



**750 Medical Center Court, Suite 2  
Chula Vista, CA 91911**

**Combined Evidence of Coverage and Disclosure Form**

**For V100 Vision Plan**

**Effective 01/01/2026**

**This Vision Plan may be limited in benefits, rights, and remedies under  
U.S. Federal and State Law.**

**Este Plan de Visión puede tener limitaciones en sus beneficios, derechos  
y resoluciones bajo las leyes federales estatales de Los Estados Unidos.**

**[www.mediexcel.com](http://www.mediexcel.com)**

## **SECTION 1: COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM (EOC)**

### **PLEASE READ THESE IMPORTANT NOTICES ABOUT THIS VISION PLAN**

**This EOC constitutes only a summary of the Vision Plan. The Vision Plan contract must be consulted to determine the exact terms and conditions of coverage.**

**Notice About This Group Vision Plan:** MediExcel Health Plan makes this vision plan available to Employees through a contract with the Employer. The Group Subscriber Agreement (Contract) includes the terms in this EOC, as well as other terms. A copy of the contract is available upon request. A Summary of Benefits and Coverage is provided with and is incorporated as part of the EOC. The Summary of Benefits and Coverage sets forth the member's share-of-cost for Covered Services under the benefit Plan.

Please read this EOC carefully and completely to understand which services are Covered Services, and the limitations and exclusions that apply to the Plan.

MediExcel Health Plan provides a matrix summarizing key elements of this Vision Plan at the time of enrollment. This matrix allows individuals to compare the vision plans available to them. The EOC is available for review prior to enrollment in the Plan.

For questions about this Plan, please contact MediExcel Health Plan's Member Service at (619) 365-4346, or at (664) 633-8555 if dialing from México.

**Notice About Plan Benefits:** No member has the right to receive benefits for services or supplies furnished following termination of coverage, except as specifically provided under the Extension of Benefits provision, and the Continuation of Group Coverage provision in this EOC.

Benefits are available only for services and supplies furnished during the term this vision plan is in effect and while the individual claiming benefits is covered by this group contract.

Benefits may be modified during the term as specifically provided under the terms of this EOC, the group contract or upon renewal. If benefits are modified, the revised benefits (including any reduction in benefits or the elimination of benefits) apply for services or supplies furnished on or after the effective date of modification.

**Notice About Contracted Providers:** MediExcel Health Plan contracts with vision professionals to provide services to members for specified rates. This contractual arrangement may include incentives to manage all services provided to members in an appropriate manner consistent with the contract. To learn more about this payment system, contact Member Services.

**Notice of Going Green - Paperless Initiatives and Member Communications:** MediExcel Health Plan has incorporated workflow processes and digital forms to improve efficiency, reduce paper and postal expenses by using electronic distribution (Email) and pdf files of documents. The member is assumed to consent to these paperless workflow processes and formats. The member can opt out of one or more of these processes and digital forms by notifying member Services.

MediExcel Health Plan has established a Patient Portal for secure electronic communications between the member and MediExcel Health Plan. An electronic file of the member's benefit plans, EOC, SBC, IRS 1095B Tax Form and all applicable health plan notices shall be placed in

the Patient Portal for easy retrieval by the member. To register, please go to the following link: <https://saludexcel.com/mediexcel/signup/> or contact Member Services at (619) 365-4346, (664) 633-8555 if dialing from México, or by email at [memberservices@mediexcel.com](mailto:memberservices@mediexcel.com).

**Notice About Medical Necessity:** Benefits are only available for services and supplies that are medically necessary. MediExcel Health Plan reserves the right to review all claims to determine if a service or supply is medically necessary. A physician or other health care provider's decision to prescribe, order, recommend, or approve a service or supply does not, in itself, make it medically necessary.

**Notice About Confidentiality of Personal and Health Information:** MediExcel Health Plan protects the privacy of individually-identifiable personal information, including protected health information. Individually-identifiable personal information includes health, financial, and/or demographic information, such as name, address, and social security number. MediExcel Health Plan will not disclose this information without authorization, except as permitted or required by law.

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

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## SECTION 3: HOW TO USE MEDIEXCEL VISION PLAN

This booklet is your Evidence of Coverage. It explains what MediExcel Vision Plan covers and does not cover. Please read this booklet carefully, including the sections that apply to your special vision care needs. Also read your Summary of Benefits on page A-1, which lists copays and other fees. There are several references to “health care” and “Health Plan” in this booklet which have a similar meaning as “vision care” and “Vision Plan.”

MediExcel Vision Plan is *a kind of group vision care insurance*. *Group vision care insurance* is insurance that you get through a group, such as an employer. MediExcel Vision Plan is special as you receive your eye care in México, except for emergency and urgent care situations. Even if you have belonged to a vision plan before, take some time to learn about MediExcel Vision Plan. This chapter tells you about:

- How to contact MediExcel Vision Plan
- Your MediExcel Member I.D. Card
- The MediExcel Vision Plan service area
- Obtaining benefits from the MediExcel Vision Plan Providers
- Language and communication assistance
- How to get eye care when you need it
- Referrals and pre-approval (prior authorization)
- Emergency and urgent care
- Care when you are way from home
- Costs
- If you have a problem

### How to Contact MediExcel Vision Plan

Our Member Services team is here to help you on 24/7. Our staff is bilingual (English and Spanish) and has translators available for any other language. Call us if:

- You have a question or a problem
- You need to find a Primary Eye Care Provider (an Optometrist or Ophthalmologist)
- You need to replace your Member ID Card
- You are billed the wrong amount by the provider

### MediExcel Health Plan Member Services

- **Telephone:** (619) 365-4346, or (664) 633-8555 if dialing from México. For the hearing impaired, call MediExcel Health Plan’s TTY toll-free number at (800) 735-2929.
- **Email:** [memberservices@mediexcel.com](mailto:memberservices@mediexcel.com)
- **Mail:** MediExcel Health Plan  
750 Medical Center Court, Suite 2  
Chula Vista, CA 91911
- **In Person:** MediExcel Health Plan Administrative Office  
750 Medical Center Court, Suite 2 Chula Vista, CA 91911  
Monday – Friday 8:00 am -5:00 pm PST
- **Online:** [www.mediexcel.com](http://www.mediexcel.com)

## Your MediExcel Vision Plan Member ID Card

Your MediExcel temporary ID will arrive inside your new member packet. During your first visit to our facilities in Mexico, each enrolled member can get a permanent ID. You may also visit our Member Enrollment Center in Chula Vista. Show your ID Card whenever you get health care.



Front Side



Reverse Side

## The MediExcel Vision Plan Service Area and General Qualifications

MediExcel Vision Plan has a service area. This is the area in which MediExcel Vision Plan provides vision care coverage which consists of the border cities of Tijuana, Tecate and Mexicali, Baja California, Mexico. You (the employee) must be a Mexican National and work in the County of San Diego or Imperial to become a member of MediExcel Vision Plan. You must receive all eye care services within the MediExcel Vision Plan service area unless you need emergency or urgent vision care. **If you reside in the U.S. and you and your enrolling dependents do not have the proper documentation to cross into Mexico and return to the U.S., you cannot enroll in MediExcel Vision Plan.** If you no longer work in San Diego or Imperial County, you must tell MediExcel Vision Plan. Your dependents regardless of their nationality may also enroll in MediExcel Vision Plan (see Section 8.) If your dependents do not reside with you, they must reside in the MediExcel Health Plan service area in order to be eligible to enroll.

## Mexican Health Care Standards

Legal requirements for and generally accepted practice standards of medical care in Mexico are different than those of California or elsewhere in the United States. Therefore, the care to be received through providers in Mexico with MediExcel Health Plan will be care that is consistent with generally accepted medical standards of Mexico, not of California. MediExcel Health Plan contracts only with providers who meet all applicable laws, licensing requirements, and professional standards of Mexico and who provide their services in accordance with the generally accepted standards of the organized medical community relating to professional and hospital services in Mexico. Any member who is not completely comfortable with the standards of care for the practice of medicine in Mexico should not enroll in the MediExcel Health Plan.

## The MediExcel Vision Plan Network

Our network is all the optometrists, ophthalmologists, optical centers, and other participating providers that MediExcel Vision Plan has contracts with.

- You must get your eye care from participating providers who are in the network. Our *Provider Directory* is available on our website at [www.mediexcel.com](http://www.mediexcel.com). If you require a printed copy, call Member Services at (619) 365-4346, or (664) 633-8555 if dialing from México.

- If you go to providers outside the network, you will have to pay all of the cost, unless you received pre-approval from MediExcel Vision Plan *or* you had an emergency *or* you needed urgent eye care away from home.

## **Language and Communication Assistance** (see Section 5)

Good communication with MediExcel Vision Plan and with your providers is important. All MediExcel Vision Plan Member Services Representatives are bilingual in Spanish and English. If Spanish is not your first language, MediExcel Vision Plan can provide interpretation services and translation of certain written materials at no cost to the member.

- To ask for language services call MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México.
- If you have a preferred language, to communicate in, other than Spanish or English, MediExcel Vision Plan will arrange for interpreter services during your telephone call or visit to MediExcel Vision Plan.
- Please notify us of your personal language needs by calling MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México.
- If you are deaf, hard of hearing or have a speech impairment, you may also receive language assistance services by calling the Deaf and Disabled Telecommunications Program at 711 which can facilitate communications with MediExcel Health Plan. See Section 15.

## **How to Get Eye Care When You Need It**

When you desire to obtain your Plan Benefits:

- You should contact a Primary Eye Care Doctor or MediExcel Vision Plan unless it is an emergency or urgent care situation.
- A Primary Eye Care Doctor is an Optometrist or Ophthalmologist that participates in MediExcel Vision Plan. A list of names, addresses, and phone numbers of all participating providers can be obtained from your Employer or MediExcel Health Plan.
- Call a Primary Eye Care Doctor or MediExcel Health Plan first to schedule your eye care appointment unless it is an emergency or urgent eye care situation.
- The eye care must be necessary for your health. Your Primary Eye Care Doctor and MediExcel Vision Plan follow guidelines and policies to decide if the care is medically necessary.
- The eye care must be a service that MediExcel Vision Plan covers. (Covered Services are also called *Benefits*.) To see what services MediExcel Vision Plan covers, see “Your Benefits” in Section 6.

## **Referrals and Pre-approvals** (see Section 5)

You do not need a referral from your Primary Eye Care Doctor and/or pre-approval from MediExcel Vision Plan for most eye care services. Pre-approval is also called *prior authorization*.

- Make sure your doctor gives you a referral and gets pre-approval if it is required.
- If you do not have a referral and pre-approval when it is required, you will have to pay all of the cost of the service.

You usually need a referral and pre-approval to:

- Get a second opinion about a diagnosis or treatment.
- See a doctor who is not within the MediExcel Vision Plan network.

You do **NOT** need a referral and pre-approval to:

- See a Primary Eye Care Doctor.
- Get emergency or urgent eye care.



## **Emergency and Urgent Eye Care Services** (see Section 6)

MediExcel Vision Plan has been selected by your employer to provide you with routine vision care, through comprehensive eye examinations. However, you may require immediate or urgent eye care of a medical nature due to:

- Trauma—like having a foreign object in your eye or being hit in the eye; or
- Disease—like a sudden loss of vision or flashing or flickering lights (without eye trauma).
- If you require urgent eye care you may go, without authorization, to a MediExcel Vision Plan participating provider or an out-of-network-provider. MediExcel Vision Plan will not pay for the medical services needed to care for such trauma or disease, and you may be financially responsible.
- If you see a MediExcel Vision Plan provider for emergency or urgent eye care, the MediExcel Vision Plan provider may want to coordinate with your medical providers and/or submit a claim to your medical benefits plan.
- In addition to your MediExcel Vision Plan Member ID card, don't forget to take your health insurance card, which identifies your medical benefits plan, and may identify your medical group and primary care doctor.
- You are encouraged to contact your Medical Insurance Provider, call "911" or go to a local hospital emergency room when you have an emergency medical condition that requires an emergency response.

## **Care When You Are Away from Home** (Section 6)

Only emergency and urgent eye care are covered.

- If you obtained covered benefits outside of the network because of an emergency or an urgent eye care situation, you must let MediExcel Vision Plan know within 48 hours, or as soon as you can.
- If special circumstances arise, call MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México.

## **Costs** (see the "Summary of Benefits" on page A-1 and "What You Pay" in Section 4)

- The **premium** is what you and/or your employer pays each month to MediExcel Vision Plan to keep coverage.
- A copay (copayment) is the amount you must pay each time you see a doctor or get other covered services. In most cases, the copayment is zero which means there is no charge.
- After you pay your copay, MediExcel Vision Plan pays the rest of the cost of the service up to the **benefit allowance**, as long as the service you get is a covered benefit.
- The **benefit allowance** is the maximum amount MediExcel Vision Plan will pay. After the benefit allowance is reached for the specific benefit, the member is responsible for the remaining cost.

## **If You Have a Problem with MediExcel Vision Plan** (see Section 11)

- If you have a problem with MediExcel Vision Plan, you can file a complaint (also called an *appeal* or a *grievance*.)
- If you disagree with MediExcel Vision Plan's decision about your complaint, you can get help from the State of California Department of Managed Health Care HMO Help Center. The HMO Help Center can help you apply for an Independent Medical Review (IMR) or file a complaint. IMR is a review of your case by doctors who are not part of your health plan.

## SECTION 4: WHAT YOU PAY

This chapter tells you about your costs with MediExcel Vision Plan. The costs you pay may include:

- Premiums
- Copays (copayments)
- Amounts exceeding benefit allowances

This chapter also tells you what you need to do if:

- You have to pay for care at the time you get it.
- You have more than one vision plan (Coordination of Benefits).

### Premiums

A *premium* is the amount that MediExcel Vision Plan charges each month for vision care. Usually your employer pays part of the premium and you pay the rest.

- The amount you pay is usually taken out of your paycheck each month. If you have questions about your premium, ask your employer. Or call MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México.
- If the premium changes, MediExcel Vision Plan will let your employer know in writing at least 30 days before the change. Usually, the premium changes only when your employer renews its contract with MediExcel Vision Plan.

### Copays (Copayments)

A *copay* is the amount that you pay each time you see a doctor in the MediExcel Vision Plan network or get services. You have to pay a copay for most vision care services you get.

- In most cases, the copayment is zero which means there is no charge.
- The copay amounts are listed in the “Summary of Benefits” on page A-1.

### Benefit Allowances

Several of the covered benefits, such as frames and lenses, have benefit allowances. This means that is the maximum amount provided for this specific covered benefit.

- If you order a covered benefit that exceeds the benefit allowance, you will pay the amount exceeding the benefit allowance.
- The benefit allowances are listed in the “Summary of Benefits” on page A-1.

### If You Have to Pay for Care at the Time You Receive It (Reimbursement Provisions)

There may be times when you must pay for your care at the time you receive it. For example, if you get emergency or urgent eye care from a provider who is not in the MediExcel Vision Plan network, you may have to pay for the service at the time you get care.

Ask the provider to bill MediExcel Vision Plan directly. If that is not possible, you will have to pay and then ask MediExcel Vision Plan to reimburse you (pay you back). MediExcel Vision Plan will reimburse you as long as the care you get is a covered service and you can present substantiating documentation.

### **How to Get Reimbursed:**

You must ask MediExcel Vision Plan to reimburse you.

- We must receive your request no later than 180 days after you get the services unless you show that you could not reasonably file your request within this time period.
- Only covered benefit services will be considered for reimbursement.
- You must include a copy of the bill, a receipt for your payment, and supporting documentation such as medical records that annotates the medical services rendered.
- If reimbursement request is for services rendered in Mexico, please include a copy of the “factura” and ensure that the “factura” is made out in the name of “Medi-Excel, SA de CV with RFC# “MED091108FY4” and the official address, “Avenida Paseo de Los Héroes 2507, Zona Río Tijuana, Baja California 22320.”
- Under Mexican law, all businesses, including health care providers, are required to provide the client a “factura” for all financial transactions. If you are uncertain or have any questions while you are with the Mexican provider, please call Member Services at (664) 633-8555 and we can help you explain it to the provider.
- Send your request to:

MediExcel Vision Plan  
750 Medical Center Court, Suite 2  
Chula Vista, CA 91911

- You may also email your request to: [claims@mediexcel.com](mailto:claims@mediexcel.com)
- You still have to pay the normal copay for the care you received.
- Reimbursement for approved charges will be mailed within 30 calendar days of receipt of complete documentation.

### **If You Have More Than One Vision Plan (Coordination of Benefits)**

Some people have more than one vision plan or health insurance policy. If you do, MediExcel Vision Plan must coordinate your benefits with your other policy. Contact MediExcel Vision Plan and your other policy before you receive services to let each plan know about the other.

- You must tell your doctors and other vision care providers about any other health plan you or members of your family have.
- The total amount paid by all of the plans together will never be more than the total cost of the services.
- You still need to follow each plan’s policies for using network providers and getting

referrals and pre-approvals.

### **Contracted Vision Providers**

All of the vision care providers in the MediExcel Vision Plan Provider Network are contracted by MediExcel Vision Plan and obligated to provide professional vision care services to members in accordance with professional standards. Additionally, in the event that MediExcel Vision Plan fails to pay the contracted provider for any claims for covered benefits services by members, the members shall not be liable to the contracted provider for any sums owed by MediExcel Vision Plan.

## SECTION 5: SEEING AN EYE CARE DOCTOR AND OTHER PROVIDERS

MediExcel Vision Plan has a network that includes eye care doctors and other vision care providers. Your Primary Eye Care Doctor generally provides for all your eye care needs. Your Primary Eye Care Doctor will refer you to a specialist or other provider if your eye care condition is outside of his or her scope of care.

This chapter tells you about:

- Your choice of eye care doctors and providers
- Language and communication assistance
- Referrals and pre-approval (prior authorization)
- Getting a second opinion

### **Your Choice of Eye Care Doctors and Providers—*Your MediExcel Vision Plan Provider Directory***

PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS VISION CARE MAY BE OBTAINED.

The *Provider Directory* lists all the eye care doctors and other providers in the MediExcel Vision Plan network. It lists the optometrists, ophthalmologists, and optical centers in the network.

- You must get all of your eye care from the providers in the MediExcel Vision Plan network, unless you get emergency or urgent eye care, or MediExcel Vision Plan pre-approves a visit to a provider who is not in our network.
- The on-line *Provider Directory* ([www.mediexcel.com](http://www.mediexcel.com)) is updated on a daily basis or whenever there are any provider changes. MediExcel Vision Plan makes sure that there are always enough providers in the network, so you can get the care you need.
- To get the latest *Provider Directory*, visit our website at [www.mediexcel.com](http://www.mediexcel.com), click on the *Member* tab and scroll to *Find a Doctor*, or call Member Services at (619) 365-4346, or (664) 633-8555 if dialing from Mexico.

### **Language and Communication Assistance**

Good communication with MediExcel Vision Plan and with your providers is important. All MediExcel Vision Plan Member Services Representatives are fully bilingual in Spanish and English. If Spanish is not your first language, MediExcel Vision Plan provides interpretation services and translation of certain written materials.

- To ask for language services call MediExcel Health Plan at (619) 365-4346, or (664) 633-8555 if dialing from México.
- If you have a preferred language to communicate in, other than Spanish or English, MediExcel Health Plan will arrange for interpreter services during your telephone call or visit to MediExcel Health Plan. Call (619) 365-4346, or (664) 633-8555 if dialing from México.
- MediExcel Health Plan provides aids and services at no cost to people with disabilities to

communicate effectively with us such as qualified sign language interpreters and written information in other formats (including large print, audio, accessible electronic formats, and other formats).

- If you are deaf, hard of hearing or have a speech impairment, you may also receive language assistance services by calling the Deaf and Disabled Telecommunications Program at 711 which can facilitate communications with MediExcel Health Plan. See Section 15.

### **Referrals and Pre-approvals (Prior Authorization)**

- You do not need a referral or prior authorization to see a primary eye care doctor.
- If your primary eye care doctor cannot take care of your vision eye care needs, you usually need a referral from this doctor and pre-approval from MediExcel Vision Plan to see a specialist or another provider.
- If you do not get the required referral and pre-approval and you get the service or treatment from a specialist or another provider, you will have to pay all of the cost.

### **The Pre-Approval Process:**

Your primary eye care doctor usually asks MediExcel Vision Plan for pre-approval. The eye care you want must be a covered benefit. MediExcel Vision Plan uses medical guidelines and policies to decide whether to approve or deny a referral.

- It can take up to 2 business days to get pre-approval, depending on your medical condition and the treatment you need.
- If your eye care problem is urgent, MediExcel Vision Plan may take up to (24 hours) to decide, depending on your medical condition and the treatment you need.
- MediExcel Vision Plan will tell your eye care doctor what we decide within 24 hours after making a decision.
- MediExcel Vision Plan will send you and your provider a letter within 2 business days after MediExcel Vision Plan has decided whether to approve or deny your request.

### **Your Primary Eye Care Doctor Makes a Referral:**

- Your doctor may give you a written referral or may send the referral directly to the other provider. Your doctor will give you the name and phone number of the specialist or other provider you will see.
- To make the appointment, call MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México.

### **You Do NOT Need a Referral or Pre-Approval To:**

- See your primary eye care doctor.
- Get emergency or urgent eye care. See “Emergency Eye Care” and “Urgent Eye Care” in Section 6.

### **Getting a Second Opinion**

You may ask for a second opinion from another doctor about a condition that your eye care doctor

diagnoses or about a treatment that your doctor recommends. Below are some reasons you may want to ask for a second opinion:

- There is disagreement regarding your examination and vision correction results.
- Your eye care is not improving with your current treatment plan.
- Your doctor is unable to diagnose your problem.

### **How To Request a Second Opinion:**

You must request pre-approval from MediExcel Vision Plan to get a second opinion. Your request will automatically be approved.

- You can ask for a second opinion from another primary eye care doctor or from any specialist in the MediExcel Vision Plan network.
- The section called “The Pre-Approval Process” in Section 5 explains how to request pre-approval.

**Notice of the Availability of Interpreter Services:** All MediExcel Vision Plan Member Services Representatives and Telephone Triage/Screening Services Representatives are fluent in Spanish and English. If you have a preferred language to communicate in, other than Spanish or English, MediExcel Health Plan will arrange for interpreter services during your telephone call to MediExcel Vision Plan. Please call 619) 365-4346, or (664) 633-8555 if dialing from México.

### **Timely Access to Care**

MediExcel Vision Plan commits to provide you your covered health care services in a timely manner appropriate for the nature of your condition consistent with good professional practice. We will ensure that all processes necessary to provide your covered health care services are completed in a timely manner appropriate for your medical condition. When it is necessary for a provider to reschedule an appointment, the appointment shall be promptly rescheduled in a manner that is appropriate for your health care needs.

For covered urgent care benefit services rendered in the U.S., there is no requirement to obtain pre-approvals or prior-authorizations by MediExcel Vision Plan. Through its contracted urgent care health care providers, MediExcel Vision Plan commits to offer members appointments that meet the following timeframe standard.

| <b>Service Categories</b>  | <b>Standard</b> |
|--|-----------------|
| <ul style="list-style-type: none"><li>• Urgent care appointments in the U.S.</li></ul> | Same day        |

## **SECTION 6: YOUR VISION BENEFITS**

This section tells you about the vision care benefits that MediExcel Vision Plan covers. It also tells you what you need to do before you get care.

### **1. Eye Examination**

#### **MediExcel Vision Plan covers eye exams.**

- An eye exam is a complete initial vision analysis of visual functions and includes the prescription of corrective eyewear where indicated.
- You do not need pre-approval from MediExcel Vision Plan.
- You can make an appointment for an eye exam with a Primary Eye Care Doctor when you believe it is appropriate.
- Each covered person can have an eye exam every 12 months.

### **2. Lenses**

#### **MediExcel Vision Plan covers lenses.**

- The Primary Eye Care Doctor will order the proper lenses necessary for your visual welfare.
- The Primary Eye Care Doctor shall verify the accuracy of the finished lenses.
- Each covered person is entitled to new lenses as indicated in the “Summary of Benefits” on page A-1.
- The copay amounts and benefit allowances are listed in the “Summary of Benefits” on page A-1.

### **3. Frames**

#### **MediExcel Vision Plan covers frames.**

- The Primary Eye Care Doctor will assist in the selection of frames, properly fit and adjust the frames, and provide subsequent adjustments to frames to maintain comfort and efficiency.
- Each covered person is entitled to new frames as indicated in the “Summary of Benefits” on page A-1.
- The copay amounts and benefit allowances are listed in the “Summary of Benefits” on page A-1.

### **4. Contact Lenses**

#### **MediExcel Vision Plan covers contact lenses.**

- Contact lenses are available under this Plan in lieu of all other lens and frame benefits described herein.
- When you obtain medically necessary contact lenses from a Primary Eye Care Doctor, professional fees and materials will be covered as indicated in the “Summary of Benefits” on page A-1.



- The copay amounts and benefit allowances are listed in the “Summary of Benefits” on page A-1.
- When elective contact lenses are obtained from a Primary Eye Care Doctor, MediExcel Vision Plan will provide an allowance toward the cost of professional fees and materials.
- Contact lens materials are provided at the Primary Eye Care Doctor’s usual and customary charges.

## 5. Emergency Eye Care

***Emergency care is care that you need right away.***

- MediExcel Vision Plan covers emergency eye care anywhere in the world.
- It is an emergency if you reasonably believe that not getting immediate care could be dangerous to your life or a part of your body.

### **What To Do In An Emergency:**

- In an emergency, call 9-1-1 in the United States or in Mexico, or go to the nearest emergency room, regardless of whether the emergency care facility is in Mexico or in the United States.
- If you can, go to a provider that is in the MediExcel Vision Plan network.
- If you cannot get to a provider within the MediExcel Vision Plan network, go to the nearest eye care provider.
- Always show your MediExcel Vision Plan member ID card when you get emergency care.

### **If You Go To An Eye Care Facility That Is Not In the MediExcel Vision Plan Network:**

- Emergency vision care is covered at any eye care facility, no matter where you are.
- Contact MediExcel Vision Plan within 48 hours or as soon as possible. Call MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México.

### **What You Pay For Emergency Care:**

- See the “Summary of Benefits” on page A-1.
- If MediExcel Vision Plan decides that in your case a reasonable person would not seek emergency care, you will have to pay all of the cost. If you disagree with MediExcel Vision Plan, you can file a complaint. See “If You Have a Problem with MediExcel Vision Plan” in Section 11.

## 6. Urgent Eye Care

*Urgent eye care is care that you need soon to prevent a serious health problem.*

- MediExcel Vision Plan covers urgent care anywhere you are in the world.

### **How To Get Urgent Eye Care Within the MediExcel Vision Plan Service Area:**

- Contact a Primary Eye Care Doctor within the MediExcel Vision Plan Directory and let them know you have an urgent care need.

- You can also call MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México. MediExcel will arrange an urgent care appointment for you.

**How To Get Urgent Care Outside the MediExcel Vision Plan Service Area:**

- You can call MediExcel Vision Plan at (619) 365-4346, or (664) 633-8555 if dialing from México. MediExcel will arrange an urgent care appointment for you.
- For an urgent care condition, you can seek eye care from any vision care provider.
- Always show your MediExcel Vision Plan Member ID Card when you get urgent eye care.
- The doctor may bill MediExcel Vision Plan for the cost. Or they may ask you to pay the bill. If you pay the bill, you must ask MediExcel Vision Plan to reimburse you. See “If You Have to Pay for Care at the Time You Get It” in Section 4.

**What You Pay For Urgent Eye Care:**

- See the “Summary of Benefits” on page A-1.
- If MediExcel Vision Plan decides that you did not need urgent eye care, you will have to pay all of the cost.
- If you disagree with MediExcel Vision Plan, you can file a complaint. See “If You Have a Problem with MediExcel Vision Plan” in Section 11.

## SECTION 7: GENERAL EXCLUSIONS AND LIMITATIONS

Exclusions and limitations are services and expenses that MediExcel Vision Plan does NOT cover. The exclusions and limitations for each kind of benefit are also listed under the benefit in the chapter “Your Benefits” in Section 6.

This chapter tells you about:

- General exclusions and limitations
- Experimental and investigational treatments

### General Exclusions and Limitations

#### MediExcel Vision Plan Will **NOT** Cover:

- Any procedure not specifically listed as a Covered Benefit.
- Care you get from a doctor who is not within the MediExcel Vision Plan network, unless you have pre-approval from MediExcel Vision Plan, or you need emergency eye care services or urgent eye care services and are outside the MediExcel Vision Plan service area.
- Contact lenses and contact lens fitting, except as specifically provided.
- Eyewear when there is no prescription change, except when benefits are otherwise available.
- Lenses or frames which are lost, stolen, or broken will not be replaced, except when benefits are otherwise available.
- Custom lenses (non-standard) such as no-line, (blended type), progressive, polycarbonate, beveled, faceted, coated or oversize exceeding the Schedule of Allowances.
- Tints, other than pink or rose #1 or #2 except as specifically provided; and
- Two pair of glasses in lieu of bifocals, unless prescribed.
- Medical or surgical treatment of the eyes.
- Non-prescription (plano) eyewear; and
- Orthoptics, vision training or subnormal or low vision aids.
- Prescription drugs.
- Ambulance
- Expenses for travel, such as taxis and bus fare, to see a provider.

### Experimental and Investigational Treatments

An *experimental* or *investigational* treatment is a treatment that is not currently accepted as standard health care practice.

- **In general**, MediExcel Vision Plan does not cover experimental or investigational treatments.
- **However**, you may have the right to appeal the denial and file a complaint with the Department of Managed Health Care (DMHC).
- For more information, see Section 7.

## SECTION 8: ENROLLING IN MEDIEXCEL VISION PLAN AND ADDING DEPENDENTS

Your MediExcel Vision Plan coverage is a group vision plan you get through your employer. This chapter tells you about:

- When you can join MediExcel Vision Plan
- Who can be on your vision plan (who can be your dependent)
- Adding new dependents
- Additional times you and your dependents can join MediExcel Vision Plan
- MediExcel Vision Plan (pre-existing conditions)
- Renewal of coverage (renewal provisions)

### When You Can Join MediExcel Vision Plan

As an employee you can enroll yourself and your dependents:

- At the end of any waiting period your employer requires.
- Once each year during the Open Enrollment period.
- Other special times during the year. See “Special Times You and Your Dependents Can Join MediExcel Vision Plan” in Section 8.
- If you do not enroll yourself and your dependents when you first qualify for vision benefits, you may have to wait until the next Open Enrollment period to join.

### Who Can Be on Your Vision Plan (Who Can Be Your Dependent)

You can enroll the following family members on your vision plan. They are called your *dependents*. Talk to your employer to find out how much it costs to add dependents to your vision plan.

- **Your spouse**
- **Your domestic partner.** You must file a Declaration of Domestic Partnership with the Secretary of State.
- **Unmarried children:** your own or those of your spouse or domestic partner
  - The children must be under the age of 26 who are not otherwise eligible for coverage on their own under an employer program. They may be your natural children, legally adopted children, or stepchildren.
  - A disabled child can be covered past age 26 if the child is unable to work, because of a physically or mentally disabling injury, illness, or condition. You must be the main source of support and maintenance of the child.
    - At least 90 days before coverage will end for a disabled child, MediExcel Vision Plan will send you a written notice. You must show proof of disability and support within 60 days after you receive this notice. MediExcel Vision Plan will tell you if the child can continue to be covered. You may be asked to show proof again once a year, starting two years after the child reaches 26.
  - MediExcel Vision Plan may also request proof if you are enrolling a

disabled child for new coverage. You must provide the requested information within 60 days of the request. The child must have been covered as a dependent of you or your spouse under a previous vision plan at the time the child reached age 25. You may be asked to show proof again no more than once a year.

- Additionally, a child or children under 19 years of age must not be enrolled in a MediExcel Health Plan Small Group Product. Such an enrolled child or children already have superior vision care benefits under the Pediatric Vision Coverage component of their Essential Health Benefits in the MediExcel Health Plan Small Group Product.

- **Service Area Eligibility.** If your dependents do not reside with you, your dependents must reside or work in the MediExcel Health Plan service area in order to be qualified to enroll.

### Adding New Dependents

You can add the following new dependents any time during the year:

- **A spouse.** If you marry, you can put your spouse on your vision plan.
  - MediExcel Vision Plan must receive a completed enrollment form within 30 days of the date of your marriage.
  - Ask your employer when benefits for your spouse will begin. It will be either on the date of your marriage or the first day of the month following the date MediExcel Vision Plan receives the completed enrollment form.
- **A domestic partner.** If you enter a domestic partnership, you can enroll your domestic partner on your vision plan.
  - MediExcel Vision Plan must receive a completed enrollment form within 30 days of the date you file a Declaration of Domestic Partnership with the Secretary of State, or within 30 days after you form the partnership according to your employer's rules.
  - Ask your employer when benefits for your domestic partner will begin. It will be either on the date your Declaration of Domestic Partnership is filed or the first day of the month following the date MediExcel Vision Plan receives the completed enrollment form.
- **A newborn child.** Your newborn child is covered on your vision plan for the first 30 days after birth.
  - To keep your newborn on your vision plan, MediExcel Vision Plan must receive a completed enrollment form within 60 days after the birth.
  - If you miss this deadline, your newborn will not have health benefits after the first 30 days.
- **An adopted child.** A child that you and your spouse or domestic partner adopt is covered on your vision plan for the first 30 days after the adoption is complete.
  - To keep your adopted child on your vision plan, MediExcel Vision Plan must receive a completed enrollment form within 60 days after the adoption.
  - If you miss this deadline, your adopted child will not have vision benefits after the first 30 days.

- **A stepchild.** You may put a child of your spouse or domestic partner on your vision plan.
  - You must complete an enrollment form and send it to MediExcel Vision Plan within 30 days after the date of your marriage or your Declaration of Domestic Partnership with your stepchild's parent.
  - Ask your employer when benefits for your stepchild will begin. It is either on the date of your marriage or domestic partnership or the first day of the month following the date MediExcel Vision Plan receives the completed enrollment form.

### **Special Enrollment Periods You and Your Dependents Can Join MediExcel Vision Plan**

If you experience a Triggering Event, you may qualify for a Special Enrollment Period, during which you can enroll in MediExcel Health Plan or change coverage for you and your eligible Dependent(s), instead of waiting for the next Annual Open Enrollment Period.

Triggering Events for a Special Enrollment Period can be categorized into the following groups:

- Loss of qualifying health coverage.
- Change in household size.
- Change in primary place of living.
- Enrollment or plan error.
- Other qualifying changes.

“Loss of Qualifying Health Coverage” includes:

- You or your dependent have lost minimum essential coverage during the coverage year.
- You had Cal-COBRA or COBRA coverage, and now that coverage has ended.
- You are no longer eligible to be covered as a dependent due to reaching the limiting age.
- You or your dependent were covered by another group health plan and now that coverage has ended.
- You or your dependents had Healthy Families or Medi-Cal with no share-of-cost, and now no longer qualify for it.
- You, your spouse, or child loses coverage under another group health plan due to the employee's becoming entitled to Medicare, divorce or legal separation of the covered employee, or death of the covered employee.

“Change in Household Size” includes:

- You gain a dependent or become a dependent through marriage, through birth, adoption, placement for adoption, placement in foster care, or through a child support order or other court order.
- You lose a dependent due to divorce, legal separation, or death.

“Change in Primary Place of Living” includes:

- You or your dependent gain access to new plans as a result of a permanent move.

“Enrollment or Plan Error” includes:

- You or your dependent's enrollment or non-enrollment in a Plan or inaccurate eligibility determination is a result of a technical error; and
- You or your dependent applied for coverage through the Covered California Exchange either during the annual open enrollment period or due to a qualifying event and are determined ineligible either after Open Enrollment has ended or more than 60 days after the qualifying event.

“Other Qualifying Changes” includes:

- You or your dependent are survivors of domestic abuse or spousal abandonment; been released from incarceration; have a loss of minimum essential coverage.
- You or your dependent is a member of the reserve forces of the United States military returning from active duty or a member of the California National Guard returning from active duty service.

You can also enroll in MediExcel Health Plan when MediExcel Health Plan cannot produce, a form showing that you said you did not want to enroll because you had other health care coverage. Triggering Events do not include loss of coverage due to failure to make premium payments on a timely basis.

Special Enrollment Periods begin on the date the Triggering Event occurs, and end on the 61st day afterwards. Note that for “Loss of Qualifying Health Coverage” and “Change in Primary Place of Living” categories of Triggering Event, you may also submit an application in the 60 days leading up to the event. Persons who enroll during a Special Enrollment Period will have their coverage Effective Dates determined as follows:

- In the case of birth, adoption, placement for adoption, placement in foster care, or a child support order or other court order, your coverage is effective on the date of the event.
- In the case of marriage, or in the case where you lose minimum essential coverage, coverage is effective on the first day of the following month.

In the case where the application is submitted before the event, coverage is effective the first day of the month following the event.

### **How To Apply At These Additional Times:**

- MediExcel Vision Plan must receive a completed enrollment form from you within 30 days of that date on which you no longer have coverage.
- Your coverage will be in effect the first day of the month following receipt of the completed enrollment application.

### **Renewal Provisions**

- Your MediExcel Vision Plan coverage is subject to all the terms agreed to between MediExcel Vision Plan and your employer.
- This agreement is renewed annually.
- MediExcel Vision Plan may change your health plan benefits or premium at the time your employer renews its contract with MediExcel Vision Plan, as allowed by law. If this happens, you will receive notice through your employer at least 30 days before the change takes effect.

## **SECTION 9: WHEN YOUR MEDIEXCEL VISION PLAN VISION COVERAGE ENDS (TERMINATION OF BENEFITS)**

Your health coverage with MediExcel Vision Plan can end for several reasons. If this happens, you may be able to continue your vision coverage. See “Continuation Health Coverage” in Section 10. This section tells you about:

- Why your MediExcel Vision Plan health coverage can end
- When a dependent no longer qualifies as a dependent
- If you are totally disabled when your health coverage ends

### **Why Your MediExcel Vision Plan Health Coverage Can End**

MediExcel Vision Plan cannot end your health benefits because of your health needs or medical condition. But MediExcel Vision Plan can end (terminate) your health coverage for one of the reasons below.

### **If Your Employer No Longer Offers MediExcel Vision Plan, or Stops Offering Any Health Plan:**

- Your health benefits with MediExcel Vision Plan can end 30 days after your employer provides you written notice that coverage will be discontinued.
- Coverage for your dependents also ends.

### **If You Or Your Employer Does Not Pay the Premium:**

- MediExcel Vision Plan will send a notice to your employer saying that the premium is overdue.
- Members will have a 30 day grace period starting on the day the Notice of Start of Grace Period is dated. If the premium is not paid by the end of the grace period, your health benefits cease at the end of the grace period. The contract holder has until the end of the grace period to pay the premium amounts due.
- If you do not pay the premiums and are disenrolled, you and your dependents may apply for re-enrollment during your employer’s next open enrollment period, provided you still satisfy the employer and MediExcel Vision Plan eligibility requirements.

### **If You Commit Fraud:**

- This means that you intentionally deceive MediExcel Vision Plan, or you misrepresent yourself or allow someone else to do so in order to get health care services. If this happens, your coverage can be rescinded or cancelled by MediExcel Health Plan. Rescinded (rescission) means that the coverage can be voided retroactively where MediExcel Health Plan will return your premiums and you will be financially responsible for your incurred health care services. In either case, MediExcel Health Plan will send you a notice of the rescission or cancellation of your health benefits along with an explanation of the effective date and your right to appeal.

### **If You Lose Your MediExcel Vision Plan Eligibility:**



- This means that you no longer meet the eligibility requirements described under “The MediExcel Vision Plan Service Area and General Qualifications” in Section 3.
- You lose your eligibility if you:
  - No longer work in San Diego County or Imperial County.
  - No longer reside in the service area.
  - If residing in the U.S., no longer have valid documentation to cross the border into Mexico and return to the U.S.
- Upon loss of eligibility for the above conditions, MediExcel Vision Plan shall send you a Notice of Termination due to Loss of Eligibility at least 30 days before the prospective termination date.
- The Notice of Termination due to Loss of Eligibility will contain important elements including, but not limited to, the specific eligibility requirement, grievance rights, effective date of termination, and other health coverage options.

### **If You Think MediExcel Vision Plan Should NOT Have Ended (Terminated) Your Benefits:**

- MediExcel Vision Plan cannot end your health benefits because of your health needs or medical condition.
- If you think that MediExcel Vision Plan wrongly ended your benefits, you can file a complaint with the Department of Managed Health Care at 1-888-466-2219.

### **When a Dependent No Longer Qualifies As a Dependent**

You must tell MediExcel Vision Plan and your employer as soon as a family member no longer qualifies as a dependent on your health plan. Family members may no longer qualify as dependents in the following situations:

- **You** and your spouse get a divorce or a legal separation.
- **You** legally end your domestic partnership.
- **Your children** stop qualifying as your dependents.
  - When they turn 26 years of age.
  - When they marry.
  - When they are 26 or older and no longer have a physical or mental handicap that prevents them from working, or you are no longer supporting them.

### **If You Are Totally Disabled When Your Vision Coverage Ends**

If you are getting care for a medical condition that makes you totally disabled, MediExcel Vision Plan will cover care for that condition for a limited time. MediExcel Vision Plan will not cover care for any other illness or medical condition. You can continue to get care for this medical condition until:

- You are no longer totally disabled, or
- You enroll in a new health plan that will cover your disability, or
- 12 months after your MediExcel Vision Plan coverage ends, whichever happens first.

## **SECTION 10: INDIVIDUAL CONTINUATION OF HEALTH COVERAGE (COBRA and CAL-COBRA)**

U.S. and California laws protect your right and your dependents' 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 two kinds of continuation health coverage:
  - COBRA
  - Cal-COBRA

### **Understanding Your Choices**

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

- You may be able to buy continuation of coverage with MediExcel Health Plan. You cannot be denied continuation coverage because of your medical history.

or

- You can decide not to buy any vision coverage. In this case, you will have to pay all of the cost of any vision care you need. This can be hundreds of dollars.

### **If You Choose Continuation Vision Coverage:**

- You have to pay all the premiums.
- You cannot be refused coverage because of your medical history.
- There are deadlines and other requirements that you have to meet to buy each kind of continuation coverage. Call MediExcel Vision Plan at (619) 365-4346 or (664) 633-8555 if dialing from Mexico for more information.

### **Certificate of Creditable Coverage**

When you leave MediExcel Vision Plan, we will send you a letter that says how long you were in MediExcel Vision Plan.

- 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.

## COBRA

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

- COBRA is a U.S. law that applies to employers who have 20 or more employees in their group health plan.
- COBRA may allow you and your dependents to keep MediExcel Health Plan 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.
- Each qualified person may independently elect/enroll in COBRA coverage. A parent or legal guardian may elect COBRA for a minor child.
- With COBRA, you have the same benefits as current employees in MediExcel Health Plan.
- You have to pay all of the monthly premium.

### **Important Deadlines for Electing/Enrolling in COBRA with MediExcel Vision Plan:**

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

#### **1. Notification of Qualifying Event:**

- Employers must notify MediExcel Health Plan within 30 days after the following qualifying events:
  - The employee's job ends
  - The employee's hours of employment are reduced
  - The employee becomes eligible to receive Medicare benefits
  - The employee dies
- You or your dependent must notify MediExcel Vision Plan in writing within 60 days after any of the following qualifying events:
  - The employee divorces or legally separates
  - A child or other dependent no longer qualifies as a dependent under plan rules

**2. Election Notice:** Generally, you must be sent an election notice not later than 14 days after MediExcel Vision Plan receives notice that a qualifying event has occurred.

**3. Election Period:** You have 60 days to notify MediExcel Vision Plan in writing that you want to elect/enroll in COBRA coverage. The 60 days starts on the later of the following two dates:

- The date you receive the election notice.
- The date your coverage ended.

**4. Premium Payment:** You must pay the premiums for your COBRA coverage. MediExcel Vision Plan must receive your first premium 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 MediExcel Vision Plan 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.

- Your employer should send you an enrollment form. Or you can call MediExcel Vision Plan at (619) 365-4346 or (664) 633-8555 if dialing from Mexico and ask for information.
- You must fill out the enrollment form, send it to MediExcel Vision Plan, and pay your premium no more than 30 days after you receive the enrollment form.

## **You Will Lose COBRA If:**

- You do not pay your premiums on time.
- You move outside the MediExcel Vision Plan service area.
- Your former employer no longer offers any vision plan.
- You become eligible for Medicare.
- You sign up for another vision 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.)
- You commit fraud, which means that you intentionally deceive MediExcel Vision Plan 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.

- Cal-COBRA may allow you, your dependents, and former dependents to keep MediExcel Vision Plan coverage for up to 36 months.
- You have the same benefits as current employees in MediExcel Vision Plan.
- You have to pay all of the monthly premium.

## **Important Deadlines for Electing/Enrolling in Cal-COBRA with MediExcel Vision Plan:**

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 MediExcel Vision Plan within 30 days after the following qualifying events:
  - The employee's job ends
  - The employee's hours of employment are reduced
- You or your dependent must notify MediExcel Vision Plan in writing within 60 days after any of the following qualifying events:
  - The employee dies

- The employee divorces or legally separates
  - A child or other dependent no longer qualifies as a dependent under plan rules
  - 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 MediExcel Vision Plan receives notice that a qualifying event has occurred.
- 3. **Election Period:** You have 60 days to notify MediExcel Vision Plan 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:
  - The date you receive the election notice.
  - The date your coverage ended.
- 4. **Premium Payment:** You must pay the premiums for your Cal-COBRA coverage. MediExcel Vision Plan must receive your first premium 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 MediExcel Vision Plan When You Are on Cal-COBRA:**

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

### **You Will Lose Cal-COBRA If:**

- You do not pay your premiums on time.
- You move outside the MediExcel Vision Plan service area.
- Your former employer no longer offers any health plan.
- You sign up for another health 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.)
- You commit fraud, which means that you intentionally deceive MediExcel Vision Plan or you misrepresent yourself or allow someone else to do so in order to get health care services.

## **SECTION 11: IF YOU HAVE A PROBLEM WITH MEDIEXCEL VISION PLAN**

MediExcel Vision Plan is committed to meeting the needs of our members. Our Member Services staff is available to answer questions and help you get the health care you need. If you have a problem with MediExcel Vision Plan, you have the right to file a complaint. A complaint is also called a grievance or an appeal.

This section tells you what you can do if you have a complaint with MediExcel Vision Plan:

- File a complaint with MediExcel Vision Plan
- If you still need help, contact the State of California Health Plan Help Center.
- Independent Medical Review (IMR)
- Binding arbitration

### **File a Complaint with MediExcel Vision Plan**

You have a right to file a complaint with MediExcel Vision Plan if you have any problem related to care or service. A complaint is also called a grievance or an appeal.

Here are some examples of when you can file a complaint with MediExcel Vision Plan:

- You have been denied a service
- You have been denied a referral.
- MediExcel Vision Plan cancels your vision benefits.
- MediExcel Vision Plan does not reimburse you for a covered service that you paid for and received.
- MediExcel Vision Plan does not pay for emergency eye care you needed.
- You cannot get an appointment as soon as you need it.
- You think you received poor care or service.

### **First, File Your Complaint with MediExcel Vision Plan Member Services**

- If your problem is urgent MediExcel Vision Plan must give you a decision within 3 days. An urgent problem is an immediate and serious threat to your health as well as grievances involving including cancellations, rescissions and nonrenewal of coverage.
- If your problem is not urgent, MediExcel Vision Plan must give you a decision within 30 days.
- You must file your complaint within 6 months after the incident or action that is the cause of your problem with MediExcel Vision Plan.

### **How To Contact MediExcel Vision Plan Member Services:**

- **Telephone:** (619) 365-4346, or (664) 633-8555 if dialing from México. For the hearing impaired, call MediExcel Health Plan's TTY toll-free number at (800) 735-2929.
- **Email:** [memberservices@mediexcel.com](mailto:memberservices@mediexcel.com)

## **If You Still Need Help, Contact the Department of Managed Health Care:**

The Department of Managed Health Care (DMHC) is the California regulatory authority that protects the rights of HMO members.

- If you do not agree with MediExcel Vision Plan's decision, or you do not receive the decision within the required time, you can take your problem to the DMHC. See the contact information below.
- The DMHC will look at your case and decide if you qualify for an Independent Medical Review (see "Independent Medical Review (IMR) below).
- If you do not qualify for an IMR, the DMHC will review your case as a complaint against your vision plan.
- If your problem is urgent, you can call the DMHC at any time.

## **How To contact the Department of Managed Health Care:**

- Call: 1-888-466-2219 in the US
- Website: [www.dmh.ca.gov](http://www.dmh.ca.gov). The website has Independent Medical Review and complaint forms and instructions.
- Staff are available 24-hours-a-day, every day, in many languages, to help you solve problems with your health plan. There is no charge to call.

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

IMR is a review of your case by one or more doctors who are not part of your health plan. You do not pay anything for an IMR. If the IMR is decided in your favor, MediExcel Vision Plan must give you the service or treatment you requested.

You may qualify for an IMR if MediExcel Vision Plan does one of the following:

- Denies, changes, or delays a service or treatment because MediExcel Vision Plan determines it is not medically necessary.
- Denies an experimental or investigational treatment for a serious condition.
- Will not pay for emergency or urgent care that you already received.

## **More Information About IMR:**

- If MediExcel Vision Plan denies a treatment because it is experimental or investigational, you can apply for an IMR right away. You do not have to file a complaint with MediExcel Vision Plan first.
- In all other cases, you have to file a complaint with MediExcel Vision Plan first and wait for MediExcel Vision Plan's decision.
- You must apply for an IMR within 6 months after MediExcel Vision Plan sends you a decision about your complaint, unless you had a good reason for the delay.
- If you decide not to participate in the IMR process, you may be giving up your right, as stated in California law, to take other legal action against MediExcel Vision Plan regarding the service or treatment you are requesting.

## **California Law Requires That We Include the Following Statements:**

The California Department of Managed Health Care is responsible for regulating health care

service plans. If you have a grievance against your health plan, you should first telephone your health plan at **(619) 365-4346** or **(664) 634-8555** if dialing from Mexico and use your health plan's grievance process before contacting the department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your health plan, or a grievance that has remained unresolved for more than 30 days, you may call the department for assistance. You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency or urgent medical services. The department also has a toll-free telephone number **(1-888-466-2219)** and a TDD line **(1-877-688-9891)** for the hearing and speech impaired. The department's internet website [www.dmhca.gov](http://www.dmhca.gov) has complaint forms, IMR application forms and instructions online.

Please note that grievances involving rescissions, cancellations and nonrenewal grievances are treated as expedited grievances and the enrollee does not need to submit a grievance first to the health plan. **If you believe your health coverage has been, or will be improperly cancelled, rescinded, or not renewed, you may also call the Department for assistance.**

**This combined evidence of coverage and disclosure form constitutes only a summary of the vision plan. The vision plan contract must be consulted to determine the exact terms and conditions of coverage.**

### **Employee Retirement Income Security Act (ERISA) Notification**

If your employer's health plan is governed by the Employee Retirement Income Security Act ("ERISA"), you may have the right to bring a civil action under Section 502(a) of ERISA if all required reviews of your claim have been completed and your claim has not been approved. You are entitled to, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. Additionally, you and your plan may have other voluntary alternative dispute resolution options, such as mediation.

### **Binding Arbitration**

If you cannot solve your problem through the complaint processes listed above, you can ask for binding arbitration (see below). Binding arbitration is the final step you can take to resolve your complaint with MediExcel Vision Plan.

When you became a member of MediExcel Vision Plan, you agreed to submit all unresolved complaints to binding arbitration, including complaints about medical malpractice. This means that you have agreed to give up your right to a trial by jury and other legal proceedings.

- Arbitration is usually less expensive and takes less time than a lawsuit.
- Arbitration can be requested by either the MediExcel Vision Plan or the MediExcel Vision Plan member.

### **Definition of Binding Arbitration:**

Arbitration is a way to solve disputes, disagreements, or problems without filing a formal lawsuit.



- One or more people, called arbitrators, who are not connected with you or with MediExcel Vision Plan make the final decision on your case.
- Together, you and MediExcel Vision Plan choose and approve the arbitrator(s).
- The arbitrator(s) review the case and then write a decision, called an *opinion*.
- Both you and MediExcel Vision Plan must accept (be bound by) the decision of the arbitrators.

### **How to Request Arbitration:**

Send a written request (also called a *demand*) for arbitration to:

MediExcel Vision Plan  
 Attention: Arbitration Requests  
 750 Medical Center Court, Suite 2  
 Chula Vista, CA 91911

### **Location of Arbitration**

- For matters of arbitration against MediExcel Vision Plan, the location will be in San Diego County using California and U.S. Federal law
- For matters of arbitration against a Mexican healthcare provider, the location will be in Baja California under the jurisdiction of Mexico.

### **Paying for Arbitration:**

**Attorney(s) fees:** You must pay your own attorney's fees if you choose to have an attorney. MediExcel Health Plan pays its attorney's fees.

**Arbitrator(s) Fees:** You and MediExcel Vision Plan share equally the fees and expenses of the arbitrator(s). If you cannot pay your part of the arbitrator's fees and expenses, you may ask MediExcel Vision Plan to pay. Write to MediExcel Vision Plan Member Services and ask for a hardship application. MediExcel Vision Plan will send your application to an independent organization or person to decide if MediExcel Vision Plan should pay for some or all of your part of the arbitrator's fees and expenses.

## **SECTION 12: YOUR RIGHTS AND RESPONSIBILITIES AS A MEMBER OF MEDIEXCEL VISION PLAN**

As a member of MediExcel Vision Plan you have rights to:

- Receive information about your rights and responsibilities.
- Receive information about your Plan, the services your Plan offers you, and the Health Care Providers available to care for you.
- Make recommendations regarding the Plan's member rights and responsibilities policy.
- Receive information about all health care services available to you, including a clear explanation of how to obtain them and whether the Plan may impose certain limitations on those services.
- Know the costs for your care, and whether your deductible or out-of-pocket maximum have been met.
- Choose a Health Care Provider in your Plan's network, and change to another doctor in your Plan's network if you are not satisfied.
- Receive timely and geographically accessible health care.
- Have a timely appointment with a Health Care Provider in your Plan's network, including one with a specialist.
- Have an appointment with a Health Care Provider outside of your Plan's network when your Plan cannot provide timely access to care with an in-network Health Care Provider.
- Certain accommodations for your disability, including:
  - o Equal access to medical services, which includes accessible examination rooms and medical equipment at a Health Care Provider's office or facility.
  - o Full and equal access, as other members of the public, to medical facilities.
  - o Extra time for visits if you need it.
  - o Taking your service animal into exam rooms with you.
- Purchase health insurance or determine Medi-Cal eligibility through the California Health Benefit Exchange, Covered California.
- Receive considerate and courteous care and be treated with respect and dignity.
- Receive culturally competent care, including but not limited to:
  - o Trans-Inclusive Health Care, which includes all Medically Necessary services to treat gender dysphoria or intersex conditions.
  - o To be addressed by your preferred name and pronoun.
- Receive from your Health Care Provider, upon request, all appropriate information regarding your health problem or medical condition, treatment plan, and any proposed appropriate or Medically Necessary treatment alternatives. This information includes available expected outcomes information, regardless of cost or benefit coverage, so you can make an informed decision before you receive treatment.
- Participate with your Health Care Providers in making decisions about your health care, including giving informed consent when you receive treatment. To the extent permitted by law, you also have the right to refuse treatment.

- A discussion of appropriate or Medically Necessary treatment options for your condition, regardless of cost or benefit coverage.
- Receive health care coverage even if you have a pre-existing condition.
- Receive Medically Necessary Treatment of a Mental Health or Substance Use Disorder.
- Receive certain preventive health services, including many without a co-pay, co- insurance, or deductible.
- Have no annual or lifetime dollar limits on basic health care services.
- Keep eligible dependent(s) on your Plan.
- Be notified of an unreasonable rate increase or change, as applicable.
- Protection from illegal balance billing by a Health Care Provider.
- Request from your Plan a second opinion by an Appropriately Qualified Health Care Provider.
- Expect your Plan to keep your personal health information private by following its privacy policies, and state and federal laws.
- Ask most Health Care Providers for information regarding who has received your personal health information.
- Ask your Plan or your doctor to contact you only in certain ways or at certain locations.
- Have your medical information related to sensitive services protected.
- Get a copy of your records and add your own notes. You may ask your doctor or health plan to change information about you in your medical records if it is not correct or complete. Your doctor or health plan may deny your request. If this happens, you may add a statement to your file explaining the information.
- Have an interpreter who speaks your language at all points of contact when you receive health care services.
- Have an interpreter provided at no cost to you.
- Receive written materials in your preferred language where required by law.
- Have health information provided in a usable format if you are blind, deaf, or have low vision.
- Request continuity of care if your Health Care Provider or medical group leaves your Plan or you are a new Plan member.
- Have an Advanced Health Care Directive.
- Be fully informed about your Plan's grievances procedure and understand how to use it without fear of interruption to your health care.
- File a complaint, grievance, or appeal in your preferred language about:
  - o Your Plan or Health Care Provider.
  - o Any care you receive, or access to care you seek.
  - o Any covered service or benefit decision that your Plan makes.
  - o Any improper charges or bills for care.
  - o Any allegations of discrimination on the basis of gender identity or gender expression, or for improper denials, delays, or modifications of Trans-Inclusive Health Care, including Medically Necessary services to treat gender dysphoria or intersex conditions.
  - o Not meeting your language needs.

- Know why your Plan denies a service or treatment.
- Contact the Department of Managed Health Care if you are having difficulty accessing health care services or have questions about your Plan.
- To ask for an Independent Medical Review if your Plan denied, modified, or delayed a health care service.

### **You Have The Right To Be Treated Equally:**

MediExcel Vision Plan and our providers cannot discriminate against you based on your:

- Age, sex, race, skin color, religion, or sexual orientation.
- The country you or your ancestors came from.
- Marital status (married, divorced, single, or in a domestic partnership).
- Health care needs and how often you use services.
- History as a victim of domestic violence.

### **You Have The Right To Have a Copy of Your Medical Records:**

- You may be charged a nominal fee for copies of your medical records. To get a copy of your medical records, call your doctor's office or call MediExcel Health Plan at (619) 365-4346 or (664) 633-8555 if dialing from México. MediExcel Health Plan does not maintain copies of your medical records.

### **You Have The Right To Keep Your Medical Records Private:**

You can ask MediExcel Vision Plan to send you a statement that describes our policies and procedures for keeping medical records private and confidential. Call MediExcel Vision Plan at (619) 365-43462 or (664) 633-5555 if dialing from Mexico.

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

### **You Have The Right To Have An Advance Health Care Directive:**

An Advance Health Care Directive is a form you fill out to tell MediExcel Vision Plan, your doctor, family, and friends about the health care you want if you can no longer make decisions for yourself.

- It explains the types of treatment you want or do not want.
- It allows you to name a person to be your health care agent. This person can be a spouse, family member, friend, or other person you choose. This person can make decisions for you if you can no longer make them for yourself. Your rights as a member of MediExcel Health Plan apply to your health care agent.

### **To Make An Advance Health Care Directive:**

- Fill out an Advance Care Health Directive form. Take time to think about what kind of treatment you do or do not want.
  - Many organizations provide simple forms that you can use to make your Advance Health Care Directive.

- To get a form, call MediExcel Vision Plan at (619) 365-4346, (664) 634-5555 if dialing from Mexico, or call Family Caregiver Alliance at 1-800-445-8106.
- You can hire a lawyer to make your directive if you wish.
- Sign the form and have two other people sign it. Or take it to a Notary Public to witness your signature.
- Keep the original in a safe place. Give copies to your doctor and to your health care agent.
- Talk with your doctor and agent, as well as with family and close friends, to make sure they understand your wishes and will follow them.

### **You Have The Right To Get Information About How MediExcel Vision Plan Does Business:**

- MediExcel Vision Plan may use bonuses and other financial incentives when paying our doctors and other providers. You have the right to request information about these practices. Call MediExcel Vision Plan at (619) 365-4346, (664) 634-5555 if dialing from Mexico.
- You have the right to request a copy of the employer group contract between MediExcel Vision Plan and your Employer. Call MediExcel Vision Plan at (619) 365-4346, (664) 634-5555 if dialing from Mexico.

### **Freedom From Discrimination:**

- Federal and state law requires MediExcel Vision Plan to not refuse enrollment for coverage for several protected categories
- This includes a member's race, color, religion, national origin, ancestry, sex, marital status, sexual orientation, age, or health status of any person who can expect to benefit from this coverage.
- MediExcel Health Plan will not discriminate against any member for filing a grievance.
- If you feel you have been discriminated by MediExcel Vision Plan, call MediExcel Vision Plan at (619) 365-4346, (664) 634-5555 if dialing from Mexico.
- You also have the right to file your discrimination complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the [Office for Civil Rights Complaint Portal](https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf) [<https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf>] or by mail or phone at:

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

### **As a Plan Member, You Have The Responsibility To:**

- Treat all health care providers, health care provider staff, and Plan staff with respect and dignity.
- Share the information needed with your Plan and health care providers, to the extent possible, to help you get appropriate care.

- Participate in developing mutually agreed-upon treatment goals with your health care providers and follow the treatment plans and instructions to the degree possible.
- To the extent possible, keep all scheduled appointments, and call your health care provider if you may be late or need to cancel.
- Refrain from submitting false, fraudulent, or misleading claims or information to your Plan or health care providers.
- Notify your Plan if you have any changes to your name, address, or family members covered under your Plan.
- Timely pay any premiums, copayments, and charges for non-covered services.
- Notify your Plan as soon as reasonably possible if you are billed inappropriately.

## **SECTION 13: NOTICE OF PRIVACY PRACTICES FOR THE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION ("PHI")**

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

### **Protecting Your Privacy**

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

### **Protected Health Information**

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

- your name, address, and other demographic information
- personal information about your circumstances (example: medical information for purposes of diagnosis or treatment with or from physicians, nurses, and facilities)

### **Your Rights**

#### **When It Comes To Your Health Information, You Have Certain Rights**

This section explains your rights and some of our responsibilities to help you.

#### **Get A Copy of Health and Claims Records**

- You can ask to see or get a copy of your health and claims records and other health information we have about you, except psychotherapy notes and information to be used in a lawsuit or administrative proceedings. You can ask us how to do this.
- We will provide a copy or a summary of your health and claims records, usually within 30 days of your request. We may charge a reasonable, cost-based fee.

#### **Ask Us To Correct Health And Claims Records**

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

#### **Request Confidential Communications**

- You can ask us to contact you in a specific way (for example, home or office phone) or to send mail to a different address.
- We will consider all reasonable requests and will say "yes" if you tell us you would be in

danger if we do not.

### **Ask Us To Limit What We Use Or Share**

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

### **Get A List of Those With Whom We’ve Shared Information**

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

### **Get a Copy of this Privacy Notice**

- You can ask for a paper copy of this notice at any time, even if you have agreed to receive the notice electronically, by contacting Member Services. We will provide you with a paper copy promptly. You can also download a copy of this notice.

### **Choose Someone To Act For You**

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

### **File A Complaint If You Feel Your Rights Are Violated**

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

### **Your Choices**

#### **For Certain Health Information, You Can Tell Us Your Choices About What We Share.**

If you have a clear preference for how we share your information in the situations described below, contact us. Tell us what you want us to do, and we will follow your instructions.

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

- Share information with your family, close friends, or others involved in payment for your



- care
- Share information in a disaster relief situation

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

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

- Marketing purposes
- Sale of your information

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

## **Our Uses and Disclosures**

We must disclose your PHI:

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

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

## **How Do We Typically Use or Share Your Health Information?**

### **Help Manage The Health Care Treatment You Receive**

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

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

### **Run Our Organization**

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

*Example: We use health information about you to develop better services, including member*

*satisfaction surveys, compliance and regulatory activities, and grievance and appeals activities.*

## **Pay For Your Health Services**

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

*Example: We share information about you with a hospital or other health care provider to coordinate payment for health services provided to you. We may also provide information to the subscriber of a family policy or another individual for the purpose of handling or understanding medical bills, managing claims, reconciling your deductibles or out of pocket maximum payments.*

## **Administer Your Plan**

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

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

## **How Else Can We Use or Share Your Health Information?**

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

## **Help With Public Health and Safety Issues**

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

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

## **Do Research**

We can use or share your information for health research.

## **Comply With the Law**

We will share information about you if State or Federal (for both United States and Mexico) laws require it, including with the Department of Health and Human Services if it wants to see that we are complying with Federal privacy law.

## **Respond to Organ and Tissue Donation Requests and Work With a Medical Examiner or Funeral Director**

- We can share health information about you with organ procurement organizations.
- We can share health information with a coroner, medical examiner, funeral director, or

forensic pathologist when an individual dies.

## **Address Workers' Compensation, Law Enforcement, and Other Government Requests**

We can use or share health information about you:

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

## **Respond to Lawsuits and Legal Actions**

We can share health information about you in response to a court or administrative order, or in response to a subpoena. For more information, please review your rights under HIPAA

## **Our Responsibilities**

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

As part of normal business, MediExcel Health Plan shares your information with contracted providers (e.g., medical groups, hospitals, social service providers, etc.) or business associates that perform functions on our behalf or with whom we have organized health care arrangements. We may share your contact information (such as your phone number or email) with contracted providers or business associates for communications on your health, or health-related products or services provided by, or included in a plan of benefits of MediExcel Health Plan, its business associates, or its contracted providers. In all cases where your PHI is shared with providers, plan sponsors, and business associates, including those who may have databases stored or accessed outside of the United States, we have a written contract that contains language designed to protect the privacy of your health information.

All of these entities are required to keep your health information confidential and protect the privacy of your information in accordance with State and Federal laws.

For more information, please review this explanation of the [Notice of Privacy Practices](#)

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

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

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This notice applies to enrollees in all MediExcel Health Plan coverage plans.

### **Changes to the Terms of this Notice**

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

This Notice is effective August 1, 2022, and remains in effect until changed.

### **If You Want to File a Complaint**

#### **You Can Write To Us At:**

MediExcel Health Plan  
Attention: Privacy Officer  
750 Medical Center Ct, Suite 2  
Chula Vista, CA 91911

#### **You Can Also Email or Call Us At:**

[memberservices@mediexcel.com](mailto:memberservices@mediexcel.com)  
619.421.1659 TDD/TTY 711

### **For Complaints to the Federal Government**

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

**Online:** <https://www.hhs.gov/ocr/index.html>

**Mail:** U.S. Department of Health and Human Services  
Office for Civil Rights  
200 Independence Avenue, S.W.  
Washington, D.C. 20201

**Telephone:** (877) 696-6775

If you, or someone you're helping, have questions about MediExcel Health Plan, you have the right to get help and information in your language at no cost. To learn more, please view our Notice of Language Assistance in the Member Section of our website [www.mediexcel.com](http://www.mediexcel.com).

MediExcel Health Plan complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. To learn more, please view our Notice of Non-Discrimination in the Member Section of our website at [www.mediexcel.com](http://www.mediexcel.com).

## SECTION 14: DEFINITIONS

**Advance Health Care Directive:** a legal document that tells your doctor, family, and friends about the health care you want if you can no longer make decisions for yourself. It explains the types of special treatment you want or do not want. For more information, contact MediExcel Health Plan or the California Attorney General's Office.

**Appeal** (an appeal is sometimes also called a complaint or a grievance): a written or oral expression of dissatisfaction regarding the plan and/or provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by a member or the member's representative. Where the plan is unable to distinguish between a grievance and an inquiry, it shall be considered a grievance.

**Benefits:** Vision care services covered by your MediExcel Vision Plan.

**Benefit Allowance:** the maximum amount that MediExcel Vision Plan will pay for a specific benefit. The member will need to pay for all amounts exceeding the Benefit Allowance.

**Binding arbitration:** a way to solve disputes between health plans and patients without filing a formal lawsuit and going to court (In arbitration, the health plan and the patient select an independent person to settle the dispute, instead of a judge or jury.)

**Cal-COBRA:** a California Law that lets you keep your group health plan when your job ends or your hours are cut. It may also be available to people who have exhausted their Federal COBRA.

**Certificate of Creditable Coverage:** a document that provides the amount of time you were covered by a previous health plan (you can reduce your new plan's pre-existing condition exclusion by one month for every month you had creditable coverage, as long as the gap in coverage between your previous plan and your new plan is 62 days or less.).

**COBRA:** a federal law that lets you keep your group health plan when your job ends or your hours are cut..

**Complaint:** a written or oral expression of dissatisfaction regarding the plan and/or provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by an enrollee or the enrollee's representative.

**Copay (copayment):** a fee you pay each time you see a doctor, get other services, or fill a prescription

**Covered Services (benefits):** health care services means those Medically Necessary services and supplies that you are entitled to receive under a group agreement and which are described in this Evidence of Coverage or under California health plan law.

**Department of Managed Health Care (DMHC):** The DMHC oversees HMOs and some other health plans in California, including MediExcel Health Plan.

**Dependent:** a person who is covered by another person's health plan, such as a child or a spouse or domestic partner.

**Diagnosis:** identifying the cause of a disease or injury through examining the patient.

**Domestic Partner:** a member's legal domestic partner.

**Emergency Services and Care:** medical screening, examination, and evaluation by a physician, or, to the extent permitted by applicable law, by other appropriate personnel under the supervision of a physician, to determine if an emergency medical condition or active labor exists and, if it does,

the care, treatment, and surgery by a physician necessary to relieve or eliminate the emergency medical condition, within the capability of the facility..

**Evidence of Coverage and Disclosure Form (“EOC”):** any certificate, agreement, contract, brochure, or letter of entitlement issued to a member setting forth the coverage to which the member is entitled.

**Grievance:** a written or oral expression of dissatisfaction regarding the plan and/or provider, including quality of care concerns, and shall include a complaint, dispute, request for reconsideration or appeal made by a member or the member’s representative.

**Group Contract** (also known as Group Subscriber Agreement and Plan Contract): the agreement between MediExcel Vision Plan and the employer that allows employees to obtain the group health plan coverage.

**Group Health Plan:** insurance that is provided by your employer such as your MediExcel Insurance Plan.

**HIPAA (Health Insurance Portability and Accountability Act):** a law that protects your rights to get health insurance and to keep your medical records private.

**HMO:** Health Maintenance Organization .

**Health Care Service Plan:** a company, such as MediExcel Vision Plan, which is licensed by the California Department of Managed Health Care to provide healthcare insurance coverage.

**Health Plan Help Center:** the Health Plan Help Center is a part of the Department of Managed Health Care (DMHC). The Help Center can help you with grievances, appeals, and complaints you may have against your health plan.

**Independent Medical Review (IMR):** a review of your Plan’s denial, modification, or delay of your request for health care services or treatment. The review is provided by the Department of Managed Health Care and conducted by independent medical experts. If you are eligible for an IMR, the IMR process will provide an impartial review of medical decisions made by your Plan related to 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. Your Plan must pay for the services if an IMR decides you need it.

**Member:** a subscriber, enrollee, enrolled employee, or dependent of a subscriber or an enrolled employee, who has enrolled in the MediExcel Vision Plan and for whom coverage is active or live.

**Network:** all the doctors, optical centers, and other providers that have contracts with a health plan to provide health care services to the plan's members

**Open Enrollment:** the time period when you must decide either to stay in your current health plan or to join another health plan that your employer offers (Many employers offer open enrollment for a month every year in the fall.)

**Outpatient:** health care that does not require an overnight stay in a hospital

**Out-of-Network:** health care providers, including doctors, labs, hospitals, and other providers that do not have contracts with MediExcel Health Plan to provide services to the Plan’s members. Out-

of-network services are not covered unless they are emergency or urgent care services or if they are pre-approved by MediExcel Vision Plan.

**Pre-Approval (also referred to as Prior Authorization):** the process of getting approval from MediExcel Vision Plan that is required before you get certain Covered Services. Services that require pre-approval that are received by a member without pre-approval are not Covered Services.

**Premium:** a monthly fee your health plan charges for your health plan coverage, (you may pay part of the premium and your employer or union may pay the rest.)

**Provider:** a professional person, medical group, optical clinic, hospital, or other facility licensed to provide vision or health care services.

**Referral:** when your doctor sends you to another health care provider or facility for more specialized care.

**Second Opinion:** advice you get from a second doctor after the first doctor has made a diagnosis or recommended a certain treatment and you want to make sure it is the right diagnosis or decision for you.

**Service Area:** the geographic area designated by the plan within which a plan shall provide health care services.

**Urgent care:** care for a health problem that is not an emergency but needs attention quickly, before you can get in to see your doctor or if your doctor's office is closed.





## SECTION 15: ASSISTANCE GUIDE FOR DEAF AND/OR DISABLED MEMBERS TO COMMUNICATE WITH MEDIEXCEL HEALTH PLAN

MediExcel Health Plan Member Services Representatives are available by telephone 24/7, are fully bilingual in Spanish and English and can be contact by calling **(619) 365-4346** or **(664) 633-8555** if dialing from Mexico.

If you are deaf, hard of hearing or have a speech impairment, real time assistance services to communicate with MediExcel Health Plan and are available at **no cost** by calling the California Deaf and Disabled Telecommunications Program (DDTP) at **711**. The DDTP serves as a one phone call service in California to provide telephonic communications access for Deaf and Disabled members. DDTP is a free program.

If you have limitations hearing or speaking, a DDTP specially-trained Communications Assistant (CA) can relay telephone conversations for all of your calls, including your communications with Member Services.

You are encouraged to visit the DDTP website [<http://ddtp.cpuc.ca.gov>] to learn more about the various services that make things easier for you to communicate. You may also be eligible for free specialized phones or equipment that make it easier to hear, easier to dial, and easier to call.

The table below also provides direct telephone numbers for other related communication assistance services.

| Type of Call                | Language          | Toll Free Number |
|-----------------------------|-------------------|------------------|
| TTY/VCO/HCO to Voice        | English           | 1-800-735-2929   |
|                             | Spanish           | 1-800-855-3000   |
| Voice to TTY/VCO/HCO        | English           | 1-800-735-2922   |
|                             | Spanish           | 1-800-855-3000   |
| From or to Speech-to-speech | English & Spanish | 1-800-854-7784   |

**TTY** stands for Text Telephone. It is also sometimes called a TDD, or Telecommunication Device for the Deaf.

**VCO** stands for Voice Carry-Over which allows a user who is deaf or hard of hearing to speak directly to the other person on their call.

**HCO** stands for Hearing Carry-Over which allows people with significant difficulty speaking to call anyone and vice versa.

## **SECTION 16: NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE SERVICES FOR MEDIEXCEL HEALTH PLAN MEMBERS**

### **English:**

ATTENTION: Language assistance services, free of charge, are available to you. Call (619) 365-4346. (TTY: 711).

### **Español (Spanish):**

ATENCIÓN: si hablas español, tienes a tu disposición servicios gratuitos de asistencia lingüística. Llama al (619) 365-4346 (TTY: 711).