

EXHIBIT A

# SCHEDULE OF BENEFITS

## Chiropractic/Acupuncture Standard Benefit

Your Employer Group has contracted with Landmark Healthplan of California, Inc. (Landmark) to provide you with a combined chiropractic and acupuncture benefit that requires the use of Participating Chiropractors and Acupuncturists. You can obtain a directory of Participating Chiropractors and 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 chiropractic or 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

| Benefits and Co-payments    |                                 |
|-----------------------------|---------------------------------|
| Office Visit                | \$20 co-payment                 |
| Maximum Annual Visits       | 20 visits                       |
| Emergency Care*             | Same co-payment as office visit |
| Durable Medical Equipment** | \$50 annual maximum benefit     |

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

\*\*Durable Medical Equipment must be prescribed by a Participating Chiropractor.

### A. Covered Services

#### 1. Chiropractic Treatment of Injury or Illness

Covered Chiropractic Services are those within the scope of chiropractic care that are supportive or necessary to help Members achieve the physical state enjoyed before an injury or illness, and that are determined by Landmark to be Medically Necessary, are pre-authorized by Landmark, and are generally furnished for the diagnosis and/or treatment of a neuromusculoskeletal condition associated with an injury or illness, including the following:

- Examinations
- Manipulation
- Conjunctive Physiotherapy
- X-rays
- Emergency Services

#### 2. 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

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

DME is covered up to the annual maximum benefit amount when it is Medically Necessary, is prescribed by a Participating Chiropractor, is pre-authorized by Landmark, and is not prescribed solely for the comfort or convenience of the patient.

*Covered DME includes:* crutches or canes; cervical collar (hard and soft); cervical pillow; cervical traction unit; hot/cold packs; electric hot pads (dry and moist); exercise tubing and gym balls; lumbar roll or cushion; lumbar supports and belts; orthotics, wedges or lifts (full sole and heel); rib belts; supports, splints, slings and braces for wrists, elbows, shoulders, ankles, knees, hips, fingers and thumbs; and trochanter belts.

### **4. Initial Visit**

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

### **5. 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 chiropractic or 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 Practitioner are covered only when the practitioner 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 Practitioner could safely assume treatment. Similarly, Emergency Services received outside of Landmark's Service Area will be covered only when the Non-Participating Practitioner 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 Practitioner could safely assume treatment. Under the Landmark Plan, emergency care must be transferred to a Participating Practitioner 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 Practitioner may require a second opinion, which is for consultation only, from another practitioner. Landmark does not require an authorization for any second opinion. Second opinions initiated by your Participating Practitioner 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-chiropractic and/or non-acupuncture practitioners**

For referrals to non-chiropractic and/or 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 chiropractic and/or acupuncture care, and other such services that cannot be provided by another Participating Practitioner.

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

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

1. Services provided by a Non-Participating Practitioner, 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 combined 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.

*<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.*

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

1. Drugs, vitamins, nutritional supplements, or herbs
2. Services for preventive, maintenance, or wellness care
3. Experimental or investigational services
4. Services not Medically Necessary as determined by Landmark
5. Vocational, stroke, or long-term rehabilitation
6. Hypnotherapy, behavior training, sleep therapy, or biofeedback
7. Rental or purchase of Durable Medical Equipment (DME), except as specified in the Schedule of Benefits
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

***Chiropractic Only Limitations/Exclusions***

1. Manipulation under anesthesia
2. Services related to diagnosis and treatment of jaw joint or TMJ disorders
3. Treatment of non-neuromusculoskeletal disorders
4. X-rays not considered Medically Necessary or performed on equipment not certified, registered or licensed by the State of California

***Acupuncture Only Limitations/Exclusions***

1. X-rays of any kind
2. Services related to menstrual cramps
3. Services related to addiction, including smoking cessation