Care Services—Nights and Weekends***

Healthy Workers covers Urgent Care Services in Santa Clara County, as defined in this EOC. Urgent Care Services may include such things as treatment of an unforeseen illness, injury, or complication of an existing condition, including pregnancy. Examples include a bad earache, bronchitis, bad back pain, urinary tract infection, and maternity Services necessary to prevent serious deterioration of the health of the mother or the unborn baby, based on a reasonable belief that the mother has a pregnancy-related condition for which treatment cannot be delayed. Please see Section 14, Definitions, for

a more detailed definition of Urgent Care Services. SCVHHS has urgent care centers located throughout Santa Clara County which are available to Healthy Workers Members for their urgent care needs. Coverage of Urgent Care Services is limited to Services provided by SCVHHS.

To learn more about what to do if you need Urgent Care Services, call your Healthy Workers Program PCP. You can also talk to your PCP during your first visit about what he or she wants you to do when the office is closed and you feel that you may need Urgent Care Services.

### ***Emergency Health Care Services***

Healthy Workers provides coverage in emergency situations 24 hours a day, seven days a week, in and out of our Service Area. Emergency Health Care Services include:

- Services provided to a woman who is in active labor
- Medically Necessary ambulance Services
- An exam to find out if an Emergency Medical Condition exists
- Medically Necessary Services (care, treatment, surgery, etc.) provided by a Physician to clinically stabilize or eliminate the Emergency Medical Condition

“911” emergency ambulance transportation services are covered when:

- The Services are used for an Emergency Medical Condition and it is not medically appropriate to transport you by other means
- A Member reasonably believes that he/she has an emergency Medical Condition which requires ambulance transport services

In an emergency, if you are admitted to a Hospital other than Santa Clara Valley Medical Center, SCFHP reserves the right to transfer you to Santa Clara Valley Medical Center when it is reasonably safe to do so. SCFHP also reserves the right to decide whether emergency Services you receive are Medically Necessary. If you receive Services, other than a screening, without Authorization, for a condition that SCFHP determines is not an Emergency Medical Condition, you will be responsible to pay for those Services.

## ***How to Know if You Have an Emergency Medical Condition***

An Emergency Medical Condition is a serious medical or psychiatric condition, illness, or injury with such severe symptoms that, in the absence of immediate medical attention, a prudent layperson would reasonably expect the condition to result in any of the following:

- Serious jeopardy to the patient's health
- Serious impairment to bodily functions
- Serious dysfunction of any bodily organ or part

Some examples of Emergency Medical Conditions are:

- Active labor
- Severe shortness of breath
- Severe pain
- Severe bleeding that will not stop
- Seizures

## ***What to Do in an Emergency***

If you think you have an emergency:

- Call 911, or go to the nearest Hospital.
- Show your Healthy Workers Member ID card to the Emergency Room staff.

If at all possible, notify your Healthy Workers Program PCP or Member Services within 24 hours of the emergency to arrange appropriate follow-up care. Do not go back to the Emergency Room for follow-up care. If you do get follow-up care from the Emergency Room, you will have to pay all of the cost.

## ***Authorization for Services***

As a Healthy Workers Member, you must get a Referral from your Healthy Workers Program PCP for all health care Services except Services you receive from your PCP, OB/GYN Physician Services, and Services for an Emergency Medical Condition. Your Healthy Workers Program PCP must Authorize Referred Services in writing. In some cases, SCFHP must also Authorize Services. Some Services that require Authorization are: hospital admissions, home health Services, skilled nursing care, hospice Services, and certain prescription medications.

The eligibility provisions, Benefits, Exclusions, and Limitations described in this EOC will apply, even when your PCP has referred you.

## ***Prescriptions and the Healthy Workers Program Drug Formulary***

To provide your prescription medications, the Healthy Workers Program uses a Drug Formulary. A Drug Formulary is a list of drugs that you can fill through a SCVHHS pharmacy. The Drug Formulary applies only to drugs that you receive on an Outpatient basis.

SCVHHS creates the Healthy Workers Program Drug Formulary with a Pharmacy and Therapeutics (P & T) Committee which is made up of qualified Physicians and pharmacists. The P & T Committee meets at least quarterly to review the Healthy Workers Program Drug Formulary. SCVHHS notifies Physicians, pharmacists, and other Healthy Workers Program Providers when drugs are added to or taken off of the Healthy Workers Formulary. If you want a copy of the Healthy Workers Program Drug Formulary, please call SCFHP Member Services.

### Non-Formulary Drugs

If your Physician prescribes a drug that is not on the Healthy Workers Program Drug Formulary, the pharmacy or prescribing Physician must request Authorization.

SCVHHS will respond to a request for Authorization within 24 hours or one business day. When SCVHHS cannot get information from a prescribing Physician, a pharmacist may consult with SCVHHS and dispense an urgent supply of a prescribed drug to meet your needs for 72 hours.

If your request for a non-Formulary drug is not approved, SCVHHS will tell you why in a written notice. The notice will include a message about your right to file a Grievance with us.

## ***Referrals to Healthy Workers Program Specialty Physicians***

Your Healthy Workers Program PCP may decide to refer you to a Healthy Workers Program Specialist for a specific medical condition. For most Covered Services not directly provided by your Healthy Workers Program PCP, including Specialist Services, Hospitalization, lab and x-ray, your PCP must obtain an authorization for the Referral.

In consultation with you, your Healthy Workers Program PCP will choose a Healthy Workers Program Specialist Physician or other Healthy Workers Program Provider from whom you may receive Services. For a list of Healthy Workers Program Specialists, call SCFHP Member Services.

If there is no Healthy Workers Program Provider available to perform the needed Service, your Healthy Workers Program PCP will obtain Authorization from SCFHP to refer you to a Non-Participating Provider for the Services.

If you have a condition or disease that requires specialized medical care over a prolonged period of time and is Life-Threatening, degenerative, or disabling, your PCP may request a "standing" Referral. If Authorized, the standing Referral permits you to see a Healthy Workers Program Specialist for an extended period of time. To get a standing Referral, call your Healthy Workers Program PCP. If you have any difficulty getting a standing Referral, call Member Services.

### ***Obtaining OB/GYN Physician Services***

You do not need a Referral to see an obstetrical/gynecological (OB/GYN) Physician, if the OB/GYN is in the (SCVHHS) network. You do need an authorization for OB/GYN surgical Services.

You may be seen for OB/GYN Physician Services without a Referral as often as is Medically Necessary.

### ***Second Opinion***

Sometimes you may want to get a Second Opinion about your medical needs. If you want a Second Opinion, ask your Healthy Workers Program PCP for a Second Opinion Referral. You should request the Second Opinion within 30 calendar days of the first opinion, or as soon thereafter as is reasonably possible. If you feel uncomfortable asking your PCP, you can call SCFHP Member Services. SCFHP will notify you of an Authorization or Denial in a timely manner. In urgent cases, you can receive a Second Opinion within 72 hours of your request.

Some common reasons for a Second Opinion are:

- You have questions about a surgery, procedure or treatment your Healthy Workers Program Provider recommends
- You have questions or concerns about the diagnosis or plan of care for a condition including, but not limited to, a serious chronic condition that threatens loss of life, loss of limb, loss of bodily function, or substantial impairment
- You request an additional diagnosis because the clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating health professional is unable to diagnose the condition
- Your health is not improving with your current treatment plan

### ***Who May Provide a Second Opinion***

You may ask for a Second Opinion about care you have received from your PCP. In this case, the PCP will give you a Referral to a qualified professional within the SCVHHS Network. You are responsible for payment for any Second Opinion that is not authorized by SCFHP or obtained within the SCVHHS Network.

You may also ask for a Second Opinion about care you have received from a specialist. If you ask for a Second Opinion regarding specialist care, you may choose any specialist of the same or equivalent specialty within the SCVHHS Network. You are responsible for payment for any specialist Second Opinion that is not authorized by SCFHP or obtained within SCVHHS.

For additional information about this Second Opinion policy, contact SCFHP Member Services.

SCFHP will pay for the second and any Medically Necessary subsequent opinions as a Healthy Workers Covered Benefit, if the consultations are arranged through SCFHP, as described above.

## Section 4 Eligibility, Enrollment, and Costs

### *Eligibility Requirements*

Your Employer must have selected the Healthy Workers Program coverage for you to be eligible for enrollment in the program. Your employer is responsible for collecting your premium payments and renewing your coverage.

To be eligible to enroll in the Healthy Workers Program you must be:

- Employed by a small business (“Employer”) in Santa Clara County for at least 20 hours per week
- Employed by a small business (“Employer”) that qualifies for the Healthy Workers program
- Between 19 years and 64 years of age
- Ineligible for Medi-Cal, Medicare, or any other government sponsored public Program at the time of application
- A resident of the County of Santa Clara
- Have a gross annual income equal to or less than 350 % of the Federal Poverty Level for a family size of one
- Without an employer sponsored health insurance program for 12 consecutive months

Dependents, spouses, and domestic partners are not eligible for Healthy Workers.

### *Coverage*

Your Healthy Workers coverage will begin as described in your employer’s contract with SCFHP.

SCFHP may terminate your coverage at any time if:

- Your Employer chooses to stop participating in the Program
- Your employer determines that you are no longer eligible
- You or your Employer does not pay the Healthy Workers Program Premiums on time
- The Program is terminated due to change in applicable law
- SCFHP terminates the Program

## ***Appealing Enrollment Decisions***

If you believe that Healthy Workers made a mistake in determining your eligibility, you may file an appeal by calling SCFHP Member Services.

## ***Healthy Workers Member Financial Responsibilities***

### ***Monthly Member Contributions***

Both you and your Employer are required to contribute to the total Monthly Premium to SCFHP for your Healthy Workers coverage. Your Monthly Premium will be collected by your Employer and sent directly to SCFHP.

### ***Co-payments and Co-payment Limits***

For some Services, you will be required to make a Co-payment (co-pay) to the Healthy Workers Program Provider at the time of service. SCFHP is responsible for setting Member Co-pay amounts and limits. Services that require co-pays are listed in Section 6: "Healthy Workers Benefit Descriptions" of this EOC.

With Healthy Workers, you do not have to pay more than \$ 750 in Co-pays during any one Benefit Year. One Benefit Year means the 12-month period beginning on January 1 @ 12:01 a.m. and ending on January 1 @ 12:01 a.m. of the following year. If you have paid more than \$750 in Co-payments, you are eligible for a refund. Please request the refund by sending SCFHP a letter and the original receipts for the total amount you paid to:

Santa Clara Family Health Plan  
210 East Hacienda Avenue  
Campbell, CA 95008  
Attention: Healthy Workers

Except for the Healthy Workers Member Monthly Premium and Co-payments for certain Services described above, you are not financially responsible for Services that are Healthy Workers Benefits provided in accordance with the rules as described in this EOC.

### ***Other Charges***

If SCFHP does not pay a Healthy Workers Program Provider for Covered Services, you do not have to pay the Healthy Workers Program Provider for any remaining billed charges. However, you do not have this protection from providers who are not a Healthy Workers Program Provider and you will have to pay the cost of these Services.

For example, you will have to pay for:

- Non-emergency services that are not medically necessary
- Services that are not covered benefits
- Non-authorized Services that are received from a Non-Healthy Workers Program Provider

If you need emergency care, however, you may receive the Services from a Non-Participating Provider without Referral or Authorization. Please see in Section 6 of this EOC, under "Emergency Health Care Services."

### ***Bills for Services***

If you believe that a Provider has billed you for Services by mistake, you may request reimbursement from SCFHP.

To request reimbursement, submit a copy of the bill (and if paid, proof of payment) to SCFHP. Be sure to include:

- Your name and address.
- Your Healthy Workers identification number (printed on the Member Identification Card).
- The name and address of each Provider, and date and reason for each Service, if not already on the bill.

Send your request to:

Healthy Workers Claims Department  
Santa Clara Family Health Plan  
210 East Hacienda Avenue  
Campbell, CA 95008

SCFHP must receive your written request for reimbursement within 180 days of the date of service. If you have paid the bill, the proof of payment must be acceptable to SCFHP.

If you cannot send your request within 180 days of the date of service, then include with your request an explanation or other information as proof of your good faith efforts to submit your request within the 180-day time frame. SCFHP will take your request and additional information into consideration.

## Section 5

### Healthy Workers Program Covered Benefits Matrix

*THIS MATRIX IS INTENDED TO BE USED TO HELP YOU COMPARE COVERAGE BENEFITS AND IS A SUMMARY ONLY. SECTION 6 OF THIS EVIDENCE OF COVERAGE AND THE PLAN CONTRACT SHOULD BE CONSULTED FOR A DETAILED DESCRIPTION OF COVERAGE BENEFITS AND LIMITATIONS.*

Category Descriptions	Co-payment	Exclusions/Limitations*
<b>Deductibles</b>		
No deductibles will be charged for Covered Benefits.		To be covered, the Services, drugs, and supplies listed in this matrix (other than preventive care and Emergency Services) must be: Medically Necessary, provided by a Healthy Workers Program Primary Care Provider or authorized by the Plan, and provided to an eligible Healthy Workers Member.
<b>Benefit Year Co-Payment Maximum</b>		
	\$750	All Services must be obtained from participating providers, except for Emergency Services.
<b>Lifetime Maximum</b>		
There is no lifetime maximum.		

Category Descriptions	Co-payment	Exclusions/Limitations*
<b>Professional Services - Outpatient</b>		
<p>Professional Services and consultations by a Physician or other licensed health care provider. Outpatient surgery and anesthesia; office visits including visits for allergy tests and treatments, radiation therapy, chemotherapy, and dialysis treatment; home visits when Medically Necessary.</p>	<p>\$10 per visit</p>	<p>Professional Services obtained from Non-Participating providers, including Hospitals, skilled nursing facilities, and Physicians or other providers are not covered, except as otherwise described herein.</p> <p>Self-referred professional Services that are not provided, prescribed, or referred by the Healthy Workers Member's Primary Care Provider and not authorized by SCFHP, except for emergency Services or obstetrical/gynecological Services provided by a Healthy Workers Program Provider, are not covered.</p>
<b>Professional Services - Inpatient</b>		
<p>Services provided in an inpatient setting by a physician or other licensed health care provider, including a surgeon, anesthesiologist, radiologist, cardiologist, pathologist, hospitalist, or other professional, when the cost of those Services is not included in the hospital bill.</p>	<p>None</p>	<p>Professional Services obtained from Non-Participating providers, including Hospitals, skilled nursing facilities, and Physicians or other providers are not covered, except as otherwise described</p>

Category Descriptions	Co-payment	Exclusions/Limitations*
		<p>herein.  Self-referred professional Services that are not provided, prescribed, or referred by the Healthy Workers Member's Primary Care Provider and not authorized by SCFHP, except for emergency Services or obstetrical/gynecological Services provided by a Healthy Workers Program Provider, are not covered.</p>
<b>Preventive Care</b>		
Visits during which the following are provided: immunizations, periodic health exams, STD tests, HIV testing, cytology exams (including pap tests and cervical cancer screening), family planning, prenatal care, generally accepted cancer screenings such as mammography and colo-rectal screening.	None	Physical exams required for licensure, employment, school, insurance, participation in recreational or school sports, or ordered by a court are not covered.
Age-appropriate immunizations as recommended by the ACIP, of the Centers for Disease Control.	None	Immunizations required for travel, licensure, school, employment, insurance, participation in recreational or school sports, or ordered by a court are not covered.

Category Descriptions	Co-payment	Exclusions/Limitations*
<b>Pregnancy and Maternity Care</b>		
Prenatal care and postnatal care.	Office visit: None Inpatient: \$200 per authorized admission	Newborn children of a Healthy Workers Member are not covered.
<b>Family Planning</b>		
Counseling, surgical procedures for sterilization, prescribed contraceptives, diaphragms, and other FDA-approved contraceptive devices. Emergency contraceptive drug therapy, when dispensed by a pharmacist according to required procedures and protocols.	\$10 per office visit	Diagnosis of infertility is not covered, unless provided in conjunction with covered gynecological Services. Treatment for infertility is not covered. Vasectomy and tubal ligation reversal are not covered.
<b>Outpatient Services</b>		
Diagnostic, therapeutic, and surgical Services performed at a Hospital or Outpatient facility. Includes those Hospital Services which can reasonably be provided on an ambulatory basis; related Services and supplies, including treatment room, ancillary Services, and medications.	\$10 per visit for ambulatory surgery, physical, occupational, and speech therapy performed on an Outpatient basis	Outpatient Services of a dentist or oral surgeon for dental procedures are not covered.
<b>Inpatient Hospital Services</b>		
As a Healthy Workers Member, you will automatically be qualified for and enrolled in Santa Clara Valley Health and Hospital System's (SCVHHS) Healthy	\$200 per authorized admission	Healthy Workers Hospital Program limits reconstructive surgery to surgery performed to correct or repair

Category Descriptions	Co-payment	Exclusions/Limitations*
<p>Workers Hospital Program, through which you will receive Inpatient Services and outpatient surgery. SCVHHS will schedule admissions and outpatient surgeries based on SCFHP's medical necessity and accessibility standards.</p> <p>Inpatient Hospital Services include:</p> <ul style="list-style-type: none"> <li>• general Hospital Services;</li> <li>• a room for two or more, with customary furnishings and equipment;</li> <li>• meals (including special diets as Medically Necessary);</li> <li>• general nursing care;</li> <li>• use of operating room and related facilities;</li> <li>• intensive care unit and Services;</li> <li>• drugs, medications, and biologicals;</li> <li>• anesthesia and oxygen;</li> <li>• diagnostic laboratory and x-ray Services;</li> <li>• special duty nursing as Medically Necessary;</li> <li>• physical, occupational, and speech therapy;</li> <li>• respiratory therapy;</li> <li>• administration of blood and blood products;</li> <li>• other diagnostic, therapeutic, and rehabilitative Services as appropriate;</li> <li>• coordinated discharge</li> </ul>		<p>abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease to do either of the following:</p> <ol style="list-style-type: none"> <li>1) to improve function; or</li> <li>2) to create a normal appearance to the extent possible.</li> </ol> <p>Personal or comfort items or a private room in a Hospital are not covered unless Medically Necessary.</p> <p>No medical and Hospital costs are part of Healthy Workers Hospital Program when a Non-Participating Physician admits a Healthy Workers Member to a Hospital without pre-Authorization from SCVHHS, except in emergencies as described in this EOC.</p> <p>Cosmetic surgery is not covered.</p>

Category Descriptions	Co-payment	Exclusions/Limitations*
<p>planning, including the planning of such continuing care as may be necessary.</p>		
<b>Emergency Health Care Services</b>		
<p>Emergency Health Care Services are covered if needed for a serious medical or psychiatric condition, illness, active labor, or injury with such severe symptoms that the absence of immediate medical attention can reasonably be expected to result in any of the following: (a) placing the patient's health in serious jeopardy; (b) serious impairment to bodily functions; (c) serious dysfunction of any bodily organ or part. Emergency care is covered both in and out of the Service Area, and in and out of Healthy Workers contracted facilities.</p>	<p>\$200 per visit to the Emergency Room. Co-payment waived if admitted.</p>	<p>Use of emergency facility services for non-Emergency Medical Conditions is not covered.</p>
<b>Ambulance Services</b>		
<p>Emergency ambulance transportation ("911" Services) is covered in connection with an Emergency Medical Condition. Non-emergency ambulance services for transferring a Healthy Workers Member from a Hospital to another hospital, facility or home is covered when medically necessary, requested by a Healthy Workers Plan Provider and authorized in advance by SCFHP.</p>	<p>None</p>	

Category Descriptions	Co-payment	Exclusions/Limitations*
<b>Urgent Care Services</b>		
Services provided in response to the patient's need for a prompt diagnostic work-up and/or treatment of a medical or mental disorder that could become an emergency if not diagnosed and/or treated in a timely manner.	\$50 per visit	
<b>Prescription Drug Coverage</b>		
<p>Healthy Workers Program Formulary drugs and injectable medications prescribed by a Healthy Workers Program Physician. Needles and syringes; blood glucose testing strips; ketone urine testing strips; and lancets. Prenatal vitamins and fluoride supplements that require a prescription. One cycle or course of treatment of tobacco cessation drugs per Benefit Year. FDA-approved contraceptive drugs and devices (including FDA-approved emergency contraceptive drug therapy).</p>	<p>\$5 per prescription for up to a 90-day supply of generic drugs at SCVHHS pharmacy.</p> <p>\$0 per prescription for up to a 90-day supply of generic drugs obtained through SCVHHS mail order.</p> <p>\$15 per prescription for up to a 90-day supply of brand name drugs (unless generic is not available) at SCVHHS pharmacy or SCVHHS mail order.</p> <p>No Co-payment for prescription drugs provided in an</p>	<p>Prescription drug coverage is limited to drugs provided by a Santa Clara Valley Health and Hospital System pharmacy. Except for Diabetic Self-management supplies, the following are not covered:</p> <ul style="list-style-type: none"> <li>• over-the-counter drugs, supplies &amp; devices;</li> <li>• drugs or medications for cosmetic purposes;</li> <li>• drugs and medicines that have not received the marketing approval of the USFDA.</li> </ul> <p>Smoking cessation drugs are limited to one cycle per Benefit Year. Lifestyle drugs not covered.</p>

Category Descriptions	Co-payment	Exclusions/Limitations*
	<p>Inpatient setting.</p> <p>No Co-payment for drugs administered in the Doctor's office or in an Outpatient facility.</p>	
<b>Durable Medical Equipment and Supplies</b>		
<p>Medical equipment appropriate for use in the home that:</p> <ul style="list-style-type: none"> <li>• primarily serves a medical purpose;</li> <li>• is intended for repeated use;</li> <li>• is generally not useful to a person in the absence of illness or injury</li> </ul> <p>Durable Medical Equipment that is covered includes:</p> <ul style="list-style-type: none"> <li>• oxygen and oxygen equipment;</li> <li>• blood glucose monitors;</li> <li>• Pulmo-Aides and related supplies;</li> <li>• nebulizer machines, tubing and related supplies, and spacer devices for metered dose inhalers;</li> <li>• Syringes for self injectables;</li> <li>• outpatient prescription drugs that are not dispensed in pre-filled syringes;</li> <li>• ostomy bags, and urinary catheters.</li> </ul>	None	<p>The following are not covered:</p> <ul style="list-style-type: none"> <li>• comfort and convenience items;</li> <li>• most disposable supplies;</li> <li>• exercise, Experimental**, research or deluxe equipment;</li> <li>• personal hygiene items;</li> <li>• devices not medical in nature;</li> <li>• modifications to the home or automobile;</li> <li>• more than one piece of equipment that serves the same function.</li> </ul>

Category Descriptions	Co-payment	Exclusions/Limitations*
<p><i>** You have the right to ask for an Independent Medical Review (IMR) by the Department of Managed Health Care (DMHC) when SCFHP denies coverage for Experimental treatment.</i></p>		
<p><b>Mental Health Services</b></p>		
<p><b>Outpatient</b>—Outpatient visits for mental health conditions</p>	<p>\$10 per visit</p>	<p>The Outpatient benefit is limited to a maximum of twenty (20) visits per Benefit Year for illnesses that do not meet the criteria for Severe Mental Illnesses (SMI). The Plan and the prescribing Healthy Workers Program Provider may substitute Inpatient days for Outpatient days. The treatment of Severe Mental Illnesses in a Healthy Workers Member is not limited to 20 visits.</p>
<p><b>Inpatient</b>—Inpatient facility and professional Services</p>	<p>\$200 per authorized admission</p>	<p>Inpatient Mental Health Services: Limit of thirty (30) days per Benefit Year, except for the treatment of Severe Mental Illness (SMI). See below for SMI Limitations. Inpatient days are not limited for Healthy Workers Members who are diagnosed with Severe Mental Illness. One day of Inpatient care may be substituted for 2</p>

Category Descriptions	Co-payment	Exclusions/Limitations*
		for 2 days of residential treatment, or 3 days of day care, or 4 Outpatient visits.
<b>Chemical Dependency Services</b>		
<p><i>Inpatient</i>—Hospitalization for alcoholism or drug abuse as medically appropriate for detoxification.</p> <p><i>Outpatient Chemical Dependency Services</i>—Not covered</p>	\$200 per authorized admission	Psychiatric care, psychological Services, or other care for mental or emotional disorders for the treatment of drug or alcohol addiction, except as otherwise provided in this EOC, are not covered.
<b>Home Health Care Services</b>		
<ul style="list-style-type: none"> <li>• Health Care Services provided at the home by health care personnel;</li> <li>• Visits by RNs, LVNs, and home health aides;</li> <li>• Physical, occupational and speech therapy;</li> <li>• Prescribed respiratory therapy.</li> </ul>	\$10 per visit	Custodial Care is not covered. Non-skilled care, which can be performed safely and effectively by family members or persons without licensure or certification or the presence of a supervising licensed nurse, is not covered, except for authorized homemaker Services for Hospice Care.
<b>Hospice</b>		
<p>Hospice Services include:</p> <ul style="list-style-type: none"> <li>• Nursing care;</li> </ul>	\$10 per visit	Hospice Care is limited to those individuals with

Category Descriptions	Co-payment	Exclusions/Limitations*
<ul style="list-style-type: none"> <li>• Medical social services;</li> <li>• Physician and home health aide Services;</li> <li>• Drugs; medical supplies and appliances;</li> <li>• Counseling and bereavement Services;</li> <li>• Home-maker Services;</li> <li>• Short term Inpatient care for pain management;</li> <li>• Respite care.</li> </ul>		<p>a Terminal Illness who choose Hospice instead of traditional Services. A Healthy Workers Member may change his or her decision to receive Hospice Care at any time.</p> <p>All Medically Necessary Services for the Terminal Illness will be covered under Hospice. All other Medically Necessary Services, as listed in this EOC, will be covered by SCFHP.</p> <p>Hospice Care covers non-curative treatment for medical conditions related to the Terminal Illness. The Hospice election may be revoked at any time.</p>
<b>Skilled Nursing Care</b>		
<p>Medically necessary Services provided in a licensed skilled nursing facility. Benefits include:</p> <p>24-hour per day skilled nursing;  Bed and board;  X-ray and laboratory procedures;  Respiratory therapy;  Physical, speech and occupational therapy;  Medical social services;  Prescribed drugs and medications;  Medical supplies;</p>	None	<p>Maximum 100 days per benefit year.</p> <p>Custodial care is not covered.</p>

Category Descriptions	Co-payment	Exclusions/Limitations*
Appliances and equipment ordinarily furnished by the skilled nursing facility;		
<b>Physical, Occupational, and Speech Therapy</b>		
Therapy may be provided in a medical office, Hospital, Skilled Nursing Facility, or home.	Inpatient: None Outpatient: \$10 per visit	SCFHP may require the Member to get periodic evaluations during the course of therapy. The purpose of the evaluation is to make sure that the therapy is helping the Member to get better.
<b>Cataract Glasses/Frames and Lenses</b>		
Cataract glasses and lenses, cataract contact lenses, or intraocular lenses that replace the natural lens of the eye after cataract surgery.	None	Prescription lenses covered in full; Frames and contact lenses per pair subsequent to each cataract surgery up to \$120.
<b>Diagnostic X-ray and Laboratory Services</b>		
Diagnostic lab Services; diagnostic and therapeutic radiological Services, ECG, EEG, diagnostic mammography, and other diagnostic Services; lab tests for the management of diabetes.	\$10 per visit	
<b>Orthotics and Prosthetics</b>		
Orthotics and Prosthetics including: prescribed replacement	None	The following are not covered: corrective shoes

Category Descriptions	Co-payment	Exclusions/Limitations*
Prosthetic and Orthotic devices; Prosthetic devices and installation accessories to restore a method of speaking incident to laryngectomy; therapeutic footwear and inserts for individuals with diabetes; special footwear for persons with foot disfigurement.		and arch supports, except for therapeutic footwear and inserts for individuals with diabetes and special footwear for persons with foot disfigurement; non-rigid devices; dental appliances; electronic voice producing machines; or more than one device for the same part of the body.
<b>Blood and Blood Products</b>		
Processing, storing, administering of blood and blood products. Includes collecting and storing of autologous blood, when medically indicated.	None	
<b>Transplants</b>		
Organ and bone marrow transplants; medical and Hospital expense of a donor or prospective donor; testing expenses and charges associated with procurement of a donor organ.	\$200 per authorized admission	Experimental or Investigational transplants are not covered. For information regarding a Healthy Workers Member's right to an independent external review to determine if prescribed Experimental and Investigational treatment should be provided, please refer to the section in this EOC titled

Category Descriptions	Co-payment	Exclusions/Limitations*
		Independent Medical Review of Grievances Involving a Disputed Health Care Service.
<b>Reconstructive Surgery</b>		
Surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease and intended to do either of the following: 1) to improve function, or 2) to create a normal appearance, to the extent possible.	\$200 per authorized admission \$10 per authorized Outpatient Service	Cosmetic surgery performed to alter or reshape normal structures of the body in order to improve appearance is not covered.
<b>Diabetes Self-Management – Equipment and Supplies</b>		
Medically Necessary supplies for the management and treatment of diabetes, even if items are available without a prescription includes: medication; needles & syringes; blood glucose testing strips; ketone urine testing strips; and lancets.	\$5 for up to a 90-day supply from a SCVHHS pharmacy  \$0 for up to a 90-day supply obtained through SCVHHS mail order	
<b>Diabetes Self-Management – Education</b>		
Visual aids, excluding eyewear, to assist the visually impaired with proper dosing of insulin. Diabetes Outpatient self-management training, education, and medical nutrition therapy necessary to enable a Healthy	None	

Category Descriptions	Co-payment	Exclusions/Limitations*
<p>Workers Member to properly use covered equipment, supplies, and medications.</p> <p>Additional diabetes Outpatient self-management training, education, and medical nutrition therapy upon direction or prescription of those Services by Member's Healthy Workers Program Physician.</p>		
<b>Health Education</b>		
<p>Health education classes for tobacco use cessation programs.</p>	None	
<b>Clinical Cancer Trials</b>		
<p>Coverage for a member's participation in a cancer clinical trial, phase I through IV, when the member's physician has recommended participation in the trial, and the member meets certain requirements.</p>	<p>\$10 co-payment per office visit.</p> <p>Co-payment for prescriptions as described in the "Prescriptions and the Healthy Workers Program Drug Formulary" Section.</p>	<p>Non-FDA-approved drugs or devices that are the subject of the trial;</p> <p>Services other than health care services, such as travel, housing, and other non-clinical expenses that a member may incur due to participation in the trial;</p> <p>Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the member;</p>

Category Descriptions	Co-payment	Exclusions/Limitations*
		<p>Health care services that are otherwise not a benefit (other than those excluded on the basis that they are investigational or experimental);</p> <p>Health care services that are customarily provided by the research sponsors free of charge for any member in the trial;</p> <p>Coverage for clinical trials may be restricted to participating hospitals and physicians in California, unless the protocol for the trial is not provided in California.</p>

## Section 6 Healthy Workers Benefit Descriptions

Subject to the terms, conditions, Limitations, and Exclusions set forth in this EOC, and upon payment of applicable Co-payments, Healthy Workers Members are entitled to the Benefits and Services described below.

Services described in this section are covered only if:

The Services are Medically Necessary

The Healthy Workers Member's PCP provides, prescribes, directs, Refers, or Authorizes the Services, except:

- Emergency Care and Out-of-Area Urgent Care Services. See "Emergency" and "Urgent Care Services" in Section 3
- Services provided by Healthy Workers Program obstetrician/gynecologists
- Consultations

### *Lifetime Maximum*

There is no lifetime maximum.

### *Professional Services – Outpatient*

#### Cost to Member

\$10 Co-payment per visit

#### Description

Medically Necessary professional Services and consultations by a Healthy Workers Program Physician or other licensed Healthy Workers Program Provider acting within the scope of his or her license.

Includes:

- Outpatient surgery, assistant surgery, and anesthesia
- Professional office visits including visits for allergy tests and treatments, radiation therapy, chemotherapy, dialysis treatment, and sexually transmitted infection care
- First and second trimester therapeutic abortions
- Home visits when Medically Necessary
- Hearing tests
- Screening, diagnosis and treatment, hospital stays, medical Services, surgical and post-surgical Services/procedures, prosthetic devices, and reconstructive surgery for breast cancer. Screening, diagnosis and treatment for prostate cancer, including, but

not limited to, specific antigen testing and digital rectal examination, consistent with generally accepted medical practice and scientific evidence

- Medically Necessary Services in connection with reconstructive surgery incident to mastectomy

### ***Professional Services – Inpatient***

#### Cost to Member

No co-payment

#### Description

Medically Necessary professional Services provided in an inpatient setting by a physician or other licensed health care provider acting within the scope of his or her license, including a surgeon, anesthesiologist, radiologist, cardiologist, pathologist, hospitalist, or other professional, when the cost of those Services is not included in the hospital bill.

#### Exclusions/Limitations

Professional Services obtained from Non-Participating providers, including Hospitals, skilled nursing facilities, and Physicians or other providers, are not covered, except as otherwise described herein. Self-referred professional services that are not provided, prescribed, or referred by the Healthy Workers Member's Primary Care Provider and not authorized by SCFHP, except for emergency Services or obstetrical/gynecological Services, are not covered.

### ***Preventive Care***

#### Cost to Member

No Co-payment

#### Description

Periodic health examinations, including all routine diagnostic testing and laboratory Services appropriate for such examinations as recommended by the most recent version of the American College of Obstetrics and Gynecology (ACOG), the US Preventive Services Task Force (USPSTF), the National Institutes of Health, the American Diabetes Association(ADA) and the American Academy of Family Practice (AAFP).

Preventive Services including Services for the detection of asymptomatic diseases, including the following:

- Periodic health examinations
- A variety of voluntary family planning Services, including contraceptive devices

- Prenatal care
- Venereal disease tests, including confidential HIV counseling and testing
- Cytology examinations on a reasonable periodic basis (including annual Pap smear exam and cervical cancer screening tests)
- Generally medically accepted cancer-screening tests
- Effective health education Services, including information regarding personal health behavior and health care, and recommendations regarding the optimal use of Services provided by the Plan

#### Exclusions/Limitations

Physical exams obtained solely for the purpose of licensure, school, employment, insurance, participation in recreational or school sports, or compliance with a court order are not covered.

### ***Immunizations***

#### Cost to Member

No Co-payment

#### Description

Age-appropriate immunizations as recommended by the ACIP, of the Centers for Disease Control.

#### Exclusions/Limitations

Immunizations obtained solely for the purpose of travel, school, licensure, employment, insurance, participation in recreational or school sports, or compliance with a court order are not covered.

### ***Pregnancy and Maternity Care***

#### Cost to Member

No Co-payment per office visit

\$200 Co-payment per authorized Hospital admission

#### Description

Medically Necessary professional and Hospital Services relating to maternity care are covered, including:

- Prenatal and postnatal care and complications of pregnancy
- Diagnostic and genetic testing
- Counseling for nutrition, health education, and social support needs

- Labor and delivery care, including midwifery Services
- Participation in the statewide Expanded Alpha-Fetoprotein Program, which is a prenatal testing program administered by the State Department of Health Services

Inpatient Hospital care will be provided for 48 hours following a normal vaginal delivery and 96 hours following delivery by Cesarean section, unless an extended stay is authorized by SCFHP. You do not have to leave the Hospital sooner than 48 hours after a vaginal delivery or 96 hours after a Cesarean section unless you and your Doctor decide that it is appropriate for you to be discharged sooner. If you and your Doctor decide you can be discharged before the 48- or 96-hour time period, SCFHP will cover a post-discharge follow-up visit within 48 hours of discharge when prescribed by your Doctor. The visit includes parent education, assistance and training in breast- or bottle feeding, and the performance of any necessary maternal or neonatal physical assessments. You and your Doctor will decide whether the post-discharge visit will occur in your home, at the Hospital, or at the Doctor's office, depending on the best option for you.

### ***Family Planning Services***

#### Cost to Member

\$10 Co-payment per office visit or Outpatient Services

#### Description

Voluntary family planning Services are covered, including the following:

- Counseling and surgical procedures for sterilization, as permitted by State and Federal law
- Contraceptive drugs and devices, such as diaphragms, and coverage for other federal Food and Drug Administration approved devices; insertion or removal of an IUD is covered under the prescription drug benefit
- Office visits for family planning
- Lab and x-rays
- Pregnancy tests
- Treatment for problems resulting from family planning care

#### Exclusions/Limitations

Diagnosis of infertility is not covered, unless provided in conjunction with covered gynecological Services. Treatment for infertility is not covered. Vasectomy and tubal ligation reversal are not covered.

## ***Outpatient Services***

### Cost to Member

No Co-payment, except for the following:

- \$10 Co-payment per visit for ambulatory surgery, physical, occupational, and speech therapy performed on an Outpatient basis.
- \$200 Co-payment per visit for Emergency Health Care Services. The Emergency Room Co-payment is waived if admitted.

### Description

Diagnostic, therapeutic, and surgical Services performed at a Hospital or Outpatient facility, including:

- Physical, speech, and occupational therapy as appropriate
- Hospital Services which can reasonably be provided on an ambulatory basis
- Related Services and supplies in connection with Outpatient Hospital Services including treatment room, ancillary Services, and medications that are supplied by the Hospital or facility for use during the Healthy Workers Member's stay at the facility

### Exclusions/Limitations

Professional Services related to Outpatient surgery are covered through Healthy Workers. The facility component of Outpatient surgery is covered through the Healthy Workers Hospital Program. Care at a non-contracted facility is not covered.

## ***Inpatient Hospital Services***

### Cost to Member

\$200 Co-payment per admission

\$200 Co-payment per admission at Non-Participating Hospital

Care following stabilization at a non-contracted facility is not covered.

### Description

General Hospital Services, in a room for two or more, with customary furnishings and equipment, meals (including special diets as Medically Necessary), and general nursing care. Includes all Medically Necessary ancillary Services such as:

- Use of operating room and related facilities
- Intensive care unit and Services
- Drugs, medications, and biologicals
- Anesthesia and oxygen
- Diagnostic laboratory and x-ray Services

- Special duty nursing as Medically Necessary
- Physical, occupational, and speech therapy
- Respiratory therapy
- Administration of blood and blood products
- Other diagnostic, therapeutic, and rehabilitative Services as appropriate
- Coordinated discharge planning, including the planning of such continuing care as may be necessary

#### Exclusions/Limitations

As a Healthy Workers Member, you automatically qualify for SCVHHS' Healthy Workers Hospital Program, through which you will receive Inpatient Services, ambulatory outpatient surgery, and some emergency department Services. SCVHHS will schedule admissions and outpatient surgeries based on SCFHP's accessibility standards.

Personal or comfort items or a private room in a Hospital are excluded, unless Medically Necessary.

#### ***Emergency Health Care Services***

##### Cost to Member

\$200 Co-payment per visit

The Emergency Room Co-payment is waived if admitted. Following stabilization, you will be transferred to Santa Clara Valley Medical Center as soon as you can safely be moved.

##### Description

Twenty-four hour Emergency Health Care Services are covered for Emergency Medical Conditions, that is, when medical or psychiatric care is needed for a serious medical or psychiatric condition, illness, active labor, or injury with such severe symptoms that the absence of immediate medical attention can be reasonably expected by a prudent layperson to result in any of the following: serious jeopardy to the patient's health; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part. Emergency Health Care Services are covered both in or out of SCFHP's Service Area, and in contracted or Non-Participating Facilities.

Call your Healthy Workers Program Physician for any follow-up care. If you need to see a Specialist, your Healthy Workers Program Physician will give you a referral. If you go back to the emergency room for follow-up care, you will have to pay all of the costs. If you do not have the required authorization, you will also have to pay all of the

costs if you get follow-up care from a non-participating Healthy Workers Program Provider

#### Exclusions/Limitations

Care following stabilization at a non-contracted facility is not covered.

Use of emergency facility Services for non-Emergency Medical Conditions is also not covered.

### ***Ambulance Services***

#### Cost to Member

No Co-payment

#### Description

Emergency ambulance transportation, "911" Service, is covered in connection with an Emergency Medical Condition to the first Hospital which actually accepts the Healthy Workers Member for Emergency Health Care Services.

Non-emergency transportation for the transfer of a Healthy Workers Member from a Hospital to another Hospital or facility, or facility to home when:

- Medically Necessary, and
- Requested by a Healthy Workers Program Provider, and
- Authorized in advance by SCFHP.

#### Exclusions/Limitations

Transportation by airplane, passenger car, taxi, or other forms of public conveyance is not covered. Non emergency transportation from home or other venue to medical appointments is not covered.

### ***Urgent Care Services***

#### Cost to Member

\$50 per visit

#### Description

Services that cannot wait until you are able to see your Primary Care Provider because a delay in obtaining the Services might cause a serious deterioration of your health. For example, you may need Urgent Care Services because of an unforeseen illness, injury, or complication of an existing condition, including pregnancy. Examples include a bad earache, bronchitis, bad back pain, urinary tract infection, and maternity Services necessary to prevent serious deterioration of the health of the mother or the unborn baby, based on a reasonable belief that the mother has a pregnancy-related condition for

which treatment cannot be delayed. SCVHHS has urgent care centers located throughout Santa Clara County that are available to Healthy Workers Members for their urgent care needs.

If you are not sure where to get urgent care please call your Healthy Workers Program PCP or SCFHP's Member Services for assistance. After you receive the Services, please call your PCP as soon as possible to ensure proper follow-up care.

## ***Prescription Drug Coverage***

### Cost to Member

- \$5 Co-payment per prescription for up to a 90-day supply of generic drugs obtained only from a SCVHHS pharmacy
- \$0 Co-payment per prescription for up to a 90-day supply of generic drugs obtained only through SCVHHS mail order
- \$15 Co-payment per prescription for up to a 90-day supply of brand name drugs (unless generic is not available) obtained only from a SCVHHS pharmacy
- \$15 Co-payment per prescription for up to a 90-day supply of brand name drugs (unless generic is not available) obtained only through SCVHHS mail order
- No Co-payment for prescription drugs provided in an Inpatient setting
- No Co-payment for drugs administered in the Doctor's office or in an Outpatient facility
- No Co-payment for FDA-approved contraceptive drugs and devices
- No Co-payment for certain preventive care over the counter drugs

### Description

Medically Necessary drugs are covered when prescribed by a licensed practitioner acting within the scope of his or her license and provided by a SCVHHS pharmacy provider. Coverage includes:

- Injectable medication, needles and syringes necessary for the administration of the covered injectable medication
- Insulin, medications for the treatment of diabetes, and glucagon, in medically appropriate quantities for the monitoring and treatment of insulin dependent, non-insulin dependent, and gestational diabetes
- Prenatal vitamins that require a prescription
- One cycle or course of treatment of prescription tobacco use cessation drugs per Benefit Year. SCFHP requires Healthy Workers Members to attend tobacco cessation classes or programs in conjunction with the use of prescription tobacco cessation drugs

- Prescription Contraceptive Drugs and Devices: all FDA-approved oral and injectable contraceptive drugs and devices, including internally implanted time-release contraceptives such as Norplant, and emergency contraceptive drug therapy. If your Healthy Workers Program Provider determines that none of the methods designated by SCVHHS as covered or preferred (on the Healthy Workers Program Formulary) are medically appropriate, then your Healthy Workers Program Provider must contact SCVHHS in advance for prior Authorization to prescribe a non-Formulary contraceptive drug or device
- FDA-approved emergency contraceptive drug therapy
- Off-Label Drug Uses when the following conditions are met:
  - The drug is FDA approved;
  - The drug is either prescribed by a Healthy Workers Program Physician for a Life-Threatening condition or prescribed by a Healthy Workers Program Physician for a chronic and Seriously Debilitating condition, and is Medically Necessary to treat that condition; and
  - The drug is recognized for treatment by authoritative sources.

Santa Clara Valley Health and Hospital System Pharmacies will dispense available generic equivalent prescription drugs, provided that the prescribed drug is medically appropriate and safe for the Healthy Workers Member.

#### Exclusions/Limitations

- Prescription drugs are covered only when provided by a Santa Clara Valley Health and Hospital System pharmacy
- Experimental or Investigational drugs\* as defined in Section 12, "Definitions," in this EOC are not covered
- Drugs or medications for cosmetic purposes, or that are not Medically Necessary and appropriate for the Healthy Workers Member's condition
- Patent or over-the-counter medicines, including non-prescription contraceptive drugs (except smoking cessation drugs)
- Medicines not requiring a written prescription order (except insulin and smoking cessation drugs as previously described)
- Dietary supplements, appetite suppressants, or any other diet drugs or medications except as Medically Necessary and applicable for use in the treatment of morbid obesity

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\* You have the right to ask for an Independent Medical Review (IMR) by the Department of Managed Health Care (DMHC) when SCFHP denies coverage for Experimental or Investigational treatment.

- Over-the-counter devices or medications, such as contraceptive jellies, ointments, foams, condoms, etc. (except emergency contraceptive drug therapy), minerals and food supplements not requiring a prescription
- Over-the-counter vitamins (unless they are prescribed prenatal vitamins)
- Drugs administered while a Healthy Workers Member is a patient or resident in a rest home, nursing home, convalescent Hospital, or similar facility
- Lifestyle drugs
- Medical Foods

### ***Durable Medical Equipment and Supplies***

#### Cost to Member

No Co-payment

#### Description

Medical equipment appropriate for use in the home that:

- Primarily serves a medical purpose
- Is intended for repeated use
- Is generally not useful to a person in the absence of illness or injury

SCFHP may determine whether to rent or purchase standard equipment. Repair or replacement is covered unless necessitated by misuse or loss.

Durable Medical Equipment that is covered includes:

- Oxygen and oxygen equipment
- Blood glucose monitors
- Pulmo-Aides and related supplies
- Nebulizer machines, tubing and related supplies, and spacer devices for metered dose inhalers
- Syringes for self-injectable outpatient prescription drugs that are not dispensed in pre-filled syringes
- Ostomy bags and urinary catheters and supplies

#### Exclusions/Limitations

- Comfort and convenience items
- Disposable supplies, except bags and urinary catheters and supplies, consistent with SCFHP coverage guidelines

- Exercise equipment
- Personal hygiene items
- Experimental or research equipment\*
- Devices not medical in nature, such as sauna baths and elevators, or modifications to the home or automobile
- Deluxe equipment
- More than one piece of equipment that serves the same function

## ***Outpatient Mental Health Services***

### Cost to Member

\$10 Co-payment per visit

### Description

Mental health care when ordered and performed by a Healthy Workers Program mental health provider is covered. Covered mental health Services include:

- Assessment
- Plan development
- Therapy and collateral
- Medical support Services
- Crisis intervention
- Psychiatrist and psychologist care

Provision of Outpatient mental health Services is limited to evaluation, crisis intervention, and treatment for conditions that are subject to significant improvement through relatively short-term therapy as Medically Necessary for the mental health and recovery of the Healthy Workers Member.

Non-Covered Services include, but are not limited to: reading therapy; vocational, educational, recreational, art, dance or music therapy; weight control or exercise programs; hypnotherapy; sex therapy; Services for mental health conditions not subject to significant improvement through relatively short-term therapy including chronic psychosis, chronic brain syndrome, intractable personality disorder and mental retardation; court-ordered mental health evaluations that are not otherwise Medically

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*\* You have the right to ask for an Independent Medical Review (IMR) by the Department of Managed Health Care (DMHC) when SCFHP denies coverage for Experimental or Investigational treatment.*

Necessary and provided by participating practitioners as part of a Healthy Workers Member's treatment plan.

The treatment of Severe Mental Illness when ordered and performed by a Healthy Workers mental health provider is covered. These conditions include but are not limited to:

- Schizophrenia
- Schizoaffective disorder
- Bipolar disorder (manic depressive illness)
- Major depressive disorder
- Panic disorder
- Obsessive-compulsive disorder
- Pervasive developmental disorder or autism
- Anorexia nervosa
- Bulimia nervosa

SCFHP and the prescribing Healthy Workers Program Provider may substitute Inpatient days, as described in the Inpatient Mental Health Services section below.

#### Exclusions/Limitations

The Outpatient benefit is limited to a maximum of 20 visits per Benefit Year for illnesses that do not meet the criteria for Severe Mental Illnesses (SMI). The Plan and the prescribing Healthy Workers Program Provider may substitute Inpatient days for Outpatient Days.

The treatment of Severe Mental Illness is not limited to 20 visits.

### ***Inpatient Mental Health Services***

#### Cost to Member

\$200 Co-payment per authorized admission

#### Description

Inpatient Mental health care and partial Hospitalization during an Authorized stay in Healthy Workers Mental Health Hospital when ordered and performed by a Healthy Workers Program mental health provider for the treatment of an Acute phase of a mental health condition

Covered Inpatient mental health Services include routine Hospital Services, all Hospital-based Services, and professional Services. Limit of 30 days per Benefit Year, except for the treatment of Severe Mental Illnesses, which are not limited.

Severe Mental Illnesses include, but are not limited to:

- Schizophrenia
- Schizoaffective disorder
- Bipolar disorder (manic depressive illness)
- Major depressive disorder
- Panic disorder
- Obsessive-compulsive disorder
- Pervasive developmental disorder or autism
- Anorexia nervosa
- Bulimia nervosa

With the agreement of the Healthy Workers Member, if appropriate, each day of Inpatient Hospitalization may be substituted for any of the following Outpatient mental health Services:

- 2 days of residential treatment
- 3 days of day care treatment (care in which patients participate during the day, returning to their home or other community placement during the evening and night)
- 4 Outpatient visits

#### Exclusions/Limitations

Limit of 30 days per Benefit Year, except for the treatment of Severe Mental Illness (SMI). Inpatient days are not limited for Healthy Workers Members who are diagnosed with Severe Mental Illness.

One day of Inpatient care may be substituted for 2 days of residential treatment, or 3 days of day care, or 4 Outpatient visits.

### ***Inpatient Chemical Dependency Services***

#### Cost to Member

\$200 Co-payment per authorized admission

#### Description

Hospitalization for alcoholism or drug abuse as medically appropriate for detoxification

### Exclusions/Limitations

Hospitalization at Non-Participating Hospitals covered only when a result of an emergency admission.

Psychiatric care, psychological Services, or other care for mental or emotional disorders for the treatment of drug or alcohol addiction, except as otherwise provided in this EOC, are not covered.

### ***Outpatient Chemical Dependency Services***

Crisis intervention and treatment of alcoholism or drug abuse on an Outpatient basis are not covered.

### ***Home Health Care Services***

#### Cost to Member

\$10 Co-payment per authorized visit

#### Description

Home Health Services are only those Services that are prescribed or directed by a Healthy Workers Program Physician or other appropriate authority designated by SCFHP. These Services are provided at home by health care personnel acting within the scope of his or her license and include visits by RNs (registered nurses), LVNs (licensed vocational nurses), home health aides, physical occupational, speech, and respiratory therapists.

If a basic health Service can be provided in more than one medically appropriate setting, it is within the discretion of the Healthy Workers Program Physician or other appropriate authority designated by SCFHP to choose the setting for providing the care.

SCFHP exercises prudent medical case management to ensure that care is rendered in the appropriate setting. Medical case management may include consideration of whether a particular Service or setting is cost-effective when there is a choice among several medically appropriate alternative Services or settings.

### Exclusions/Limitations

Custodial Care is excluded. Custodial Care means care furnished primarily to provide room and board or meet the activities of daily living (which may include nursing care, training in personal hygiene, and other forms of self-care) or supervisory care by a Physician; or care furnished to a Healthy Workers Member who is mentally or physically disabled, and who is not under specific medical, surgical, or psychiatric treatment to reduce the disability to the extent necessary to enable the patient to live outside an institution; or

Care furnished when, despite such treatment, there is no reasonable likelihood that the disability will be so reduced.

## ***Hospice Services***

### Cost to Member

\$10 Co-payment per authorized visit

### Description

Hospice Care and Services provided in a home by a licensed or certified Healthy Workers Program Provider that is:

- Designed to provide palliative and supportive care to individuals who have received a diagnosis of Terminal Illness and related conditions. Hospice Care does not include efforts to cure the disease;
- Directed and coordinated by medical professionals; and
- Authorized in advance by SCFHP.

The Hospice benefit includes:

- Nursing care
- Medical social services
- Home health aide Services
- Physician Services, drugs, medical supplies and appliances, counseling, and bereavement services
- Short-term Inpatient care for pain control and symptom management
- Palliative drugs prescribed for pain control and symptom management of the Terminal Illness, as stated in the SCVHHS Healthy Workers Program Formulary guidelines
- Homemaker services and short-term respite care

For Healthy Workers Members who elect Hospice Care, SCFHP will continue to cover all Medically Necessary Services, as listed in this EOC.

A Member may change his or her decision to receive Hospice Care at any time.

### Exclusions/Limitations

Hospice Care is limited to those individuals who are experiencing the last phases of life due to a Terminal Illness and who elect Hospice Care instead of the traditional Services covered by Healthy Workers. Hospice services provided by a Non-Participating Provider are not covered.

## ***Skilled Nursing Care***

### Cost to Member

No Co-payment

### Description

Medically Necessary Services prescribed by a Healthy Workers Program Provider and provided in a licensed skilled nursing facility. Benefit includes:

- Skilled nursing on a 24-hour per day basis
- Bed and board
- X-ray and laboratory procedures
- Respiratory therapy
- Physical, speech, and occupational therapy
- Medical social services
- Prescribed drugs and medications
- Medical supplies
- Appliances and equipment ordinarily furnished by the skilled nursing facility

### Exclusions/Limitations

This benefit is limited to a maximum of one hundred (100) days per benefit year.

## ***Physical, Occupational, and Speech Therapy***

### Cost to Member

No Co-payment for Inpatient therapy

\$10 Co-payment per visit when provided on an Outpatient basis.

### Description

Therapy may be provided in a medical office or other appropriate Outpatient setting.

### Exclusions/Limitations

SCFHP may require the Member to get periodic evaluations during the course of therapy. The purpose of the evaluation is to make sure that the therapy is helping the Member to get better.

## ***Cataract Glasses and Lenses***

### Cost to Member

No Co-payment

### Description

Cataract eyeglasses and lenses, cataract contact lenses, or intraocular lenses that replace the natural lens of the eye after cataract surgery

One pair of conventional eyeglasses or conventional contact lenses, if necessary, after cataract surgery with insertion of an intraocular lens

### Exclusions/Limitations

Frames and contact lenses covered up to \$120 per pair subsequent to each cataract surgery.

## ***Diagnostic X-Ray and Laboratory Services***

### Cost to Member

\$10 per visit

### Description

Diagnostic laboratory Services, diagnostic and therapeutic radiological Services necessary to appropriately evaluate, diagnose, treat, and follow up on the care of Healthy Workers Members. Other diagnostic Services are covered and include, but are not limited to, the following:

- Electrocardiography, electroencephalography, and mammography for screening or diagnostic purposes
- Laboratory tests appropriate for the management of diabetes, including at a minimum: cholesterol, triglycerides, microalbuminuria, HDL/LDL, and Hemoglobin A-1C (Glycohemoglobin)

## ***Orthotics and Prosthetics***

### Cost to Member

No Co-payment

### Description

Orthotics and Prosthetics are covered as follows:

- Medically Necessary replacement Prosthetic devices as prescribed by a licensed practitioner acting within the scope of his or her license
- Medically Necessary replacement Orthotic devices when prescribed by a licensed practitioner acting within the scope of his or her license
- Initial and subsequent Prosthetic devices and installation accessories to restore a method of speaking incident to a laryngectomy
- Therapeutic footwear and inserts for individuals with diabetes

- Special footwear for persons with foot disfigurement
- Prosthetic devices to restore and achieve symmetry incident to mastectomy

Covered items must be Physician-prescribed, custom-fitted, standard Orthotic or Prosthetic devices, authorized by SCFHP and dispensed by a Healthy Workers Program Provider. Repair is provided unless necessitated by misuse or loss. SCFHP may override any decision made by SCVHHS regarding the repair or replacement of an Orthotic or Prosthetic device.

#### Exclusions/Limitations

- Over-the-counter items
- Corrective shoes and arch supports, except for therapeutic footwear and inserts for individuals with diabetes
- Non-rigid devices such as elastic knee supports, corsets, elastic stockings and garter belts
- Dental appliances
- Electronic voice producing machines
- More than one device for the same part of the body
- Eyeglasses (except for eyeglasses or contact lenses necessary after cataract surgery)

### ***Blood and Blood Products***

#### Cost to Member

No Co-payment

#### Description

Processing, storage, and administration of blood and blood products, which includes the collection of autologous blood when medically indicated

### ***Transplants***

#### Cost to Member

\$200 per authorized admission

#### Description

Coverage for Medically Necessary organ transplants and bone marrow transplants which are not Experimental or Investigational in nature.

Reasonable medical and Hospital expenses of a donor or an individual identified as a prospective donor, if these expenses are directly related to the transplant for a Healthy Workers Member.

Charges associated with the search and testing of unrelated bone marrow donors through a recognized donor registry and charges associated with the procurement of donor organs through a recognized donor transplant bank, if the expenses are directly related to the anticipated transplant of a Healthy Workers Member.

### ***Reconstructive Surgery***

#### Cost to Member

\$200 per authorized admission

#### Description

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:

- to improve function; or
- to create a normal appearance, to the extent possible.

Coverage includes reconstructive surgery to restore and achieve symmetry incident to mastectomy.

#### Exclusions/Limitations

Cosmetic surgery performed to alter or reshape normal structures of the body in order to improve appearance is not covered.

### ***Diabetes Self-Management – Equipment and Supplies***

#### Cost to Member

- \$5 for up to a 90-day supply from a SCVHHS pharmacy
- \$0 for up to a 90-day supply obtained through SCVHHS mail order

#### Description

Medically Necessary equipment and supplies for the management and treatment of diabetes, even if items are available without a prescription:

- Blood glucose testing strips
- Ketone urine testing strips
- Lancets and lancet puncture devices
- Insulin syringes

## ***Diabetes Self-Management – Education***

### Cost to Member

No Co-payment

### Description

Diabetes Outpatient self-management training, education, and medical nutrition therapy necessary to enable a Healthy Workers Member to properly use covered equipment, supplies, and medications.

Additional diabetes Outpatient self-management training, education, and medical nutrition therapy upon direction or prescription of those Services by Member's Healthy Workers Program Physician.

## ***Health Education***

### Cost to Member

No Co-payment

### Description

Effective health education Services, including tobacco cessation classes, information regarding personal health behavior and care, and recommendations regarding the optimal use of health Services provided by SCFHP and care organizations affiliated with the Plan.

## ***Clinical Cancer Trials***

### Cost to Member

\$ 10 Co-payment per office visit

Co-payments for prescriptions as described in the "Prescriptions and the Healthy Workers Program Drug Formulary Section."

### Description

Coverage for a member's participation in a cancer clinical trial, Phase I through IV, when the member's physician has recommended participation in the trial, and member meets the following requirements:

- Member must be diagnosed with cancer;
- Member must be accepted into a Phase I, Phase II, Phase III, or Phase IV clinical trial for cancer;
- Member's treating physician, who is providing covered Services, must recommend participation in the clinical trial after determining that participation will have a meaningful potential to the member, and

- The trial must meet the following requirements:
  - Trials must have a therapeutic intent with documentation provided by the treating physician, and
  - Treatment provided must be approved by one of the following: 1) the National Institutes of Health, the Federal Food and Drug Administration, the U.S. Department of Defense, or the U.S. Department of Veterans Affairs, or 2) involve a drug that is exempt under the federal regulations from a new drug application.

Benefits include the payment of costs associated with the provision of routine patient care, including drugs, items, devices and Services that would otherwise be covered if they were not provided in connection with an approved clinical trial program. Routine patient costs for cancer clinical trials include:

- Health care Services required for the provision of the investigational drug, item, device or Service.
- Health care Services required for the clinically appropriate monitoring of the investigational drug, item, device, or Service.
- Health care Services provided for the prevention of complications arising from the provision of the investigational drug, item, device, or Service.
- Health care Services needed for the reasonable and necessary care arising from the provision of the investigational drug, item, device, or Service, including diagnosis or treatment of complications.

#### Exclusions/Limitations

- Provision of non-FDA-approved drugs or devices that are the subject of the trial.
- Services other than health care services, such as travel, housing, and other non-clinical expenses that a member may incur due to participation in the trial.
- Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the patient.
- Health care services that are otherwise not a benefit (other than those excluded on the basis that they are investigational or experimental).
- Health care services that are customarily provided by the research sponsors free of charge for any enrollee in the trial.
- Coverage for clinical trials may be restricted to participating hospitals and physicians in California, unless the protocol for the trial is not provided in California.

## Section 7 Health Care Benefit Exclusions and Limitations

**The following health Benefits are excluded under the Healthy Workers Program:** Benefits identified as excluded in Section 6, “Healthy Workers Benefit Descriptions.”

Benefits in excess of limits specified in Section 6, “Healthy Workers Benefit Descriptions.”

Services, supplies, items, procedures or equipment, which are not Medically Necessary as determined by SCFHP, unless otherwise specified in the previous section.

Any Services which are received prior to the effective date of your Healthy Workers coverage.

**The following Exclusions and Limitations also apply to Healthy Workers coverage:**

**Amniocentesis** — except when Medically Necessary.

**Certain Exams and Services** — Medical or psychiatric exams, Services and supplies, including testing, that are on court order or required for parole or probation.

**Chiropractic Services/Chiropractors** — not a Covered Benefit.

**Contraceptives** — Contraceptives and contraceptive devices that do not require a prescription. Note: This Exclusion does not apply to FDA-approved emergency contraceptive drug therapy.

**Convenience Items** — Disposable supplies except ostomy bags and urinary catheters and supplies consistent with Healthy Workers coverage guidelines; exercise and hygiene equipment; Experimental or research equipment<sup>\*</sup>; devices not medical in nature such as sauna baths and elevators, or modifications to the home or automobile; deluxe equipment; or more than one piece of equipment that serves the same function.

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

**Custodial or Domiciliary Care** — Services that do not require trained medical or health professionals and that are designed for the purpose of assisting in the activities of daily living; personal comfort items such as television, telephone, private rooms, except as Medically Necessary; housekeeping, and meal services as part of home health care.

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<sup>\*</sup> You have the right to ask for an Independent Medical Review (IMR) by the Department of Managed Health Care (DMHC) when SCFHP denies coverage for Experimental or Investigational treatment.

**Emergency Facility Services** — Use of emergency facility services for non-Emergency Medical Conditions.

**Experimental\*** — Any medical treatment, therapy, procedure, medication, device, or supply ("Service") that, as determined, by SCFHP, in accordance with professionally recognized standards, does not meet all of the following criteria for treatment of the particular illness or injury:

- The Service is generally accepted in the appropriate medical community as standard, safe, and effective.
- The Service can be obtained outside of a research protocol program or is the standard, conventional Service that is used in a research protocol program as the benchmark from which to measure other Services.
- Based on reports and articles published in authoritative, peer-reviewed medical literature, the Service is at least as safe and effective as standard, non-Experimental and non-Investigational Services. Healthy Workers Members who have been denied coverage based on SCFHP's determination that a proposed Service is Experimental or Investigational have an opportunity to have the denial reviewed by an external review board, independent of SCFHP, if certain criteria are met.

NOTE: You have the right to ask for an Independent Medical Review (IMR) by the Department of Managed Health Care (DMHC) when SCFHP denies coverage for Experimental or Investigational treatment.

**Foot Care** — Routine foot care including callus/corn paring or excision, toenail trimming.

**Infertility Treatment** — Treatment for infertility is excluded. Diagnosis of infertility is not covered unless provided in conjunction with covered gynecological Services. Treatments of medical conditions of the reproductive system are not excluded.

**Newborn Care** — Newborn children of Healthy Workers Members are not covered.

**Non-Authorized Services** — All medical and Hospital costs if you are admitted to a Hospital by a Non-Participating Physician without pre-Authorization by SCFHP, except in Emergencies as described herein.

**Non-Participating Providers** — Services obtained from Non-Participating Providers, including Hospitals, skilled nursing facilities, Physicians, hospice, or other providers, except as otherwise described in this EOC.

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\* \* You have the right to ask for an Independent Medical Review (IMR) by the Department of Managed Health Care (DMHC) when SCFHP denies coverage for Experimental or Investigational treatment.

**Non-Skilled Care** — Care that is performed by family members or persons who do not have licensure or certification to perform such Services, or care that is not performed in the presence of a supervising licensed nurse, or by a person with certification to provide such Services, except for authorized homemaker Services for Hospice Care.

**Obesity** — Surgery for morbid obesity, unless determined Medically Necessary.

**Orthotics and Prosthetics** — Corrective shoes and arch supports, except for therapeutic footwear and inserts for individuals with diabetes and persons with foot disfigurement; non-rigid devices such as elastic knee supports, corsets, elastic stockings, and garter belts; dental appliances; electronic voice producing machines; or more than one device for the same part of the body. Eyeglasses (except for eyeglasses or contact lenses necessary after cataract surgery), are also excluded.

**Over-the-Counter Drugs, Supplies, and Devices** — Such as over-the-counter devices, enteral and medical foods and supplements, or medications not requiring a prescription, with the exception of drugs, supplies, and devices used for diabetes self-management or as required by the Patient Protection and Affordable Care Act of March 23, 2010.

**Physical Exams** — Physical exams and immunizations required for licensure, employment, school, insurance, participation in school sports, or participation in recreational sports; court-ordered physical exams.

**Prescription Drugs** — Drugs and medicines which have not received the marketing approval of the U.S. Food and Drug Administration (FDA); however, coverage for drugs and medicines which have received FDA approval for marketing for one or more uses will not be denied on the basis that they are being prescribed for an off-label use, provided the conditions set forth in California Health & Safety Code Section 1367.21 have been met.

Prescription Drugs not obtained from a Santa Clara Valley Health and Hospital System pharmacy are not covered.

**Private Duty Nursing** — Any sort of private duty nursing is not covered. Special duty nursing, if Authorized, may be covered as part of an authorized Hospital or Skilled Nursing Facility Inpatient stay.

**Prostheses** — (See "Orthotics and Prosthetics," above).

**Psychiatric Care** — Psychiatric care, psychological Services, or other care for mental or emotional disorders for the treatment of drug or alcohol addiction, except as otherwise provided in this Evidence of Coverage.

**Self-Referred Services** — Services that are not provided, prescribed, or referred by the Member's Healthy Workers Program PCP and not authorized in accordance with

SCFHP procedures, except for Emergency Health Care Services or obstetrical/gynecological Services.

**Sexual Transformations** — Charges for or incident to gender reassignment surgery (transgender operations), or any resulting hormone replacement therapy or medical complications.

**Skin Aging** — Services relating to the diagnosis and treatment to retard or reverse the effects of aging of the skin.

**Temporomandibular Joint Dysfunction** — Appliance therapy for treatment of temporomandibular joint dysfunction.

**Therapies Excluded** — Manipulative therapy, hypnotherapy, spiritual and prayer healing, and sex therapy.

## Section 8

### Individual Continuation of Health Care Coverage, Duplicate Coverage, and Third Party Liability

#### *Individual Continuation of Health Care Coverage*

United States and California laws protect your right to continue your health coverage under certain circumstances or Qualifying Events. This is called continuation health coverage or continuation of benefits.

California law requires that we include the following statement about continuation health coverage:

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

This Section tells you about:

- Understanding your choices
- Your Certificate of Creditable Coverage
- The three kinds of continuation health coverage:
  - COBRA
  - Cal-COBRA
  - HIPAA

#### **Understanding Your Choices**

Look at all of your choices carefully before you decide what to do.

1. You may be able to buy continuation coverage with SCFHP. You cannot be denied continuation coverage because of your medical history; OR
2. You can buy individual health insurance on your own. If you do this, the insurance company usually reviews your medical history. You may be charged a higher premium or you may be denied health benefits entirely if you have a medical condition now or are likely to develop one.; OR
3. You can decide not to buy any health coverage. In this case, you will have to pay all of the cost of any health care you need. This can be thousands of dollars.

#### **If you choose continuation health coverage:**

1. You have to pay your share of the Healthy Workers monthly premium, and your employer's share of the Healthy Workers premium. Under COBRA, you will be enrolled in Santa Clara County's Ability to Pay Determination (APD) Program.
2. You cannot be refused coverage by SCFHP because of your medical history.

3. Your continuation health care coverage benefits will be identical to the Healthy Workers Program.
4. After you use up one kind of continuation coverage, you may be eligible for another kind. This is explained below.
5. There are deadlines and other requirements that you have to meet to buy each kind of continuation coverage. Call SCFHP Member Services for more information.

### ***Certificate of Creditable Coverage***

When you leave the Healthy Workers Program, SCFHP will send you a letter that says how long you were in the Healthy Workers Program. This is called a Certificate of Creditable Coverage. Be sure to keep this letter. You may need it if you get health benefits through another employer or if you buy a conversion plan or a HIPAA plan.

### ***COBRA***

For more information on COBRA, call the Federal Employee Benefits Security Administration (EBSA), toll-free, at 1-866-444-3272.

1. COBRA is a U.S. law that applies to employers who have 20 or more employees in their group health plan.
2. COBRA may allow you to keep the Healthy Workers Program coverage for up to 18 or 36 months, depending on the Qualifying Event and other circumstances. If you are no longer eligible for COBRA after 18 months, you may be able to keep your benefits through Cal-COBRA. See below.
3. Each qualified person may independently elect/enroll in COBRA coverage.
4. With COBRA, you have the same benefits as current employees in the Healthy Workers Program.
5. You have to pay your share of the Healthy Workers monthly premium and your employer's share of the Healthy Workers premium. Under COBRA, you will be enrolled in Santa Clara County Health and Hospital System's Ability to Pay Determination (APD) Program.

### **Important deadlines for electing/enrolling in COBRA with SCFHP:**

It is important to meet the following deadlines. If you do not, you will lose your right to COBRA coverage.

1. **Notification of Qualifying Event:** Employers must notify SCFHP within 30 days of the following Qualifying Events:
  - a. The employee's job ends

- b. The employee's eligibility for Healthy Workers changes
  - c. The employee becomes eligible to receive Medicare benefits
2. **Election notice:** Generally, you must be sent an election notice not later than 14 days after SCFHP receives notice that a Qualifying Event has occurred.
  3. **Election period:** You have 60 days to notify SCFHP in writing that you want to elect/enroll in COBRA coverage. The 60 days starts on the later of the following two dates:
    - a. The date you receive the election notice
    - b. The date your coverage ended
  4. **Premium Payment:** You have to pay your share of the Healthy Workers monthly premium, and your employer's share of the Healthy Workers premium, for your COBRA coverage. SCFHP, or its designated agent, must receive your first payment within 45 days after you enroll in COBRA. This first premium covers the time from the date your coverage ended because of the Qualifying Event up to the day you signed up for COBRA. You must then pay a monthly premium as long as you stay on COBRA.

**If your COBRA is ending, you may be able to elect/enroll in Cal-COBRA:**

When your 18 months of COBRA ends, you may be able to keep the Healthy Workers Program coverage for up to 18 more months under Cal-COBRA. If you were on COBRA for 36 months, you cannot get Cal-COBRA for any additional period of time.

1. SCFHP should send you an enrollment form. Or you can call SCFHP Member Services for more information.
2. You must fill out the enrollment form, send it to SCFHP, and pay your premium no more than 30 days after you receive the enrollment form.

**You will lose COBRA if:**

1. You do not pay your premiums on time.
2. You move outside the SCFHP service area.
3. Your former employer no longer offers health care coverage.
4. You become eligible for Medicare.
5. You sign up for another benefit plan. (However, if your new plan has a waiting period for pre-existing conditions and you have not used up all of your COBRA, you can keep COBRA until the waiting period is over.)
6. You commit fraud, which means that you intentionally deceive SCFHP or you misrepresent yourself or allow someone else to do so in order to get health care Services.

## ***Cal-COBRA***

Cal-COBRA is a California law that applies to employers who have between 2 and 19 employees in their group health plan.

1. Cal-COBRA may allow you to keep the Healthy Workers Program coverage for up to 36 months.
2. You have the same benefits as current employees in the Healthy Workers Program.
3. You have to pay your share of the Healthy Workers monthly premium, and your employer's share of the Healthy Workers premium. For inpatient Services, you will be enrolled in Santa Clara County Health and Hospital System's Ability to Pay Determination Program (APD).

### **Important deadlines for electing/enrolling in Cal-COBRA with SCFHP:**

It is important to meet the following deadlines. If you do not, you lose your right to Cal-COBRA coverage.

1. **Notification of Qualifying Event:** Employers must notify SCFHP within 30 days after the following Qualifying Events:
  - a. The employee's job ends.
  - b. The employee's eligibility for Healthy Workers changes.
  - c. You must notify SCFHP in writing within 60 days of when you become eligible to receive Medicare benefits.
2. **Election notice:** Generally, you must be sent an election notice not later than 14 days after SCFHP receives notice that a Qualifying Event has occurred.
3. **Election period:** You have 60 days to notify SCFHP in writing that you want to elect/enroll in Cal-COBRA continuation coverage. The 60 days starts on the later of the following two dates:
  - a. The date you receive the election notice.
  - b. The date your coverage ended.
4. **Premium payment:** You have to pay your share of the Healthy Workers monthly premium and your employer's share of the Healthy Workers premium, for your Cal-COBRA coverage. SCFHP, or its designated agent, must receive your first payment within 45 days after you enroll in Cal-COBRA. This first premium covers the time from the date your coverage ended because of the Qualifying Event up to the day you signed up for Cal-COBRA. You must then pay a monthly premium as long as you stay on Cal-COBRA.

**If your former employer stops offering the Healthy Workers Program when you are on Cal-COBRA:**

1. You can elect/enroll in Cal-COBRA with the new coverage plan offered by your employer.
2. You must enroll and pay your first premium with the new coverage plan no more than 30 days after you receive notice that the Healthy Workers Program is no longer being offered. If you do not meet this deadline, your Cal-COBRA benefits end.

**You will lose Cal-COBRA if:**

1. You do not pay your premiums on time.
2. You move outside the SCFHP service area.
3. Your former employer no longer offers any health care coverage.
4. You sign up for or become eligible for Medicare.
5. You sign up for another benefit plan. (However, if your new plan has a waiting period for pre-existing conditions and you have not used up all of your Cal-COBRA, you can keep your Cal-COBRA until the waiting period is over.)
6. You commit fraud, which means that you intentionally deceive SCFHP or you misrepresent yourself or allow someone else to do so in order to get health care Services.

***HIPAA Coverage***

HIPAA is a U.S. law that allows you to buy individual health coverage when your group health coverage ends.

1. If you are eligible for HIPAA, you can choose to buy HIPAA instead of conversion coverage.
2. You may not have the same benefits or premiums you had with your group health plan. You should compare the benefits and the premiums in a HIPAA plan with the benefits and premiums in a conversion plan.
3. You can buy a HIPAA plan from any health plan that sells individual health plans. California law limits how much a HIPAA plan can charge you for premiums.
4. You cannot be denied HIPAA coverage because of a pre-existing medical condition. There is no waiting period or limit on benefits for a pre-existing condition.
5. You cannot include your dependents on your HIPAA plan. However, they can buy HIPAA coverage on their own if they are eligible.

For more information, call 1-888-466-2219. Or visit [www.hmohelp.ca.gov](http://www.hmohelp.ca.gov).

**You are eligible for a HIPAA plan if:**

1. Your last health coverage was group coverage. (COBRA and Cal-COBRA are group coverage).
2. You had the group health coverage for the last 18 months, without a gap longer than 63 days.
3. You have used up all of the COBRA or Cal-COBRA that you were eligible for.

**You are not eligible for a HIPAA plan if:**

1. Your most recent health plan coverage ended because you did not pay your premiums.
2. Your health plan coverage ended because you committed fraud.
3. You already have health insurance.
4. You are eligible for Medicare, Medi-Cal, or a group health plan.

**How to apply for a HIPAA plan:**

1. You must apply for a HIPAA plan within 63 days after your previous health coverage ends.
2. For more information about HIPAA plans in California, go to the website of California's Department of Managed Health Care, at [www.dmhca.ca.gov](http://www.dmhca.ca.gov).

***Exclusion for Duplicate Coverage***

If you are also entitled to and receive Benefits under any of the programs listed below, SCFHP will not be liable for the portion of Benefits covered by those programs:

- Any other federal, state, county, or other political subdivision's government Benefits program;
- Reasonable costs of Services provided at a Veterans' Administration facility or at a Department of Defense facility, provided the person is not on active duty;
- Other medical coverage programs rendering Services free of charge or without expectation of payment.

***Third Party Liability***

If you are injured because of another person's (i.e., a "third party's") action or failure to act, SCFHP will provide Covered Services that you need as a result of that injury. SCFHP may then seek repayment from you or the third party, under the third party recovery provisions of this EOC.

By accepting Covered Services under this Evidence of Coverage, you agree to repay SCFHP for reasonable health care expenses that Healthy Workers pays for an injury if

you recover damages or settlement amounts for the injury. You agree to assign your right to those funds to SCFHP. SCFHP will be entitled to receive an amount that, at most, equals 100% of the reasonable health care expenses SCFHP incurred for you relating to the injury. The amount paid to SCFHP may not exceed the maximum amount permitted by law.

You will be expected to reimburse SCFHP for those Services as soon as you recover damages or settlement amounts, whether by legal action, or otherwise. If legal action was taken, the amount you pay may be reduced by the pro rata share of court costs and attorney fees.

You will be expected to execute any assignments, lien forms, or other legal documents that SCFHP requests to enable SCFHP to recover expenses.

If you fail to seek recovery for injuries that you receive, or if you fail to seek recovery for health care expenses, SCFHP reserves the right to bring a legal action to recover our health care expense from the third party or to intervene in your legal action. You will be expected to cooperate with SCFHP in any such action.

You will be required to provide SCFHP with a lien, in an amount that does not exceed the lesser of: (a) the reasonable costs of providing health care Services related to your injury, and (b) the amounts allowed by law. The lien may be filed with the third party whose act caused the injuries, his/her agent, or the court.

### ***Workers' Compensation***

If, pursuant to any Workers' Compensation or Employer's Liability Law or other legislation of similar purpose or import, a third party is responsible for all or part of the cost of health Services provided by SCFHP, then the Health Plan will provide the Benefits of this agreement only on condition that you agree to provide SCFHP with a lien to the extent of the reasonable value of the Services the Health Plan provides. The lien may be filed with the responsible third party, his or her agent, or the court. Reasonable value will be determined to be the usual, customary, or reasonable charge for Services in the geographic area where the Services are rendered.

By accepting coverage under the Healthy Workers Program, you agree to cooperate in protecting SCFHP's interests under this provision and to execute and to deliver to SCFHP or its nominee any and all assignments or other documents which may be necessary or proper to fully and completely effectuate and protect the rights of SCFHP or its nominee. You also agree to fully cooperate with SCFHP and not take any action that would prejudice the rights of SCFHP under this provision.

Payable Benefits will be reduced when Benefits are available to you under another plan or contract. In addition, the fact that you have double coverage will in no way reduce your obligation to make all required Co-payments under the coverage.

By enrolling in Healthy Workers, you agree to complete and submit to SCFHP such consents, releases, assignments, and any other document reasonably requested by SCFHP, in order to assure and obtain reimbursement and to coordinate coverage with other health plans, contracts, or insurance policies.

## Section 9

### Benefit Changes, Disenrollment, Termination and Cancellation

#### **Right of Santa Clara Family Health Plan to Change Benefits and Charges**

SCFHP reserves the right to change the Benefits and charges of the Healthy Workers Program as permitted under applicable law. Before SCFHP makes any change in your Healthy Workers Benefits or charges, your Employer will receive at least 30 days advance notice of the contract renewal effective date.

#### ***Disenrollment***

SCFHP may disenroll you from the Healthy Workers Program if:

- a) Your Employer's Group Service Agreement is cancelled or not renewed. This can happen when:
  - Your Employer fails to pay Premiums.
  - You or your Employer commits fraud or misrepresentation.
  - You or your Employer does not comply with eligibility and participation requirements of the Healthy Workers Program.
  - SCFHP stops providing health care Services for new plan contracts. (When this happens, SCFHP must give 180 days written notice to the Department of Managed Health Care and to your Employer and meet certain other requirements.)
  - SCFHP stops offering the Healthy Workers Program. (When this happens, SCFHP must give 90 days written notice to the Department of Managed Health Care and meet certain other requirements.)
  - Your Employer no longer maintains a business location in Santa Clara County.
- b) SCFHP finds that you or your Employer is no longer eligible during the annual eligibility review period.
- c) SCFHP determines that you are living outside of Santa Clara County. Disenrollment for this reason will be effective the last day of the month in which the determination is made.
- d) You reach the age of 65. Disenrollment for this reason shall be effective on the last day of the month in which you become 65.

- e) Your Employer does not pay the required Healthy Workers Member Monthly Premium by the 20<sup>th</sup> day of the month. Failure to timely remit all premiums due by the 20<sup>th</sup> day of the month will trigger the cancellation of coverage process, and give rise to all applicable remedies against Group for breach of this Group Services Agreement. This agreement shall be terminated if Premiums are not received within 15 days of receipt of the SCFHP's written notice of cancellation to the Group. All unpaid Healthy Workers Premiums must be received by SCFHP within fifteen (15) days of receipt of the notice of cancellation. If payment is not received within the fifteen (15) day period, no further notice shall be given, and coverage for all Members will be cancelled as of the last day of the month for which Healthy Workers Premiums have been received by SCFHP after expiration of the notice period. If all unpaid Healthy Workers Premiums are received by SCFHP within the fifteen (15) day notice of cancellation period, the Agreement shall reinstate as though it had never been cancelled. If payment received after fifteen (15) days of receipt of the notice of cancellation, SCFHP shall refund such payment within 20 business days or issue to the Group a new contract. In no event shall Members be responsible for payment prior to the expiration of the fifteen (15) day notice of cancellation period.
- f) You or your legal representative requests in writing to be disenrolled through your Employer. Disenrollment for this reason will be effective the last day of the month in which you or your legal representative requests disenrollment.
- g) You have intentionally made false statements to establish Program eligibility. SCFHP may disenroll you for this reason immediately upon written notice.
- h) You have obtained or attempted to obtain Services or Benefits through false, materially misleading, or fraudulent information, acts or omissions. SCFHP may disenroll you for this reason immediately upon written notice.
- i) Your Employer fails to provide the necessary information to be re-qualified at annual renewal.
- j) You are deceased. Disenrollment for this reason will be effective at the end of the month in which death occurred.
- k) SCFHP terminates the Program. Disenrollment for this reason will be effective no sooner than 90 days after SCFHP mails the termination notice to you.
- l) You have allowed someone other than yourself to use your Healthy Workers Member identification card to obtain Services and Benefits or otherwise permitted another person to fraudulently or deceptively use Healthy Workers Program Services or facilities. SCFHP may disenroll you for this reason immediately upon written notice.

m) SCFHP may terminate you:

- For repeated behavior that seriously impairs our ability to provide Services for you, or your Healthy Workers Program Provider's ability to provide Services to you or other patients. Disenrollment will be effective at 11:59 p.m. on the date the notice is mailed to you.
- If you behave in a way that is abusive, harassing and/or threatening to the safety of SCFHP employees, Provider employees, Providers, other Healthy Workers Members and/or other patients and as a result your continued enrollment seriously impairs our ability to arrange or provide medical care for you or for others who are members of our Plan. You may be disenrolled after one instance of abusive, harassing, and/or threatening behavior only if your conduct is egregious. Disenrollment will be effective at 11:59 p.m. on the date the notice is mailed to you.

If SCFHP disenrolls you from the Healthy Workers Program, SCFHP will notify you and your Employer in writing, sent by regular U.S. Mail, to the current address on file with SCFHP.

### *Individual's Right of Cancellation*

Healthy Workers Members may cancel at any time, with 31 days written notice to your Employer.

### *Notices Upon Cancellation*

Premium payment is due in advance for the following month's coverage. Premium payment for the following month must be received no later than the 20<sup>th</sup> of the current month to not be delinquent. If your Employer fails to pay the required Premiums by the 1<sup>st</sup> day of the 2<sup>nd</sup> month that the account is delinquent, SCFHP will cancel the Group Service Agreement and your coverage will end **as of the last day of the current month**. For example:

- 1<sup>st</sup> day of Month 1: SCFHP mails Invoice for Month 2 to Employer.
- 20<sup>th</sup> day of Month 1: Premium payment for Month 2 due to SCFHP no later than this day.
- 1<sup>st</sup> day of Month 2: If Premium payment for Month 2 is not received by this day, SCFHP will send a written past due notice to Employer. This notice begins the 30 day grace period.
- Last day of Month 2: If Premium payment for Month 2 has not been received by the last day of Month 2, SCFHP will cancel the Group Service Agreement

and coverage for all members of the group will terminate effective the last day of Month 2. SCFHP will send your Employer a final termination notice.

The Notice will provide your Employer with the following information:

- The agreement for coverage has been cancelled for non-payment of Premiums;
- The specific date and time when the coverage ended;
- An explanation of your options to purchase continuation coverage (including coverage effective as of the termination date so you can avoid a break in coverage) and
  - The deadline by which you must elect to purchase such continuation coverage, (which will be 63 days after the date SCFHP mails the Notice Confirming Termination of Coverage), if applicable;
  - How to obtain the forms necessary to purchase continuation coverage; and
  - Referral to the SCFHP website and the Department of Managed Health Care's website for additional information regarding rates and your rights to continuation coverage.

SCFHP will send you a "HIPAA" certificate which will state the date on which your coverage ended, the reason for the termination, and the number of months of "creditable coverage" that you have. For more information on conversion coverage and your rights to HIPAA coverage, please contact SCFHP Member Services.

### **Review by the Department of Managed Health Care**

The California Department of Managed Health Care is responsible for regulating SCFHP's enrollment and disenrollment decisions. A Healthy Workers Applicant or Member who alleges that an enrollment has been cancelled or not renewed because of the Applicant's or Member's health status or requirements for health care Services may request a review by the Department. The Department of Managed Health Care has a toll-free telephone number, 1-888-HMO-2219, to receive complaints regarding health plans. Individuals who are deaf or hard of hearing or who do not speak may use the department's TDD line 1-877-688-9891. The Department's Internet website (<http://www.hmohelp.ca.gov>) has complaint forms and instructions online.

## **Section 10**

### **How to Solve Problems**

#### ***Grievances***

The SCFHP Grievance process is one way to help you solve any problems you have with your Healthy Workers health care. If you have a complaint about your health care, we encourage you to talk with your Doctor. If the Doctor cannot provide you with the answers you need, call SCFHP Member Services. We will do our best to solve the problem right away. If needed, we will look into the problem and then call you back.

You have the right to file a grievance with SCFHP or with your Doctor any time within 180 days after the problem happened. The law strictly forbids any discrimination or retaliation against you because you have filed a grievance.

Examples of grievances are:

- You are not satisfied with SCFHP's or a Provider's Services.
- You believe there was a problem with your medical care, or you did not get the Services needed.

#### ***Grievance Process***

You may file a grievance by:

- Calling SCFHP Member Services, or coming into our office; or
- Writing to the SCFHP Grievance Manager at SCFHP, 210 East Hacienda Avenue, Campbell, CA 95008; or
- Filing your grievance through SCFHP's internet website, <http://www.scfhp.com>.

If your grievance does not require an expedited review, or if your grievance has not been resolved by the close of the business day following the Plan's receipt of your grievance, then within 5 calendar days of receiving your grievance, SCFHP will send you a letter telling you that we received your grievance. Our letter will advise you of the date that we received your grievance, and will provide you with the name, phone number, and address of the SCFHP representative who you may contact about your grievance.

The acknowledgement letter will also tell you when SCFHP's Grievance Committee will meet to discuss your grievance. You have the right to attend the Grievance Committee meeting to present or discuss your grievance, or simply to listen to the Committee's discussion.

Within 30 calendar days of receiving your grievance, SCFHP must resolve the grievance, including all appeals, and send you a clear and concise response and resolution.

If you file a grievance because SCFHP delayed, modified, or denied Services because SCFHP determined that the Services were not Medically Necessary, SCFHP's written response will include:

- The reasons for the determination.
- The criteria, clinical guidelines, or medical policies used in reaching the determination.
- Information about your right to ask for an Independent Medical Review (IMR) through the Department of Managed Health Care's Independent Medical Review system
- Information on how to contact the Department of Managed Health Care if you want them to help you.

If you file a grievance because SCFHP determined that a Service you requested is not a covered benefit, SCFHP's written response will:

- Specify the provision in the contract, Evidence of Coverage or Healthy Workers Member handbook that excludes the Service
- Either identify the document and page where the provision is found or direct you to the applicable section of the contract containing the provision, or
- Provide you with a copy of the provision and explain in clear concise language how the exclusion applied to the specific health care Service or benefit you requested
- Include a notice that if you believe that the decision was denied because it was not Medically Necessary, you should contact the Department of Managed Health Care to determine whether the decision is eligible for an independent medical review.

If you do not agree with SCFHP's decision about your grievance, you can file an appeal in writing with the SCFHP Grievance Committee.

### ***Grievances Requiring Expedited Review***

You or your Healthy Workers Program Doctor may ask SCFHP for a faster ("expedited") decision about your grievance. You can ask for an "Expedited Review" by coming to our office; you may also call or write SCFHP. SCFHP will let you know within 72 hours (orally or in writing) if we, or your Doctor finds that waiting 30 calendar days for a grievance decision:

- Could seriously harm your life, health, or ability to function, or
- Would (in the opinion of a Qualified Doctor who knows your medical condition) subject you to severe pain that cannot be managed with the Services you are requesting.

SCFHP will also make a faster decision if the request is to continue a course of treatment that is ending.

If the Plan's Medical Director determines that your case qualifies for an expedited review and if you decide to file a grievance with SCFHP, and you ask for an expedited review, then:

- We will immediately notify you in writing that you have the right to notify DMHC of a grievance involving an Imminent and Serious Threat to Health, and
- SCFHP will respond to you and DMHC with a written statement on the status of the grievance no later than 3 calendar days from receipt of the grievance.

You are not required to file a grievance with us before asking the Department of Managed Health Care to review your case on an expedited review basis.

### ***Independent Medical Review of Grievances Involving Disputed Health Care Service***

You (or your legal representative) may ask for an Independent Medical Review (IMR) from the Department of Managed Health Care (DMHC). DMHC determines which cases qualify for this review. The review does not cost you anything.

You may qualify for this review if your Grievance has been denied or it is not resolved after 30 days. You may also qualify for an IMR within 3 days if your Grievance meets the criteria for "expedited" review.

One of the following also must be true:

- The Services have been denied, modified, or delayed because they were not Medically Necessary;
- The Services are for a Life-Threatening or Seriously Debilitating condition and have been denied as Experimental or Investigational. This means either:
  - Your Doctor states that standard therapies have not worked or would not be medically appropriate.
  - SCFHP does not cover a better standard therapy than the one you or your Doctor propose.

If your Doctor has requested a medical Service or supply that SCFHP has denied as Experimental or Investigational, you must also submit to DMHC a written statement from the Doctor that states that the Service or supply is needed for your treatment because:

- Standard therapies have not worked for you; or
- Standard therapies are not appropriate for you for clinical reasons; or

- The Service or supply requested is more likely to help than any available standard therapies.

DMHC has the final authority to determine whether the grievance is eligible for IMR.

The IMR process is in addition to any other procedures or remedies that may be available to you. You have the right to provide information in support of your request for IMR. A decision not to participate in the IMR process may cause you to give up any statutory right to pursue legal action against SCFHP regarding the Disputed Health Care Service.

If your case is eligible for IMR, DMHC will request that SCFHP send your case to their medical reviewer. When the medical reviewer has made a decision, DMHC will send you a copy of the decision. If the IMR determines the Service is Medically Necessary, SCFHP will arrange for the Service to be provided.

For non-urgent cases, DMHC must send you its decision within 30 days of receipt of your application and supporting documents. The IMR organization must provide its determination within 3 business days for urgent cases. Urgent cases involve Imminent and Serious Threat, which includes, but is not limited to, severe pain, potential loss of life, limb or major bodily function, or the immediate and serious deterioration of health.

For more information regarding the IMR process, or to request an application form, please call our Member Services.

### ***Review by the Department of Managed Health Care***

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 **1-877-680-8811** (TTY/TDD: **1-800-735-2929**) and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for 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 (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The department's

Internet Web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.

### ***Arbitration***

After exhaustion of SCFHP's grievance process, you have the option of taking coverage issues through arbitration. Arbitration means that your problem will be settled by a neutral third party who hears both sides of the issue and comes to a decision. The arbitration process will be carried out in accordance with JAMS arbitration procedures.

By enrolling in SCFHP, you agree to submit any and all claims relating to any alleged violation of the SCFHP contract to neutral binding arbitration. Arbitration is not required for claims of medical malpractice. Arbitration also applies to any legal claim, civil action or other dispute relating to this contract between you or your group sponsor and SCFHP. Except for Small Claims Court cases, this means that both you and SCFHP and are agreeing to give up rights to a jury or court trial.

Arbitration costs will be shared equally by you and SCFHP, unless you are unable to pay your share of the costs of the neutral arbitrator's fees. Arbitration proceedings will be conducted according to Commercial Rules. Information required for an arbitration demand may be obtained by writing or calling Member Services.

### ***Voluntary Mediation***

You may request the use of voluntary mediation to resolve an issue prior to filing your grievance with the Department of Managed Health Care. You do not need to participate in the voluntary mediation process for longer than 30 days before submitting a complaint to the Department of Managed Health Care. To use the voluntary mediation process you should submit your request in writing to: SCFHP, Member Services Department, 210 East Hacienda Avenue, Campbell, CA 95008.

You and SCFHP must both agree to use the voluntary mediation process. You and SCFHP will equally share the cost of the voluntary mediation process.

## **Section 11**

### **Other Provisions**

#### ***Public Participation***

SCFHP is a licensed and publicly operated health plan. That means:

Meetings of the SCFHP Governing Board are open to the public. We welcome you to these meetings.

You can join one of our Consumer Advisory Committees. The Committees advise the Plan about programs and Services and advise our Governing Board on policy decisions.

To find out who is on the SCFHP Consumer Advisory committees or Governing Board or to join a Consumer Advisory Committee, contact us by calling Member Services.

#### ***Advance Health Care Directives***

The California Health Care Decision Law offers ways for you to control the kind of health care you will receive in the event of severe illness or unconsciousness. You may decide before becoming ill or losing consciousness what treatment you wish to receive, should it become necessary.

For additional information about advance health care directives, including how to obtain forms and instructions, call Member Services.

#### ***Organ Donation***

Organ donation is when a person gives an organ to help other people get new, needed organs. A person can donate some organs, like a kidney or bone marrow, for example, while they are living. Other organs, such as a liver or heart, are donated after death.

By agreeing to be an organ donor, a person can potentially save the lives of others. The technology to transplant organs has become so advanced that more patients can now benefit from transplants.

#### ***How Can Someone Become an Organ Donor?***

How one becomes an organ donor depends on the type of donation being made. If, for example, you would like to donate bone marrow, you can be tested for bone marrow type and get your name in a bone marrow donation bank. If you wish to donate organs or tissue (such as your skin or blood) upon your death, you should make your wishes known while you are living. One of the easiest ways to do that is to have "organ donor" marked on your driver's license. Just contact your local Department of Motor Vehicles.

Your family can also decide whether or not to donate your organs upon your death, so it is important to let them know your wishes.

### ***Independent Contractors***

Healthy Workers Program Providers are neither agents nor employees of SCFHP but are independent contractors. SCFHP regularly credentials the Physicians and other health care professionals who provide Services to Healthy Workers Members. However, in no instance shall SCFHP be liable for negligence or wrongful acts or omissions of any person who provides Services to Members, including any Physician, Hospital, or other provider or their employees.

### ***Plan Payments to Providers***

In general, providers are paid in one of three ways:

- Capitation, in which the provider gets paid a fixed amount per Member per month. This amount may be adjusted based on the Member's age and gender.
- Fee-for-service, in which the provider gets paid for each Service provided to a Member. The fee is based on a predetermined rate schedule.
- Per Diem, in which institutions such as Hospitals are paid on an agreed upon amount per day of Service to Members.

There are no financial penalties designed to limit care.

For more information on how SCFHP pays its providers, call Member Services or call your Healthy Workers Program Provider.

### ***Utilization Review***

Utilization review is the process used to either Authorize or deny coverage of health care Services, based on the Benefits provided through Healthy Workers. This review is conducted by SCFHP. SCFHP reviews the requests to provide Services, which come from health care providers, such as your PCP or Healthy Workers Program Specialist. SCFHP's review is based on clinical protocols, in-house practice guidelines, and standards of care set forth by nationally recognized and published criteria.

If you would like more information about this process, call Member Services. You may also request information on the specific criteria used to review or deny a specific Service.

### ***Confidentiality of Medical Records***

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

### ***Notice of Privacy Practices***

SCFHP is required by law to tell you about how we protect your health care information and under what conditions we may give the information to others.

If you would like to receive a copy of SCFHP's Notice of Privacy Practices, please call SCFHP Member Services. You may also request a Notice of Privacy Practices by writing to us at: SCFHP, Member Services Department, 210 East Hacienda Avenue, Campbell, CA 95008.

### ***Notice of Information Practices***

The Insurance Information and Privacy Protection Act provides that SCFHP may collect personal information from persons other than the individual or individuals applying for insurance coverage. SCFHP will not disclose any personal or privileged information about an individual that it may have collected or received in connection with an insurance transaction unless the disclosure is with the written Authorization of the individual or individuals.

### ***Governing Law***

SCFHP is subject to the requirements of the California Knox-Keene Act, Chapter 2.2 of Division 2 of the California Health and Safety Code, and the regulations set forth at Division 1 of Title 28 of the California Code of Regulations, and to Division 113 of the Health and Safety Code. Any provision required to be in this benefit program by either the Knox-Keene Act or the regulations, or by Division 113, is binding on SCFHP even if it is not included in this Evidence of Coverage or the Healthy Workers Program Agreement.

### ***Natural Disasters, Interruptions, and Other Limitations***

SCFHP will not be legally responsible if it or its Providers are not able to give Services to Healthy Workers Members because of things that are beyond our control. Examples of things beyond our control are:

- Natural disasters (floods, earthquakes, etc.)
- War or riot
- A labor dispute involving SCFHP or any other health care provider

- Civil insurrection
- An epidemic

SCFHP will try its best to provide Services to Members even in these circumstances. Members should go to the nearest emergency room if care is needed.

### ***Nondiscrimination Provisions***

Section 506 of the Rehabilitation Act of 1973 states that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the Benefits of, or otherwise be subjected to discrimination under any program or activity which receives or Benefits from federal financial assistance. The Americans with Disabilities Act of 1990 prohibits recipients of any federal funding from discriminating on the basis of disability. The Act protects Applicants and enrollees with disabilities in receiving Services and requires reasonable accommodation to Applicants and enrollees on the part of the program.

California Government Code Section 11135 prohibits discrimination in a program or activity funded directly by the state or that receives financial assistance from the state on the basis of ethnic group identification, religion, age, sex, color or disability.

California Government Code Section 11136 requires state agencies, as described above, to notify a contractor whom they have reasonable cause to believe has violated the provisions of Section 11135 or any regulation adopted to implement such section.

SCFHP will not refuse to cover, or refuse to continue to cover, or limit the amount, extent or kind of coverage available to an individual, or charge a different rate for the same coverage solely because of a physical or mental impairment, except where the refusal, limitation or rate differential is based on sound actuarial principles applied to actual experience, or, if insufficient actual experience is available, then based on sound underwriting practices.

## Section 12 Definitions

**Acute**—A condition of limited duration that is the result of a change in health status or a sudden onset of an illness, injury, or condition, which requires prompt medical attention.

**Applicant**—An Eligible Employee who is applying for Healthy Workers Program coverage through their Employer.

**Appropriately Qualified Health Professional**—For the purposes of determining who may render a Second Opinion, the term "Appropriately Qualified Health Professional" means a primary care Physician or Specialist who possesses a clinical background, including training and expertise, related to the particular illness, disease, condition, or conditions associated with the request for a Second Opinion.

**Authorization**—The requirement that your Healthy Workers Program PCP or Provider Group and, in some cases, SCFHP, approve Services before such Services are actually provided. (See also Referral.)

**Autologous Blood Donation**—The act of donating your own blood for storage and future use for a planned surgery that may require a blood transfusion.

**Benefit Year**—The twelve (12) month period beginning at 12:01 a.m. on January 1 and ending at 12:01 a.m. January 1 of the following year.

**Benefits (Covered Services)**—Those Services, supplies, and drugs that a Member is entitled to receive pursuant to the terms of this Agreement. A Service is not a Benefit, even if described as a Covered Service or Benefit in this booklet, if it is not Medically Necessary or if it is not provided by a Healthy Workers Program Provider with Authorization as required.

**Calendar Year Co-payment Maximum**—The maximum cumulative dollar amount that a Healthy Workers Member will be required to pay each calendar year (January 1 through December 31) in Co-Payments. Co-payment Maximums do not include amounts paid for Healthy Workers premiums.

**Co-payment**—Fees payable to a health care provider by the Member for provision of Covered Services, which are payable in addition to Premiums. See Section 5 for applicable Co-payments.

**Coverage Decision**—The approval or denial of health care Services by SCFHP, or by one of the Healthy Workers Program's contracting professionals or entities, 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 Healthy Workers

Program contract. A Coverage Decision does not encompass a Plan or contracting provider decision regarding a Disputed Health Care Service.

**Custodial Care**—Care that does not require the regular Services of trained medical or health professionals and that is designed primarily to assist in the activities of daily living.

**Directory of Doctors, Clinics and Health Care Services (Healthy Workers)**—A booklet which lists the names, addresses, telephone numbers and other useful information about Healthy Workers Program Providers.

**Disputed Health Care Service**—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 providers, in whole or in part due 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.

**Doctor**—An individual licensed and authorized to engage in the practice of medicine or osteopathic medicine. See also Physician.

**Durable Medical Equipment**—Medical equipment appropriate for use in the home which:

- Is intended for repeated use
- Is generally not useful to a person in the absence of illness or injury
- Primarily serves a medical purpose

**Eligible Employee** — Is an adult age nineteen (19) to sixty-four (64) years, who is a permanent employee of a Small Business, purchasing Healthy Workers coverage through the Small Business, who is employed on a permanent basis at the Small Business' regular places of business, with a normal workweek of at least twenty (20) hours; with a gross annual income that is less than three hundred fifty percent (350%) of the federal poverty level for a family size of one; and who meets any applicable waiting period and additional requirements of the Small Business for eligibility in the Healthy Workers Program. (Dependents are not eligible for the Healthy Workers Program.)

**Emergency Medical Condition**—A medical or psychiatric condition, including active labor, manifesting itself by Acute symptoms of sufficient severity (including severe pain) such that a reasonable layperson could expect that without immediate medical attention any of the following could result:

- Serious jeopardy to the patient's health
- Serious impairment to bodily functions

- Serious dysfunction of any bodily organ or part

**Emergency Health Care Services**—Are medical or psychiatric care needed for a serious medical or psychiatric condition, illness, active labor, or injury with such severe symptoms that absence of the immediate medical attention can reasonably be expected by a prudent layperson to result in any of the following: serious jeopardy to the patient's health; serious impairment to bodily functions; or serious dysfunction of any bodily organ or part.

Emergency Health Care Services include ambulance transportation ("911 Services") in connection with a Life-Threatening Emergency Medical Condition to the first Hospital which accepts the Member for Emergency Services and Care. Coverage for transportation by airplane, passenger car, taxi, or other form of public conveyance is excluded under this definition.

**Employer**—An Employer is a person, firm, for-profit or nonprofit corporation, or partnership, actively engaged in business in Santa Clara County, California, that, (a) on at least fifty percent (50%) of its working days during the preceding calendar quarter or calendar year employed at least two (2) but not more than fifty (50) employees, thirty-five percent (35%) of whom earn less than three hundred fifty percent (350%) of the federal poverty level for a family size of one; (b) that has not offered health care coverage to its employees for a minimum of twelve (12) consecutive months, provided that the provision of any such prior coverage required the Employer to contribute at least fifty percent (50%) of the total amount of the Premium from that coverage; (c) at least fifty percent (50%) of its employees are Eligible Employees and fifty percent (50%) of such Eligible Employees choose to receive coverage through Healthy Workers; (3) was not formed primarily for purposes of buying health care service plan coverage; and (d) where a true Employer-employee relationship exists.

**Exclusion**—Any medical, surgical, Hospital, or other treatment for which Healthy Workers offers no coverage.

**Experimental or Investigational**—Any medical treatment, therapy, procedure, equipment, device or supply (collectively "Service") that, as determined by SCFHP in accordance with professionally recognized standards, does not meet all of the following criteria for treatment of the particular illness or injury:

- The Service is generally accepted in the appropriate medical community as standard, safe, and effective;
- The Service can be obtained outside of a research protocol program or is the standard, conventional Service that is used in a research protocol program as the benchmark from which to measure other Services; and

- Based on reports and articles published in authoritative peer reviewed medical literature, the Service is at least as effective as standard, non-Experimental and non-Investigational Services.

A drug is not excluded under this section on the basis that the drug is prescribed for a use that is different from the use for which the drug has been approved for marketing by the Federal Food and Drug Administration, provided that each of the conditions set forth in section 1367.21 of the California Health and Safety Code are met.

**Group Service Agreement**—The contract between SCFHP and the Small Business Employer.

**Healthy Workers Member (Member)**—A person enrolled in SCFHP’s Healthy Workers Program.

**Healthy Workers Member Monthly Premium (Member Monthly Premium, Monthly Premium, Premium)**—The monthly cost to the Member, collected by the Employer, to enroll in and participate in the Healthy Workers Program.

**Healthy Workers Program Drug Formulary (Healthy Workers Program Formulary, Formulary)**—A list of brand-name and generic drugs approved for coverage through Healthy Workers based upon the recommendations by Physicians, and other appropriate providers and current medical standards of practice, and designed to meet Members’ prescription drug needs. Certain drugs may require Prior Authorization.

**Healthy Workers Program Physician (Program Physician)**—A licensed Doctor of medicine or osteopathy practicing within the scope of his or her license who, at the time care is rendered to a Member, has a written contract in effect with SCFHP to furnish care to Healthy Workers Members.

**Healthy Workers Program Provider (Program Provider)**—A Physician, Hospital, Skilled Nursing Facility or other licensed health professional, licensed facility or licensed home health agency who, or which, at the time care is rendered to a Member, has a contract in effect with SCFHP to provide care to Healthy Workers Members. All Healthy Workers Program Providers are independent contractors to SCFHP.

**Healthy Workers Program Specialist (Program Specialist)**—A Program Physician who provides certain specialty medical care to a Member upon Referral from a Primary Care Provider.

**Healthy Workers Hospital Program**—A program operated by the Santa Clara Valley Health and Hospital System’s Ability to Pay Determination Program (“APD Program”), into which Healthy Workers Members will be enrolled to receive their inpatient hospital Services, outpatient surgeries and emergency medical Services resulting in an inpatient admission. Healthy Workers Members will receive these Services, at no charge to the

member (except for any copayments) in accordance with the applicable rules and standards of the APD Program.

**Healthy Workers Program**—The program for Eligible Employees, as defined in this Evidence of Coverage.

**Hospice Care**—Care provided by a licensed public agency or private organization that is primarily engaged in providing pain relief, symptom management and supportive Services to terminally ill people and their families.

**Hospital**—An Acute care institution that is licensed under all applicable state and local laws and regulations to provide under the supervision of Physicians, diagnostic and therapeutic Services for the medical diagnosis, treatment and care of the injured, disabled or sick persons in need of Acute Inpatient medical and psychiatric care. A Hospital must be registered with the American Hospital Association and accredited by the Joint Commission on Accreditation of Healthcare Organizations.

**Imminent and Serious Threat (to Health)**—Includes, but is not limited to, severe pain, potential loss of life, or limb, or major bodily function.

**Inpatient**—An individual who has been admitted to a Hospital as a registered Inpatient and is receiving Services under the direction of a Physician.

**Life-Threatening**—Either or both of the following: (a) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted, or (b) diseases or conditions with potentially fatal outcomes, where the endpoint of the clinical intervention is survival.

**Limitation**—Any provision other than a Reduction which restricts coverage under the Healthy Workers Program.

**Medically Necessary, Medical Necessity**—Reasonable and necessary medical, surgical, psychiatric, hospital or other treatment or supplies that a Member requires for treatment or diagnosis of a condition, disease, illness, bodily injury, or mental disorder, as determined or verified by one or more Program Providers. A Service will be considered reasonable and necessary if it:

- Is in accordance with professionally recognized medical practice standards in effect at the time of treatment and in conformity with the professional and technical standards adopted by the Quality Assurance and Utilization Review Committee(s) of SCFHP or its delegated physician network;
- Is the most appropriate level of care or supply that can safely be provided and is consistent with the symptoms and diagnosis, and with the type, level, treatment setting and/or length of Service or supply needed to provide adequate care and treatment; and,

- Is not mainly for the convenience of the Member, the Member's family, the Member's physician or another provider.

**Non-Participating**—Not under contract with Santa Clara Family Health Plan to provide health care Services to Healthy Workers Members.

**Orthotic**—An orthopedic appliance or apparatus used to support, align, prevent or correct deformities or to improve the function of movable body parts.

**Outpatient**—An individual, who requires medical treatment or attention, but is not confined as a bed patient. Also refers to Services, medical in nature, rendered in a Physician's office, in an appropriate licensed facility and in that part of a Hospital designed for accommodating ambulatory or emergency patients.

**Patient Protection and Affordable Care Act of March 23, 2010 (federal health care reform)**— The Act contains numerous provisions affecting Medicare payments, payment rules, covered benefits, and the delivery of care.

**Provider Group**—A group of Physicians practicing in association with each other who have entered into a written agreement with SCFHP to provide Covered Services to those individuals who have selected a Primary Care Physician who is a member of the Provider Group.

**Physician**—An individual licensed and authorized to engage in the practice of medicine or osteopathic medicine. Also see "Doctor."

**Premium**—The costs owed to SCFHP for providing health care coverage to a Member for one year. Premiums include both a Group Premium and a Member Premium.

**Primary Care Provider (PCP)**—A licensed Doctor of medicine or clinic that has the primary responsibility for providing initial and primary health care Services to Members, initiating Referral for Specialist care, authorizing and coordinating the provisions of Covered Services in accordance with the Healthy Workers Program Agreement, and is listed in the current Directory of Doctors, Clinics and Health Care Services issued by SCFHP. Primary Care Providers are general practitioners, family practitioners, internists, and obstetricians/gynecologists or clinics employing such Doctors. Nurse practitioners and Physician assistants, supervised by Healthy Workers Program PCPs, are available to Healthy Workers Members seeking primary care.

**Prosthesis (Prosthetic)**—An artificial part, appliance or device used to replace a missing part of the body.

**Qualifying Event**—Certain events that would cause an individual to lose health coverage. The type of qualifying event will determine the amount of time that a plan must offer the health coverage to the individual under COBRA.

**Referral**—A SCFHP-approved form written by a Healthy Workers Program Primary Care Provider by which a Member is referred to a Healthy Workers Program Specialist or other Healthy Workers Program Provider for evaluation, consultation, treatment or decision, or for the procurement of Services identified in this Evidence of Coverage as being available only upon written Referral by the Member's Healthy Workers Program Primary Care Provider.

**Second Opinion**—A consultation with an Appropriately Qualified Health Professional to evaluate the diagnosis and/or treatment plan recommended by the health professional who gave the initial opinion.

**Seriously Debilitating**—Diseases or conditions that cause major irreversible morbidity.

**Service Area**—The geographic area served by SCFHP, Santa Clara County.

**Services**—Includes Medically Necessary health care Services and Medically Necessary supplies furnished incident to those Services.

**Severe Mental Illness**—Includes, but is not limited to, the following: Schizophrenia; Schizoaffective disorder; Bipolar disorder (manic depressive illness); Major depressive disorder; Panic disorder; Obsessive-compulsive disorder; Pervasive developmental disorder or autism; Anorexia nervosa; Bulimia nervosa.

**Skilled Nursing Facility**—A facility licensed by the California State Department of Health as a "Skilled Nursing Facility." A Skilled Nursing Facility may be a licensed distinct-part Skilled Nursing Facility portion of a Hospital. Skilled Nursing Care refers to care that can be performed by or under the supervision of licensed nursing personnel. Skilled rehabilitation Services may include physical therapy performed by or under the supervision of a professional therapist.

**Terminal Illness**— A medical condition resulting in a prognosis of life of one year or less, if the disease follows its natural course.

**Urgent Care Services**— Services that cannot wait until you are able to see your Primary Care Provider because a delay in obtaining the Services might cause a serious deterioration of your health. For example, you may need Urgent Care Services because of an unforeseen illness, injury, or complication of an existing condition, including pregnancy. Urgent Care Services include maternity Services necessary to prevent serious deterioration of the health of the mother or the unborn baby, based on a reasonable belief that the mother has a pregnancy-related condition for which treatment cannot be delayed.