

**EXHIBIT A**

**SCHEDULE OF BENEFITS**

**Acupuncture Standard Benefit**

Your Employer Group has contracted with Landmark Healthplan of California, Inc. (Landmark) to provide you with an acupuncture benefit that requires the use of Participating Acupuncturists. You can obtain a directory of Participating Acupuncturists through your employer, plan administrator, or Landmark, or you can access a continuously updated directory on Landmark’s Web site at [www.LHP-CA.com](http://www.LHP-CA.com) under the “Member” option. You may also call Landmark’s Customer Service Department at **1-800-298-4875** for referrals to Participating Practitioners in your area.

**FREE LANGUAGE ASSISTANCE IS AVAILABLE**

If you need help in understanding your Landmark acupuncture benefits or need help to handle an issue about your benefits, please contact Landmark’s Customer Service Department at 1-800- 298-4875 between 5:30 AM and 5 PM, Monday through Friday, for free help. We can also help you in languages other than English.

If you or your dependents would like Landmark and your doctor to use a specific language when speaking or writing to you, please go to <https://www.LHP-CA.com/Survey.aspx> on the Internet and complete Landmark’s brief language preference survey. The survey only takes about 3 minutes to complete and your answers will be strictly confidential. If you prefer to complete a paper copy of this survey, you may request one by writing to us at:

Landmark Healthplan of California, Inc.  
 Attn: QM Dept. - SURVEY  
 P.O. Box 130028  
 Sacramento, CA 95853

<b>Benefits and Co-payments</b>	
Office Visit	[\$5, \$7, \$10, \$15, or \$20] co-payment
Maximum Annual Visits	[20, 24, 30, 36, or 40] visits
Emergency Care*	Same co-payment as office visit
Acupuncture Herbal Therapies**	\$5 co-payment per bottle / [\$500, \$750, or \$1,000] annual maximum benefit

\*Services provided by Non-Participating Practitioners are covered for Emergency Services only.

\*\*Herbal therapies must be prescribed by a Participating Acupuncturist.

**A. Covered Services**

**1. Acupuncture Treatment of Injury or Illness**

Covered Acupuncture Services are those within the scope of acupuncture care that are pre-authorized by Landmark, and are supportive and Medically Necessary for the treatment of neuromusculoskeletal pain resulting from an injury or illness, or for the treatment of uncomplicated asthma (that which is not effected by another condition or disease), allergies, post-operative or chemotherapy nausea and vomiting, nausea of pregnancy, post-operative (including dental) pain, fibromyalgia, headaches and low-back pain. Services include the following:

- Acupuncture
- Electro-acupuncture

- Moxibustion
- Cupping
- Acupressure, only when acupuncture is contraindicated

**2. Acupuncture Herbal Therapies**

Herbal therapies are for oral ingestion or external application of naturally occurring botanical, animal, or mineral substances, to support normal structure and function of the human body according to the principles of traditional Oriental Medicine. These therapies are covered up to the annual maximum benefit amount when they are Medically Necessary, are prescribed by a Participating Acupuncturist, are pre-authorized by Landmark, and do not include substances banned by the Food and Drug Administration and/or the Food

and Drug Branch of the California Department of Health Services.

### **3. Initial Visit**

Pre-authorization is not required for a Member's initial visit, which consists of an examination by the Participating Acupuncturist and may be followed by treatment. However, any subsequent treatments and/or services require pre-authorization to be obtained from Landmark by the Participating Acupuncturist.

### **4. Emergency Services**

Emergency Services are covered for the sudden and unexpected onset of an acute illness, extreme neuromusculoskeletal pain or accidental injury to the nervous, musculoskeletal and/or skeletal body systems, that, in the reasonable judgment of the Member, requires immediate care, the delay of which could decrease the likelihood of maximum recovery, and for which the Member seeks to secure acupuncture services immediately after the onset, or as soon thereafter as practicable. Emergency Services do not require pre-authorization; however, they are subject to Landmark's determination that the Member would reasonably have considered that Emergency Services were required, and that services provided were Medically Necessary and appropriate.

Emergency Services rendered by a Non-Participating Acupuncturist are covered only when the acupuncturist rendering services can show that the services were for a neuromusculoskeletal condition and/or illness and were provided to reduce the severity of the condition including pain until a Participating Acupuncturist could safely assume treatment. Similarly, Emergency Services received outside of Landmark's Service Area will be covered only when the Non-Participating Acupuncturist rendering services can show that the services were for a neuromusculoskeletal condition and/or illness and were provided to reduce the severity of the condition including pain until a Participating Acupuncturist could safely assume treatment. Under the Landmark Plan, emergency care must be transferred to a Participating Acupuncturist as soon as such transfer would not create an unreasonable risk to the Member's health.

## **B. Second Opinions and Referrals**

### **1. Second opinions**

On occasion, a Participating Acupuncturist may require a second opinion, which is for consultation only, from another acupuncturist. Landmark does not require an authorization for any second opinion. Second opinions initiated by your Participating Acupuncturist will not count against your maximum annual visits and will not require a Member office visit co-payment. Second opinions initiated by Members will

count against the maximum annual visits and will require a Member office visit co-payment.

### **2. Referrals to non-acupuncture practitioners**

For referrals to non-acupuncture practitioners, Members or enrollees of full-service plans or HMOs will be referred to the plan or HMO practitioner network for non-neuromusculoskeletal conditions, conditions not improving with acupuncture care, and other such services that cannot be provided by another Participating Acupuncturist.

## **C. Limitations and Exclusions<sup>1</sup>**

### ***Circumstances Causing Services to be Excluded or Limited***

1. Services provided by a Non-Participating Acupuncturist, except for emergencies, or as authorized by Landmark
2. Services provided outside of Landmark's Service Area, except for emergencies
3. Services that are not pre-authorized, except for initial visits or emergencies
4. Services incurred prior to the beginning or after the end of coverage
5. Services that exceed the maximum covered visits for the benefit year
6. Charges incurred for missed appointments
7. Educational programs
8. Pre-employment, school entrance, or athletic physical exams
9. Services for conditions arising out of employment, including self-employment or covered under any workers' compensation act or law
10. Services for any bodily injury arising from or sustained in an automobile accident that is covered under an automobile insurance policy
11. Charges for which the Member is not legally required to pay
12. Services rendered by a person who ordinarily resides in the Member's home or who is related to the Member by marriage or blood.

### ***Specific Services that are Excluded or Limited***

1. Services for preventive, maintenance, or wellness care
2. Drugs, vitamins, nutritional supplements, or herbs, except as specified in the Schedule of Benefits
3. Experimental or investigational services
4. Services not Medically Necessary as determined by Landmark
5. Vocational, stroke, or long-term rehabilitation

*<sup>1</sup>If your employer has purchased a Supplemental Rider, certain of the exclusions and limitations listed here may not apply to the additional services covered under the Supplemental Rider.*

6. Hypnotherapy, behavior training, sleep therapy, or biofeedback
7. Rental or purchase of Durable Medical Equipment (DME)
8. Treatment primarily for purposes of weight control
9. Lab services
10. Thermography, hair analysis, heavy metal screening, or mineral studies
11. Transportation costs, including ambulance charges
12. Inpatient services
13. Massage or soft-tissue techniques
14. Advanced diagnostic services, such as MRI, CT, EMG, SEMG, and NCV
15. X-rays of any kind
16. Services related to menstrual cramps
17. Services related to addiction, including smoking Cessation