

# UnitedHealthcare of California

Combined Evidence of Coverage and Disclosure Form (HMO)  
Effective January 1, 2018



## ***Welcome to UnitedHealthcare of California***

Since 1978, we've been providing health care coverage in the state. This publication will help you become more familiar with your health care benefits. It will also introduce you to our health care community.

UnitedHealthcare provides health care coverage to Members who have properly enrolled in our plan and meet our eligibility requirements. To learn more about these requirements, see **Section 1. Member Eligibility**.

### **What is this publication?**

This publication is called a Combined Evidence of Coverage and Disclosure Form. It is a legal document that explains your health care plan and should answer many important questions about your benefits. Many of the words and terms are capitalized because they have special meanings. To better understand these terms, please see **Section 10. Definitions**.

Whether you are the Subscriber of this coverage or enrolled as a Family Member, your Combined Evidence of Coverage and Disclosure Form is a key to making the most of your membership. You'll learn about important topics like how to select a Primary Care Physician and what to do if you need Hospitalization.

### **What else should I read to understand my benefits?**

Along with reading this publication, be sure to review your Schedule of Benefits and any benefit materials. Your Schedule of Benefits provides the details of your particular Health Plan, including any Copayments that you may have to pay when using a health care service. Together, these documents explain your coverage.

### **What if I still need help?**

After you become familiar with your benefits, you may still need assistance. Please don't hesitate to call our Customer Service department at 1-800-367-2660 or 711 (TTY).

**Note:** Your *Combined Evidence of Coverage and Disclosure Form* and *Schedule of Benefits* provide the terms and conditions of your coverage with UnitedHealthcare and all applicants have a right to view these documents prior to enrollment. The *Combined Evidence of Coverage and Disclosure Form* should be read completely and carefully. Individuals with special health needs should pay special attention to those sections that apply to them.

You may correspond with UnitedHealthcare at the following address:

UnitedHealthcare of California  
P.O. Box 30968  
Salt Lake City, UT 84130-0968  
1-800-367-2660

UnitedHealthcare's website is:

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

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# UnitedHealthcare SignatureValue™ Offered by UnitedHealthcare of California

HMO Schedule of Benefits  
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These services are covered as indicated when authorized through your Primary Care Physician in your Participating Medical Group.

## General Features

Calendar Year Deductible	None
Maximum Benefits	Unlimited
Annual Copayment Maximum <sup>1,6</sup>	\$1,000/individual \$2,000 family
PCP Office Visits (All Pediatric PCP Office Visits to age 5 (0 – 5 yrs. of age) regardless if seen for sickness, injury, or preventative apply a \$0 copay)	\$10 Office Visit Copayment
Specialist/Nonphysician Health Care Practitioner Office Visits <sup>2</sup> (Member required to obtain referral to specialist or nonphysician health care practitioner, except for OB/GYN Physician services and Emergency/Urgently Needed Services). (All Pediatric Specialist Office Visits to age 5 (0 – 5 yrs. of age) regardless if seen for sickness, injury, or preventative apply a \$0 copay)	\$10 Office Visit Copayment
Hospital Benefits	No charge
Emergency Services (Copayment waived if admitted)	\$50 Copayment
Urgently Needed Services Urgent care services – services provided <b>within</b> the area served by your medical group	\$10 Copayment
Urgent care services – services provided <b>outside</b> of the area served by your medical group	\$10 Copayment

## Benefits Available While Hospitalized as an Inpatient

Bone Marrow Transplants	No charge
Clinical Trials <sup>3</sup>	Paid at negotiated rate Balance (if any) is the responsibility of the Member
Hospice Services (Prognosis of life expectancy of one year or less)	No charge
Hospital Benefits <sup>4</sup>	No charge
Mastectomy/Breast Reconstruction (After mastectomy and complications from mastectomy)	No charge
Maternity Care <sup>8</sup>	No charge



## Benefits Available While Hospitalized as an Inpatient (Continued)

Mental Health Services including, but not limited to, Residential Treatment Centers Please refer to your UnitedHealthcare of California Combined Evidence of Coverage and Disclosure Form for a description of this coverage.	No charge
Newborn Care <sup>4</sup>	No charge
Physician Care	No charge
Reconstructive Surgery	No charge
Rehabilitation Care (Including physical, occupational and speech therapy)	No charge
Severe Mental Illness Benefit and Serious Emotional Disturbances of a Child Inpatient and Residential Treatment Unlimited days Please refer to your UnitedHealthcare of California Combined Evidence of Coverage and Disclosure Form for a description of this coverage	No charge
Skilled Nursing Facility Care (Up to 100 days per benefit period)	No charge
Termination of Pregnancy (Medical/medication and surgical)	No charge

## Benefits Available on an Outpatient Basis

Allergy Testing/Treatment (Serum is covered) PCP Office Visit Specialist/Nonphysician Health Care Practitioner Office Visit	\$10 Office Visit Copayment \$10 Office Visit Copayment
Ambulance	No charge
Clinical Trials <sup>3</sup>	Paid at negotiated rate Balance (if any) is the responsibility of the Member
Cochlear Implant Devices <sup>5</sup> (Additional Copayment for outpatient surgery or inpatient hospital benefits and outpatient rehabilitation therapy may apply)	No charge
Dental Treatment Anesthesia (Additional Copayment for outpatient surgery or inpatient hospital benefits may apply)	\$10 Copayment
Dialysis (Physician office visit Copayment may apply)	\$10 Copayment per treatment
Durable Medical Equipment <sup>5</sup>	No charge
Durable Medical Equipment for the Treatment of Pediatric Asthma (Includes nebulizers, peak flow meters, face masks and tubing for the Medically Necessary treatment of pediatric asthma of Dependent children under the age of 19.)	No charge
Family Planning (Non-Preventive Care) <sup>9</sup> Vasectomy Depo-Provera Injection – (other than contraception) <sup>9</sup> PCP Office Visit Specialist/Nonphysician Health Care Practitioner Office Visit Depo-Provera Medication – (other than contraception) <sup>9</sup> (Limited to one Depo-Provera injection every 90 days.) Termination of Pregnancy (Medical/medication and surgical)	\$75 Copayment \$10 Office Visit Copayment \$10 Office Visit Copayment \$35 Copayment No charge

## Benefits Available on an Outpatient Basis (Continued)

Hearing Aid - Standard (\$5,000 benefit maximum per calendar year. Limited to one hearing aid (including repair and replacement) per hearing impaired ear every three years.)	No charge
Hearing Aid - Bone Anchored <sup>7</sup> Repairs and/or replacement are not covered, except for malfunctions. Deluxe model and upgrades that are not medically necessary are not covered.	Depending upon where the covered health service is provided, benefits for bone anchored hearing aid will be the same as those stated under each covered health service category in this Schedule of Benefits.
Hearing Exam <sup>2,8</sup> PCP Office Visit	\$10 Office Visit Copayment
Specialist/Nonphysician Health Care Practitioner Office Visit <sup>2</sup>	\$10 Office Visit Copayment
Home Health Care Visits	\$10 Copayment per visit
Hospice Services (Prognosis of life expectancy of one year or less)	No charge
Infertility Services (Please refer to your Infertility Supplement to the Combined Evidence of Coverage and Disclosure Form for a description of this coverage.)	50% of Cost Copayment
Infusion Therapy <sup>5</sup> (Infusion Therapy is a separate Copayment in addition to a home health care or an office visit Copayment. Copayment applies per 30 days or treatment plan, whichever is shorter)	No charge
Injectable Drugs (Outpatient Injectable Medications and Self-Injectable Medications) <sup>5,9</sup> (Copayment not applicable to injectable immunizations, birth control, infertility and insulin. If injectable drugs are administered in a physician's office, office visit Copayment may also apply.)	No charge
Outpatient Injectable Medication	No charge
Self-Injectable Medication	No charge
Laboratory Services (When available through or authorized by your Participating Medical Group. Additional Copayment for office visits may apply)	No charge
Maternity Care, Tests and Procedures <sup>8</sup> PCP Office Visit	No charge
Specialist/Nonphysician Health Care Practitioner Office Visit	No charge
Mental Health Services	
Outpatient Office Visits include: Diagnostic evaluations, assessment, treatment planning, treatment and/or procedures, referral services, and medication management	\$10 Office Visit Copayment
All Other Outpatient Treatment include: Partial Hospitalization/ Day Treatment, Intensive Outpatient Treatment, crisis intervention, outpatient surgery, facility charges for day treatment centers, Behavioral Health Treatment for pervasive developmental disorder or Autism Spectrum Disorders, laboratory charges, or other medical Partial Hospitalization/ Day Treatment and Intensive Outpatient Treatment	No charge
Outpatient Medical Rehabilitation Therapy at a Participating Free-Standing or Outpatient Facility (Including physical, occupational and speech therapy)	
PCP Office Visit	\$10 Office Visit Copayment
Specialist/Nonphysician Health Care Practitioner Office Visit	\$10 Office Visit Copayment
Oral Surgery Services <sup>5</sup>	No charge
Outpatient Surgery at a Participating Free-Standing or Outpatient Surgery Facility	No charge

## Benefits Available on an Outpatient Basis (Continued)

<p>Physician Care</p> <p>PCP Office Visit</p> <p>Specialist/Nonphysician Health Care Practitioner Office Visit (All Pediatric PCP and Specialist Office Visits to age 5 (0 – 5 yrs. of age) regardless if seen for sickness, injury, or preventative apply a \$0 copay)</p>	<p>\$10 Office Visit Copayment</p> <p>\$10 Office Visit Copayment</p>
<p>Preventive Care Services<sup>8,9</sup></p> <p>(Services as recommended by the American Academy of Pediatrics (AAP) including the Bright Futures Recommendations for pediatric preventive health care, the U.S. Preventive Services Task Force with an “A” or “B” recommended rating, the Advisory Committee on Immunization Practices and the Health Resources and Services Administration (HRSA), and HRSA-supported preventive care guidelines for women, and as authorized by your Primary Care Physician in your Participating Medical Group.) Covered Services will include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>▪ Colorectal Screening</li> <li>▪ Hearing Screening</li> <li>▪ Human Immunodeficiency Virus (HIV) Screening</li> <li>▪ Immunizations</li> <li>▪ Newborn Testing</li> <li>▪ Prostate Screening</li> <li>▪ Vision Screening</li> <li>▪ Well-Baby/Child/Adolescent Care (All Pediatric PCP Office Visits to age 5 (0 – 5 yrs. of age) regardless if seen for sickness, injury, or preventative apply a \$0 copay)</li> <li>▪ Well-Woman, including routine prenatal obstetrical office visits, pap smear, and screening mammography</li> <li>▪ Tubal Ligation</li> <li>▪ Insertion/Removal of Intra-Uterine Device (IUD) <ul style="list-style-type: none"> <li>- PCP Office Visit</li> <li>- Specialist Health Care Practitioner Office Visit</li> </ul> </li> <li>▪ Intra-Uterine Device (IUD)</li> <li>▪ Removal of Norplant <ul style="list-style-type: none"> <li>- PCP Office Visit</li> <li>- Specialist Health Care Practitioner Office Visit</li> </ul> </li> </ul> <p>Please refer to your UnitedHealthcare of California Combined Evidence of Coverage and Disclosure Form.</p>	<p>No charge</p>
<p>Prosthetics and Corrective Appliances<sup>5</sup></p>	<p>No charge</p>
<p>Radiation Therapy<sup>5</sup></p> <p>Standard: (Photon beam radiation therapy)</p> <p>Complex: (Examples include, but are not limited to, brachytherapy, radioactive implants and conformal photon beam; Copayment applies per 30 days or treatment plan, whichever is shorter; Gamma Knife and stereotactic procedures are covered as outpatient surgery. Please refer to outpatient surgery for Copayment amount if any)</p>	<p>No charge</p> <p>No charge</p>

## Benefits Available on an Outpatient Basis (Continued)

Severe Mental Illness Benefit and Serious Emotional Disturbances of a Child <b>Please refer to your UnitedHealthcare of California Combined Evidence of Coverage and Disclosure Form for a description of this coverage.</b>	\$10 Office Visit Copayment
Partial Hospitalization/ Day Treatment and Intensive Outpatient Treatment	No charge
Radiology Services <sup>5</sup> Standard (Additional Copayment for office visits may apply) Specialized scanning and imaging procedures (Examples include but are not limited to, CT, SPECT, PET, MRA and MRI – with or without contract media) A separate Copayment will be charged for each part of the body scanned as part of an imaging procedure.	No charge  No charge
Vision Refractions PCP Office Visit Specialist Health Care Practitioner Office Visit	\$10 Office Visit Copayment \$10 Office Visit Copayment

**Note: Benefits with Percentage Copayment amounts are based upon the UnitedHealthcare negotiated rate.**

<sup>1</sup>The Annual Copayment Maximum includes Copayments for UnitedHealthcare benefits, including behavioral health and prescription drug benefits. It does not include standalone, separate and independent Dental, Vision, and Chiropractic benefit plans offered to groups.

<sup>2</sup>Copayments for audiologist and podiatrist visits will be the same as for the PCP.

<sup>3</sup>Clinical Trial services require preauthorization by UnitedHealthcare. If you participate in a Clinical Trial provided by a Non-Participating Provider that does not agree to perform these services at the rate UnitedHealthcare negotiates with Participating Providers, you will be responsible for payment of the difference between the Non-Participating Providers billed charges and the rate negotiated by UnitedHealthcare with Participating Providers, in addition to any applicable Copayments, coinsurance or deductibles.

<sup>4</sup>The inpatient hospital benefits Copayment does not apply to newborns when the newborn is discharged with the mother within 48 hours of the normal vaginal delivery or 96 hours of the cesarean delivery. Please see the Combined Evidence of Coverage and Disclosure Form for more details.

<sup>5</sup>In instances where the negotiated rate is less than your Copayment, you will pay only the negotiated rate. (This footnote only applies to dollar copayments.)

<sup>6</sup>Copayments for certain types of Covered Services do not apply toward the Out-of-Pocket Maximum and will require a Copayment even after the Out-of-Pocket Maximum has been met. The Annual Out-of-Pocket Maximum includes Copayments for UnitedHealthcare benefits including behavioral health and prescription benefits. It does not include standalone, separate and independent Dental, Vision and Chiropractic benefit plans offered to groups. When an individual member of a family unit has paid an amount of Deductible and Copayments for the Calendar Year equal to the Individual Out-of-Pocket Maximum, no further Copayments will be due for Covered Services for the remainder of that Calendar Year. The remaining family members will continue to pay the applicable Copayment until the member satisfies the Individual Out-of-Pocket Maximum or until the family, as a whole, meets the Family Out-of-Pocket Maximum.

<sup>7</sup>Bone anchored hearing aid will be subject to applicable medical/surgical categories (e.g. inpatient hospital, physician fees) only for members who meet the medical criteria specified in the Combined Evidence of Coverage and Disclosure Form. Repairs and/or replacement for a bone anchored hearing aid are not covered, except for malfunctions.

Replacement of external hearing aid components are covered under the Durable Medical Equipment benefit. Deluxe model and upgrades that are not medically necessary are not covered.

<sup>8</sup>Preventive tests/screenings/counseling as recommended by the U.S. Preventive Services Task Force, AAP (Bright Futures Recommendations for pediatric preventive health care) and the Health Resources and Services Administration as preventive care services will be covered as Paid in Full. There may be a separate copayment for the office visit and other additional charges for services rendered. Please call the Customer Service number on your Health Plan ID card.

<sup>9</sup>FDA-approved contraceptive methods and procedures recommended by the Health Resources and Services Administration as preventive care services will be 100% covered. Copayment applies to contraceptive methods and procedures that are **NOT** defined as Covered Services under the Preventive Care Services and Family Planning benefit as specified in the Combined Evidence of Coverage and Disclosure Form.

EACH OF THE ABOVE-NOTED BENEFITS IS COVERED WHEN RENDERED OR AUTHORIZED BY YOUR PARTICIPATING MEDICAL GROUP OR UNITEDHEALTHCARE, EXCEPT IN THE CASE OF A MEDICALLY NECESSARY EMERGENCY OR AN URGENTLY NEEDED SERVICE. A UTILIZATION REVIEW COMMITTEE MAY REVIEW THE REQUEST FOR SERVICES.

Note: This is not a contract. This is a Schedule of Benefits and its enclosures constitute only a summary of the Health Plan.

The Medical and Hospital Group Subscriber Agreement and the UnitedHealthcare of California Combined Evidence of Coverage and Disclosure Form and additional benefit materials must be consulted to determine the exact terms and conditions of coverage. A specimen copy of the contract will be furnished upon request and is available at the UnitedHealthcare office and your employer's personnel office. UnitedHealthcare's most recent audited financial information is also available upon request.

PENDING REGULATORY APPROVAL

**UnitedHealthcare SignatureValue™**  
 Offered by UnitedHealthcare of California  
 HMO Pharmacy Schedule of Benefits

Summary of Benefits	Formulary Generic	Formulary Brand-Name
Retail Pharmacy Copayment (per Prescription Unit or up to 30 days)	\$5	\$20
Mail Service Pharmacy Copayment (up to 3 Prescription Units or up to 90 days)	\$10	\$40

This Schedule of Benefits provides specific details about your prescription drug benefit as well as the exclusions and limitations. Together, this document and the Supplement to the Combined Evidence of Coverage and Disclosure Form as well as the medical Combined Evidence of Coverage and Disclosure Form determine the exact terms and conditions of your prescription drug coverage.

- The Formulary alternative is not appropriate as determined by a review of Physician chart notes. You have been under treatment and remain stable on a non-Formulary prescription drug previously approved by UnitedHealthcare as Medically Necessary that is not excluded from coverage and changing to a Formulary drug is medically inappropriate.
- Your Participating Physician provides evidence in the form of documents, records or clinical trials which establishes that use of the requested non-Formulary drug over the Formulary drug is Medically Necessary, as determined by UnitedHealthcare.

**What do I pay when I fill a prescription?**

You will pay only a Copayment when filling a prescription at a UnitedHealthcare Participating Pharmacy. You will pay a Copayment every time a prescription is filled. Your Copayments are as shown in the grid above.

Contact UnitedHealthcare’s Customer Service department for Formulary information.

**Preauthorization for all Non-Formulary Drugs**

All non-Formulary drugs must be Preauthorized by UnitedHealthcare as Medically Necessary in order to be covered under this pharmacy benefit. If approved, you will pay the applicable generic or brand-name Copayment. Non-Formulary drugs that are not otherwise excluded from coverage may be Preauthorized as Medically Necessary in the following instances. (See “Exclusions and Limitations” section of this Pharmacy Schedule of Benefits for those medications that are excluded from coverage):

- No Formulary alternative is appropriate and the drug is Medically Necessary for patient care, as determined by UnitedHealthcare and consistent with professional practice.
- The Formulary alternative has failed after a therapeutic trial. Your Participating Physician will be asked to provide a copy of the medical chart notes specifically stating treatment failure with the Formulary alternative.

**Preauthorization for Selected Formulary Drugs**

Selected Formulary drugs must also be Preauthorized by UnitedHealthcare to determine that they are Medically Necessary and being prescribed according to treatment guidelines consistent with standard professional practice to be eligible for coverage. If approved, you will pay the applicable generic or brand-name Copayment. For a list of the Formulary medications that require UnitedHealthcare’s Preauthorization, please contact UnitedHealthcare’s Customer Service department.

Please note: If you are prescribed a non-Formulary or Selected Formulary medication for acute treatment that requires immediate use upon Hospital discharge, an urgent care or emergency room visit after normal business hours, you may receive a one-time authorization for coverage. You will need to obtain Preauthorization before refilling this prescription.

**Medication Covered by Your Benefit**

When prescribed by your Participating Physician as Medically Necessary and filled at a Participating Pharmacy, subject to all the other terms and

conditions of this outpatient prescription drug benefit, the following medications are covered:

- Disposable all-in-one prefilled insulin pens, insulin cartridges and needles for nondisposable pen devices are covered when Medically Necessary, in accordance with UnitedHealthcare's Preauthorization process.
- Federal Legend Drugs: Any medicinal substance which bears the legend: "Caution: Federal law prohibits dispensing without a prescription."
- Generic Drugs: Comparable generic drugs may be substituted for brand-name drugs. For brand-name drugs that have Food and Drug Administration (FDA)- approved equivalents, a prescription may be filled with a generic drug unless a specific brand-name drug is Medically Necessary and Preauthorized by UnitedHealthcare, or is on UnitedHealthcare's Selected Brands List. Preauthorization is necessary even if your Physician writes "Dispense as Written" or "Do Not Substitute" on your prescription. A copy of the Selected Brands List is available upon request from UnitedHealthcare's Customer Service department and may be found on UnitedHealthcare's Web site at [www.myuhc.com](http://www.myuhc.com). If you choose to use a medication not included on the Formulary and not Preauthorized by UnitedHealthcare, you will be responsible for the full retail price of the medication. However, you have the option of selecting a non-Formulary brand-name drug that has a generic equivalent on the Formulary at a cost that is generally lower than retail. The cost is the generic Copayment plus the difference between UnitedHealthcare's contracted rate for the generic and brand-name drugs. You will not pay a rate higher than UnitedHealthcare's contracted rate for the brand-name drug. If the brand-name drug with the generic equivalent is Medically Necessary, it may be Preauthorized by UnitedHealthcare. If it is approved, you will only pay your brand-name Copayment.
- Miscellaneous Prescription Drug Coverage: For the purposes of determining coverage, the following items are considered prescription drug benefits and are covered when Medically Necessary: glucagons, insulin, insulin syringes, blood glucose test strips, lancets, inhaler extender devices, urine test strips and anaphylaxis prevention kits (including, but not limited to, EpiPen®, Ana-Kits® and Ana-Guard®). See the medical Combined Evidence of Coverage and Disclosure Form for coverage of other injectable medications in Section Five under "Your Medical Benefits."
- Oral Contraceptives: Federal Legend oral contraceptives, prescription diaphragms and oral medications for emergency contraception.
- State Restricted Drugs: Any medicinal substance that may be dispensed by prescription only, according to state law.

- Sexual Dysfunction Medication: Medically Necessary outpatient prescription medications prescribed by a Participating Physician to treat sexual dysfunction when Preauthorized by UnitedHealthcare. Prescription medications for the treatment of sexual dysfunction are Non-Formulary drugs and require Preauthorization by UnitedHealthcare. Medically necessary prescription medications prescribed for the treatment of sexual dysfunction are limited to eight (8) tablets of Viagra per month, for a Copayment at 50 percent of UnitedHealthcare's contracted rate with the Participating Pharmacy.

## Exclusions and Limitations

While the prescription drug benefit covers most medications, there are some Drugs that are not covered or limited. These drugs are listed below. Some of the following excluded drugs may be covered under your medical benefit. Please refer to Section Five of your medical Combined Evidence of Coverage and Disclosure Form titled "Your Medical Benefits" for more information about medications covered under your medical benefit.

- Administered Drugs: Drugs or medicines delivered or administered to the Member by the prescriber or the prescriber's staff is not covered. Injectable drugs are covered under your medical benefit when administered during a Physician's office visit or self-administered pursuant to training by an appropriate health care professional. Refer to Section Five of your medical Combined Evidence of Coverage and Disclosure Form entitled "Your Medical Benefits" for more information about medications covered under your medical benefit.
- Compounded Medication: Any medicinal substance that has at least one ingredient that is Federal Legend or State Restricted in a therapeutic amount. Compounded medications are not covered unless Preauthorized as Medically Necessary by UnitedHealthcare.
- Diagnostic Drugs: Drugs used for diagnostic purposes are not covered. Refer to Section Five of your medical Combined Evidence of Coverage and Disclosure Form for information about medications covered for diagnostic tests, services and treatment.
- Dietary or nutritional products and food supplements, whether prescription or nonprescription, including vitamins (except prenatal), minerals and fluoride supplements, health or beauty aids, herbal supplements and/or alternative medicine, are not covered. Phenylketonuria (PKU) testing and treatment is covered under your medical benefit including those formulas and special food products that are a part of a diet prescribed by a Participating Physician provided that the diet is Medically Necessary. For additional information,

refer to Section Five of your medical Combined Evidence of Coverage and Disclosure Form.

- Drugs prescribed by a dentist or drugs when prescribed for dental treatment are not covered.
- Drugs when prescribed to shorten the duration of a common cold are not covered.
- Enhancement medications when prescribed for the following nonmedical conditions are not covered: weight loss, hair growth, sexual performance, athletic performance, cosmetic purposes, anti-aging for cosmetic purposes, and mental performance. Examples of drugs that are excluded when prescribed for such conditions include, but are not limited to, Penlac®, Retin-A®, Renova®, Vaniqa®, Propecia®, Lustra®, Xenical® or Meridia®. This exclusion does not exclude coverage for drugs when Preauthorized as Medically Necessary to treat morbid obesity or diagnosed medical conditions affecting memory, including, but not limited to, Alzheimer's dementia.
- Infertility: All forms of prescription medication when prescribed for the treatment of infertility are not covered. If your employer has purchased coverage for infertility treatment, prescription medications for the treatment of infertility may be covered under that benefit. Please refer to Section Five of your medical Combined Evidence of Coverage and Disclosure Form titled "Your Medical Benefits" for additional information.
- Injectable Medications: Except as described under the section "Medications Covered by Your Benefit," injectable medications, including, but not limited to, self-injectables, infusion therapy, allergy serum, immunization agents and blood products, are not covered as an outpatient prescription drug benefit. However, these medications are covered under your medical benefit as described in and according to the terms and conditions of your medical Combined Evidence of Coverage and Disclosure Form. Outpatient injectable medications administered in the Physician's office (except insulin) are covered as a medical benefit when part of a medical office visit. Injectable medications may be subject to UnitedHealthcare's Preauthorization requirements. For additional information, refer to Section Five of your medical Combined Evidence of Coverage and Disclosure Form under "Your Medical Benefits."
- Inpatient Medications: Medications administered to a Member while an inpatient in a Hospital or while receiving Skilled Nursing Care as an inpatient in a Skilled Nursing Facility are not covered under this Pharmacy Schedule of Benefits. Please refer to Section Five of your medical Combined Evidence of Coverage and Disclosure Form titled "Your Medical Benefits" for information on coverage of prescription medications while hospitalized or in a Skilled Nursing Facility. Outpatient prescription drugs are covered for Members receiving Custodial Care in a rest home, nursing home, sanitarium or similar

facility if they are obtained from a Participating Pharmacy in accordance with all the terms and conditions of coverage set forth in this Schedule of Benefits and in the Pharmacy Supplement to the Combined Evidence of Coverage and Disclosure Form. When a Member is receiving Custodial Care in any facility, relatives, friends or caregivers may purchase the medication prescribed by a Participating Physician at a Participating Pharmacy and pay the applicable Copayment on behalf of the Member.

- Investigational or Experimental Drugs: Medication prescribed for experimental or investigational therapies are not covered, unless required by an external, independent review panel pursuant to California Health and Safety Code Section 1370.4. Further information about Investigation and Experimental procedures and external review by an independent panel can be found in the medical Combined Evidence of Coverage and Disclosure Form in Section Five, "Your Medical Benefits" and Section Eight, "Overseeing Your Health Care" for appeal rights.
- Medications dispensed by a non-Participating Pharmacy are not covered except for prescriptions required as a result of an Emergency or Urgently Needed Service.
- Medications prescribed by non-Participating Physicians are not covered except for prescriptions required as a result of an Emergency or Urgently Needed Service.
- New medications that have not been reviewed for safety, efficacy and cost-effectiveness and approved by UnitedHealthcare are not covered unless Preauthorized by UnitedHealthcare as Medically Necessary.
- Non-Covered Medical Condition: Prescription medications for the treatment of a non-covered medical condition are not covered. This exclusion does not exclude Medically Necessary medications directly related to non-Covered Services when complications exceed follow-up care, such as life-threatening complications of cosmetic surgery.
- Off-Label Drug Use. Off Label Drug Use means that the Provider has prescribed a drug approved by the Food and Drug Administration (FDA) for a use that is different than that for which the FDA approved the drug. UnitedHealthcare excludes coverage for Off Label Drug Use, including off label self-injectable drugs, except as described in the medical Combined Evidence of Coverage and Disclosure Form and any applicable Attachments. If a drug is prescribed for Off-Label Drug Use, the drug and its administration will be covered only if it satisfies the following criteria: (1) The drug is approved by the FDA. (2) The drug is prescribed by a participating licensed health care professional. (3) The drug is Medically Necessary to treat the medical condition. (4) The drug has been



recognized for treatment of a medical condition by one of the following: (a) The American Hospital Formulary Service Drug Information, (b) One of the following compendia, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer chemotherapy regimen: (i) The Elsevier Gold Standard's Clinical Pharmacology; (ii) The National Comprehensive Cancer Network Drug and Biologics Compendium; (iii) The Thompson Micromedex DRUGDEX, or (c) Two articles from major peer reviewed medical journals that present data supporting the proposed Off-Label Drug Use or uses as generally safe and effective. Nothing in this section shall prohibit UnitedHealthcare from use of a Formulary, Copayment, technology assessment panel, or similar mechanism as a means for appropriately controlling the utilization of a drug that is prescribed for a use that is different from the use for which that drug has been approved for marketing by the FDA. Denial of a drug as investigational or experimental will allow the Member to use the Independent Medical Review System as defined in the medical Combined Evidence of Coverage and Disclosure Form.

- Over-the-Counter Drugs: Medications (except insulin) available without a prescription (over-the-counter) or for which there is a nonprescription chemical and dosage equivalent available, even if ordered by a Physician, are not covered. All nonprescription (over-the-counter) contraceptive jellies, ointments, foams or devices are not covered. Additionally, certain over-the-counter smoking cessation drugs are covered as preventive, when on the formulary and prescribed by your Physician. For information regarding coverage of certain over-the-counter drugs on the formulary, please contact UnitedHealthcare's Customer Service Department at the toll-free number on the back of your ID card.
- Prior to Effective Date: Drugs or medicines purchased and received prior to the Member's effective date or subsequent to the Member's termination are not covered.
- Replacement of lost, stolen, or destroyed medications are not covered.
- Saline and irrigation solutions are not covered. Saline and irrigation solutions are covered when Medically Necessary, depending upon the purpose for

which they are prescribed, as part of the home health or durable medical equipment benefit. Refer to your medical Combined Evidence of Coverage and Disclosure Form Section Five for additional information.

- Smoking cessation products, including, but not limited to, nicotine gum, nicotine patches, and nicotine nasal spray, are not covered. However, smoking cessation products are covered when the Member is enrolled in a smoking cessation program approved by UnitedHealthcare. For information on UnitedHealthcare's smoking cessation program, refer to the medical Combined Evidence of Coverage and Disclosure Form in Section Five, "Your Medical Benefits," in the section titled "Outpatient Benefits," under "Health Education Services" or contact Customer Service or visit our Web site at [www.myuhc.com](http://www.myuhc.com).
- Therapeutic devices or appliances, including, but not limited to, support garments and other nonmedical substances, insulin pumps and related supplies (these services are provided as durable medical equipment) and hypodermic needles and syringes not related to diabetic needs or cartridges are not covered. Birth control devices and supplies or preparations that do not require a Participating Physician's prescription by law are also not covered, even if prescribed by a Participating Physician. For further information on certain therapeutic devices and appliances that are covered under your medical benefit, refer to your medical Combined Evidence of Coverage and Disclosure Form in Section Five, entitled "Your Medical Benefits" under "Outpatient Benefits" located, for example, in subsections titled "Diabetic Self Management," "Durable Medical Equipment," or "Home Health Care and Prosthetics and Corrective Appliances."
- Workers' Compensation: Medication for which the cost is recoverable under any Workers' Compensation or Occupational Disease Law or any state or government agency, or medication furnished by any other drug or medical service for which no charge is made to the patient is not covered. Further information about Workers' Compensation can be found in the medical Combined Evidence of Coverage and Disclosure Form in Section Six under "Payment Responsibility."

UnitedHealthcare reserves the right to expand the Preauthorization requirement for any drug product.

Questions? Call the HMO Customer Service department at 1-800-367-2660 or 711 (TTY).

PENDING REGULATORY APPROVAL  
**UnitedHealthcare SignatureValue™**  
**Offered by UnitedHealthcare of California**

12/24/24 Vision Summary of Benefits

*Summary of Benefits*

*Copayment*

Exam	\$10
Eyewear	\$10
Frame Allowance or Contact Lenses	\$105

**Vision Care Benefits**

As a special supplement to your UnitedHealthcare Health Plan, you and your family can now enjoy the advantages of vision care coverage.

Vision Care: \$10 Copayment for exams  
 \$10 Copayment for eyewear

Through an arrangement with Vision Service Plan (VSP), you are fully covered when you visit any of the over 4,000 VSP doctors for any of these services:  
 Vision Examinations: A complete analysis, every 12 months, of the eyes and related structures to determine the presence of vision problems, or other abnormalities.

Lenses: Every 24 months, the VSP Panel Doctor will order the proper lenses. The doctor verifies the accuracy of the finished lenses.

Frames: You are provided with an allowance of \$105. This allowance provides coverage for a wide selection of frames. If you choose a frame that exceeds your plan's allowance, you will receive a 20 percent discount on the amount over your allowance. Have your doctor help you choose a frame based on your needs.

Contact Lenses: VSP offers Members preferred pricing and direct delivery on annual supplies of select brands of soft contact lenses. Even if you choose to use your benefit for glasses, you can still take advantage of this program. Visit [www.vsp.com](http://www.vsp.com) or ask your doctor for details.

**You Select the Doctor of Your Choice**

Contact Lenses: Contact lenses are furnished under the VSP Plan when the VSP doctor secures prior approval for the following conditions:

- a. Following cataract surgery
- b. To correct extreme visual acuity problems that cannot be corrected with spectacle lenses
- c. Anisometropia
- d. Keratoconus

When VSP doctors receive approval for such cases, they are fully covered by VSP.

When Members choose contact lenses for other reasons, VSP will make an allowance toward their cost in lieu of all other benefits for that year.

**Procedure for Using the Benefit**

- In order to access vision care benefits, simply contact your VSP Doctor to make an appointment. If you need help locating a VSP Doctor, call 1-800- 367-2660\*, or visit [www.vsp.com](http://www.vsp.com)
- When calling the doctor's office for an appointment for you or your covered Dependents, identify yourself as a VSP patient. Indicate the organization that provides your benefits (Your employer, HMO, trust fund, etc.) and provide your VSP ID number. The VSP doctor will obtain the necessary authorization and information about your eligibility and coverage.
- When the examination has been completed, pay the Copayment(s) to the doctor for the services described herein. VSP will pay the Doctor directly according to its agreement with the doctor.

**Complete Vision Examination Every 12 Months**

- Selecting a doctor from the VSP list assures direct payment to the doctor and quality and cost control. However, if the Member seeks the services of doctor who is not a VSP Doctor, the Member should pay the doctor his or her full fee. The Member will be reimbursed in accordance with a reimbursement schedule.

There is no assurance that the schedule will be sufficient to pay for the examination or the glasses.

Reimbursement benefits are not assignable. Note: When the Member obtains the services from a doctor who is not a VSP doctor and/or obtains glasses from a dispensing optician, the Member should be sure to send the itemized statement of charges to VSP along with the benefit form.

## Exclusions and Limitations

Extra Cost. This plan is designed to cover your vision needs rather than cosmetic materials. If you select any of the following, there will be an extra charge:

- Blended lenses
- Contact lenses (except as noted)
- Oversize lenses
- Progressive multifocal lenses
- Photochromic lenses or tinted lenses other than Pink #1 or Pink #2
- Coated lenses
- Laminated lenses
- A frame that costs more than the plan allowance

## Not Covered

There is no benefit for professional services or materials connected with:

- Orthoptics or vision training and any associated supplemental testing;
- Plano lenses;
- Two pair of glasses in lieu of bifocals;
- Lenses and frames furnished under this program which are lost or broken will not be replaced except at the normal intervals when services are otherwise available;
- Medical or surgical treatment of the eyes;
- Any eye examination, or any corrective eyewear, required by an employer as a condition of employment.

## Reimbursement for Services From an Out-of-Network Provider

If the Member chooses to receive services provided by an out-of-network doctor, the Member must pay that doctor's charges in full and then seek reimbursement from VSP as provided in the Reimbursement Schedule described below. Reimbursement is subject to VSP's determination of the Member's eligibility.

There is no assurance that the amounts shown on the Reimbursement Schedule will be sufficient to pay for the examination for eyeglasses or contact lenses.

Reimbursement benefits are not assignable. The Member needs to mail a copy of the receipt and itemized statement of full payment that includes the eye examination, lens type and frame to VSP. The documents must include:

1. The Member's name and mailing address.
2. The Member's UnitedHealthcare of California identification number.
3. The Member's employer or group name.
4. The Patient's name, relationship to the Member and date of birth.

The data may be submitted on any generic insurance claim form available from your Non-Participating Provider.

All Claims for reimbursement must be submitted within six months of the completion of the services from which the claim is made.

VSP  
P.O. Box 997105  
Sacramento, CA 95899-7105

## Reimbursement Schedule

### Professional Fees

Vision Examination \$35.00

### Materials

Single Vision Lenses, up to \$25.00

Bifocal Lenses, up to \$40.00

Trifocal Lenses, up to \$50.00

Lenticular Lenses, up to \$100.00

Frames, up to \$30.00

Necessary Contact Lenses \$250.00

Cosmetic Contact Lenses \$100.00

The Reimbursement Schedule set forth is based upon the provision of two lenses.

If only one lens is necessary, one-half of the reimbursement allowance will be paid.

PENDING REGULATORY APPROVAL

**Mental Health Services, Substance Related and Addictive Disorder Services and Severe Mental Illness Benefits**

**Offered by U.S. Behavioral Health Plan, California**

Plan BDX

**Schedule of Benefits**

Pre-Authorization is required for certain Mental Health Services, Substance Related and Addictive Disorder Services and Severe Mental Illness Benefits. You do not need to go through your Primary Care Physician, but you must obtain prior authorization through U.S Behavioral Health Plan, California (USBHPC) for Inpatient services, Residential Treatment services, Intensive Outpatient Program Treatment, Outpatient Electro-Convulsive Treatment, and Outpatient Treatment extended beyond 45 minutes, and Psychological Testing, except in the event of an Emergency. USBHPC is available to you toll-free, 24 hours a day, 7 days a week, at 1-800-999-9585.

**Mental Health Services**

Inpatient, Residential and Day Treatment Medically Necessary Mental Health services provided at an Inpatient Treatment Center or a Day Treatment Center	Same as medical plan Inpatient Mental Health Services Copayment <sup>1</sup>
Outpatient Treatment When such Services are provided at the office of a Participating Practitioner or at an Outpatient Treatment Center.	Same as medical plan Outpatient Mental Health Services Copayment
Emergency and Urgently Needed Services <sup>2</sup>	Please refer to your UnitedHealthcare of California Medical Schedule of Benefits for Copay information

**Substance Related and Addictive Disorder Services**

Inpatient Treatment For Medically Necessary treatment of Substance Related and Addictive Disorders, Including Medical Detoxification, when provided at a Participating Facility	No charge
Outpatient Treatment	No charge
Emergency and Urgently Needed Services <sup>2</sup>	Please refer to your UnitedHealthcare of California Medical Schedule of Benefits for Copay information

**Severe Mental Illness Benefit<sup>3</sup>**

Inpatient, Residential and Day Treatment Unlimited days	Same as medical plan Inpatient Mental Health Services Copayment <sup>1</sup>
Outpatient Treatment Unlimited visits	Same as medical plan Outpatient Mental Health Services Copayment
Emergency and Urgently Needed Services <sup>2</sup>	Please refer to your UnitedHealthcare of California Medical Schedule of Benefits for Copay information

<sup>1</sup> Each Hospital Admission may require an additional Copayment. Please refer to your UnitedHealthcare of California Medical Plan Schedule of Benefits.

<sup>2</sup> Emergency and Urgently Needed Services are Medically Necessary behavioral health services required outside the Service Area to prevent serious deterioration of a Member's health resulting from an unforeseen illness or injury manifesting itself by acute symptoms of sufficient severity, including severe pain, and may result in immediate harm to self or others; placing one's health in serious jeopardy; serious impairment of one's functioning; or serious dysfunction of any bodily organ or part, therefore such treatment cannot be delayed until the Member returns to the Service Area. Please refer

to the Supplement to the Combined Evidence of Coverage and Disclosure Form for detailed information on this benefit.

<sup>3</sup> Severe Mental Illness diagnoses include: Anorexia Nervosa; Bipolar Disorder; Bulimia Nervosa; Major Depressive Disorders; Obsessive-Compulsive Disorder; Panic Disorder; Pervasive Developmental Disorder, including Autistic Disorder, Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified, including Atypical Autism; Schizoaffective Disorder; Schizophrenia. In addition, the Severe Mental Illness Benefit includes coverage of Serious Emotional Disturbance of Children (SED). Please refer to the Supplement to the Combined Evidence of Coverage and Disclosure Form for detailed information on this benefit

## Member/Enrollee Rights and Responsibilities

As a Member/Enrollee you have the right to receive information about, and make recommendations regarding, your rights and responsibilities.

### You Have the Right to:

- Be treated with respect and dignity by UnitedHealthcare personnel, network physicians and other health care professionals.
- Privacy and confidentiality for treatments, tests and procedures you receive.
- Voice concerns about the service and care you receive.
- Register complaints and appeals concerning your health plan or the care provided to you.
- Receive timely responses to your concerns.
- Participate in a candid discussion with your physician about appropriate and medically necessary treatment options for your conditions, regardless of cost or benefit coverage.
- Be provided with access to physicians, health care professionals and other health care facilities.
- Participate with your physician and other health care professionals in decisions about your care.
- Receive and make recommendations regarding the organization's member's rights and responsibilities policies.
- Receive information about UnitedHealthcare, our services, network physicians and other health care professionals.
- Be informed of, and refuse to participate in, any experimental treatment.
- Have coverage decisions and claims processed according to regulatory standards, when applicable.
- Choose an Advance Directive to designate the kind of care you wish to receive should you be unable to express your wishes

### Your Responsibilities Are to:

- Know and confirm your benefits before receiving treatment.
- Contact an appropriate health care professional when you have a medical need or concern.
- Show your member ID card before receiving health care services.
- Pay any necessary Copayment at the time you receive treatment.
- Use emergency room services only for injury or illness that, in the judgment of a reasonable person, requires immediate treatment to avoid jeopardy to life or health.
- Keep scheduled appointments.
- Provide information needed for your care.
- Follow agreed-upon instructions and guidelines of physicians and health care professionals.
- Participate in understanding your health problems and developing mutually agreed-upon treatment goals.
- Notify your employer's human resource department of changes in your address or family status.
- Access our website at [www.myuhc.com](http://www.myuhc.com), or call Customer Care at the phone number on the back of your member ID card when you have a question about your eligibility, benefits, claims and more.
- Access our website at [www.myuhc.com](http://www.myuhc.com), or call Customer Care at the phone number on the back of your member ID card to verify that your physician or health care professional is participating in the UnitedHealthcare network before receiving services.

If you have questions or concerns about your rights, please call Customer Service at the phone number listed on the back of your membership card. If you need help with communication, such as help from a language interpreter, Customer Service representatives can assist you.

## PART A – Your Medical and Hospital Benefits

### SECTION 1. MEMBER ELIGIBILITY

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- **Membership Requirements**
- **Adding Family Members**
- **Late Enrollment**
- **Updating Your Enrollment Information**
- **Termination of Enrollment**
- **Coverage Options Following Termination**

*This section describes how you become a UnitedHealthcare Member, as well as how you can add Family Members to your coverage. It will also answer other questions about eligibility, such as when late enrollment is permitted. In addition, you will learn ways you may be able to extend your UnitedHealthcare coverage when it would otherwise terminate.*

#### **Who is a UnitedHealthcare Member?**

There are two kinds of UnitedHealthcare Members: Subscribers and enrolled Family Members (also called Dependents). The Subscriber is the person who enrolls through his or her employer, the County of Los Angeles. The County of Los Angeles, in turn, has signed a Group Agreement with UnitedHealthcare. The following Family Members are eligible to enroll in UnitedHealthcare:

1. The Subscriber's legal spouse or Domestic Partner;
2. The biological children of the Subscriber or the Subscriber's legal spouse or the Domestic Partner (stepchildren) who are under the Limiting Age as established by the County of Los Angeles (for an explanation of "Limiting Age" see **Definitions**);
3. Children who are legally adopted or placed for adoption with the Subscriber, the Subscriber's legal spouse or the Domestic Partner who are under the Limiting Age as established by the County of Los Angeles;
4. Children for whom the Subscriber, the Subscriber's legal spouse or Domestic Partner has assumed permanent legal guardianship. Legal evidence of the guardianship, such as a certified copy of a court order, must be furnished to UnitedHealthcare upon request; and
5. Children for whom the Subscriber, Subscriber's legal spouse or Domestic Partner is required to provide health insurance coverage pursuant to a Qualified Medical Child Support Order assignment order or medical support order, in this section; and
6. Grandchild is a child whose parent is a covered Dependent under the Subscriber's family coverage if the covered Dependent is under 26 years of age.

Your Dependent children cannot be denied enrollment and eligibility due to the following:

- Was born to a single person or unmarried couple;
- Is not claimed as a Dependent on a federal income tax return;
- Does not reside with the Subscriber or within the UnitedHealthcare Service Area.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## **Eligibility**

All Members must meet all eligibility requirements established by the County of Los Angeles and UnitedHealthcare.

UnitedHealthcare's eligibility requirements are:

- Have a Primary Residence within California;
- Have a Primary Residence or Primary Workplace within the Health Plan's Service Area;
- Select a Primary Care Physician within 30 miles of his or her Primary Residence or Primary Workplace (except children enrolled as a result of a Qualified Medical Child Support Order);
- Meet any other eligibility requirements established by the County of Los Angeles, such as exhaustion of a waiting period before an employee can enroll in UnitedHealthcare. The County of Los Angeles will also establish the "Limiting Age," the age limit for providing coverage to unmarried children.

Eligible Family Members must enroll in UnitedHealthcare at the same time as the Subscriber or risk not being eligible to enroll until the employer's next Annual Open Enrollment Period, as explained below. Circumstances which allow for enrollment outside the Annual Open Enrollment Period are also explained below. All applicants for coverage must complete and submit to UnitedHealthcare all applications, medical review questionnaires or other forms or statements that UnitedHealthcare may reasonably request.

Enrollment is the completion of a UnitedHealthcare enrollment form (or a nonstandard enrollment form approved by UnitedHealthcare) by the Subscriber on his or her own behalf or on the behalf of any eligible Family Member. Enrollment is conditional upon acceptance by UnitedHealthcare; the existence of a valid Group Agreement with the County of Los Angeles; and the timely payment of applicable Health Plan Premiums. UnitedHealthcare may, in its discretion and subject to specific protocols, accept enrollment data through an electronic submission.

### **Effective Date of Coverage for New Subscribers and Family Members to be Added Outside Open Enrollment**

Coverage for a newly enrolled Subscriber and his or her eligible Family Members begins on the date agreed to by the County of Los Angeles or under the terms of the signed Group Agreement provided we receive the completed enrollment within 90 days of the date the Subscriber becomes eligible to enroll in the Health Plan.

The effective date of enrollment when adding Family Members outside of the initial or Open Enrollment Period is explained below (Please Note: UnitedHealthcare enrolls applicants in the order that they become eligible and up to our capacity for accepting new Members.)

### **What is a Service Area?**

UnitedHealthcare is licensed by the California Department of Managed Health Care to arrange for medical and Hospital Services in certain geographic areas of California. These service areas are defined by ZIP codes. Please call our Customer Service department for information about UnitedHealthcare's Service Area.

### **Annual Open Enrollment**

Most Members enroll in UnitedHealthcare during the "Annual Open Enrollment Period" established by the County of Los Angeles. This is the period of time established by the County of Los Angeles when its eligible employees and their eligible Family Members may enroll in the employer's health benefit plan. An Annual Open Enrollment Period usually occurs once a year, and enrollment is effective based on a date agreed upon by the County of Los Angeles and UnitedHealthcare.

### **Adding Family Members to Your Coverage**

The Subscriber's legal spouse or Domestic Partner and eligible children may apply for coverage with UnitedHealthcare during the employer's Annual Open Enrollment Period. If you are declining enrollment for

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)



yourself or your Dependents (including your legal spouse or Domestic Partner) because of other health plan insurance or group health plan coverage, you may be able to enroll yourself and your Dependents in UnitedHealthcare if you and your Dependents lose eligibility for that other coverage (or if the Employer Group stops contributing toward your or your Dependents' other coverage). However, you must request enrollment within 90 days after your or your Dependents' other coverage ends (or after the Employer Group stops contributing toward your or your Dependents' other coverage). In addition, if you have a new Dependent as a result of marriage, birth, adoption or placement for adoption, you may be able to enroll yourself and your Dependents. However, you must request enrollment within 90 days after the marriage, birth, adoption or placement for adoption. (Guardianship is not a qualifying event for other Family Members to enroll.)

If you do not enroll your new Family Member within 90 days from the date of event, you may add them during the next Annual Open Enrollment Period.

Under the following circumstances, new Family Members may be added outside the Annual Open Enrollment Period. To obtain more information contact our Customer Service department.

1. **Getting Married.** When a new legal spouse or child becomes an eligible Family Member as a result of marriage, coverage begins on the date of the marriage if we receive a completed application to enroll a legal spouse or child eligible as a result of marriage within 90 days of the marriage.
2. **Entering into a Domestic Partnership.** An application to enroll a Domestic Partner may be made at any time in accordance with the policies and procedures established by the County of Los Angeles.
3. **Having a Baby.** Newborns are covered for the first 30 days of life. In order for coverage to continue beyond the first 30 days of life, the Subscriber must submit a Change Request Form to UnitedHealthcare prior to the expiration of the 90-day period. If you do not enroll the newborn child within 90 days, the newborn is covered for only 31 days (including the date of birth).
4. **Adoption or Placement for Adoption.** Subscriber may enroll an adopted child if Subscriber obtains an adoptive placement from a recognized county or private agency, or if the child was adopted as documented by a health Facility minor release form, a medical authorization form or a relinquishment form, granting you or your legal spouse or Domestic Partner the right to control the health care for the adoptive child, or absent such a document, on the date there exists evidence of the Subscriber's, legal spouse's or Domestic Partner's right to control the health care of the child placed for adoption. For adopted children, coverage is effective on the date of adoption or placement for adoption. Enrollment information must be received within 90 days of the adoption placement.
5. **Guardianship.** To enroll a Dependent child for whom the Subscriber, Subscriber's legal spouse or Domestic Partner has assumed legal guardianship, the Subscriber must submit a Change Request Form to UnitedHealthcare along with a certified copy of a court order granting guardianship within 90 days of when the Subscriber, Subscriber's legal spouse or Domestic Partner assumed legal guardianship. Coverage will be retroactively effective to the date the Subscriber assumed legal guardianship.

### **Qualified Medical Child Support Order**

A Member (or a person otherwise eligible to enroll in UnitedHealthcare) may enroll a child who is eligible to enroll in UnitedHealthcare upon presentation of a request by a District Attorney, State Department of Health Services or a court order to provide medical support for such a Dependent child without regard to any enrollment period restrictions.

A person having legal custody of a child or a custodial parent who is not a UnitedHealthcare Member may ask about obtaining Dependent coverage as required by a court or administrative order, including a Qualified Medical Child Support Order, by calling UnitedHealthcare's Customer Service department. A copy of the court or administrative order must be included with the enrollment information. Information, including, but not limited to, the ID card, *Combined Evidence of Coverage and Disclosure Form* or other available information, including notice of termination, will be provided to the custodial parent, caretaker and/or District Attorney. Coverage will

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begin on the date of the court or administrative order provided we receive the completed enrollment form with the court or administrative order attached and any required Health Plan Premium.

Except for Emergency and Urgently Needed Services, to receive coverage, all care must be provided or arranged in the UnitedHealthcare Service Area by the designated Participating Medical Group, as selected by the custodial parent or person having legal custody.

### **Continuing Coverage for Disabled Dependents**

Certain Dependents who would otherwise lose coverage under the Health Plan due to their attainment of the Limiting Age as determined by the County of Los Angeles may extend their coverage under the following circumstances:

### **Continuing Coverage for Certain Disabled Dependents**

Unmarried enrolled Dependents who attain the Limiting Age of twenty-six (26) established by the County of Los Angeles may continue enrollment in the Health Plan beyond the Limiting Age if the unmarried Dependent meets all of the following:

1. The unmarried Dependent is incapable of self-sustaining employment by reason of a physically or mentally disabling injury, illness or condition; and
2. The unmarried Dependent is chiefly Dependent upon the Subscriber for support and maintenance.

At least 90 days prior to a Disabled Dependent reaching the Limiting Age, UnitedHealthcare will send notice to you, the Subscriber, that coverage for the Disabled Dependent, will terminate at the end of the Limiting Age unless proof of such incapacity and dependency is provided to UnitedHealthcare by the Member within 60 days of receipt of notice. UnitedHealthcare shall determine if the Disabled Dependent meets the conditions above, prior to the Disabled Dependent reaching the Limiting Age. Otherwise, coverage will continue until UnitedHealthcare makes a determination.

UnitedHealthcare may require ongoing proof of a Dependent's incapacity and dependency, but not more frequently than annually after the two-year period following the Dependent's attainment of the Limiting Age. This proof may include supporting documentation from a state or federal agency or a written statement by a licensed psychologist, psychiatrist or other Physician to the effect that such disabled Dependent is incapable of self-sustaining employment by reason of physical or mental disabling injury, illness or condition.

If you are enrolling a disabled child for new coverage, UnitedHealthcare may request initial proof of incapacity and dependency of the child, and then yearly, to ensure that the child continues to meet the conditions above. You, as the Subscriber, must provide UnitedHealthcare with the requested information within 60 days of receipt of the request. The child must have been covered as a dependent of the Subscriber or legal spouse under a previous health plan at the time the child reached the age limit.

### **Late Enrollment**

In addition to a special enrollment period due to the addition of a new legal spouse, Domestic Partner or child, there are certain circumstances when employees and their eligible Family Members may enroll outside of the County of Los Angeles' Annual Open Enrollment Period. These circumstances include:

1. The eligible employee (on his or her own behalf, or on behalf of any eligible Family Members) declined in writing to enroll in UnitedHealthcare when they were first eligible because they had other health care coverage; and
2. UnitedHealthcare cannot produce a written declination statement from the County of Los Angeles or eligible employee stating that prior to declining coverage, the eligible employee (on his or her own behalf, or on behalf of any eligible Family Members) was provided with a written notice specifying that failure to elect coverage with UnitedHealthcare during the initial enrollment period permits the Company to impose, beginning on the date the eligible employee (on his or her behalf, or on behalf of any eligible Dependents) elects coverage under the Health Plan, an exclusion of coverage under the Health Plan for a period of 12

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months unless the eligible employee or Dependent can demonstrate that he or she meets the requirements for late enrollment.

3. The other health care coverage is no longer available due to one of the following events:
  - i. The employee or eligible Family Member has exhausted COBRA continuation coverage under another group Health Plan; or
  - ii. The termination of employment or reduction in work hours of a person through whom the employee or eligible Family Member was covered; or
  - iii. The termination of the other Health Plan coverage; or
  - iv. The cessation of an employer's contribution toward the employee or eligible Family Member coverage; or
  - v. The death, divorce or legal separation of a person through whom the employee or eligible Family Member was covered; or
  - vi. The loss of coverage under the Healthy Families Program as a result of exceeding the program's income or age limits, or loss of no share-of-cost Medi-Cal coverage; or
  - vii. The employee or eligible Family Member incurs a claim that would exceed a lifetime limit on all benefits; or
  - viii. The employee or eligible Family Member previously declined coverage under the Health Plan, but the employee or eligible Family Member becomes eligible for a premium assistance subsidy under Medicaid or Children's Health Insurance Program (CHIP), or the AIM Program. Coverage will begin only if we receive the completed enrollment application and any required Health Plan Premiums within 60 days of the date coverage ended; or
  - ix. Termination of domestic partnership; or
4. The Court has ordered health care coverage be provided for your legal spouse or minor child.

If the employee or an eligible Family Member meets these conditions, the employee must request enrollment with UnitedHealthcare no later than 90 days from the termination of the other Health Plan coverage. UnitedHealthcare may require proof of loss of the other coverage. Enrollment will be effective on the date agreed to by the County of Los Angeles under the terms of the signed Group Agreement or the first day of the calendar month following receipt by UnitedHealthcare of a completed request for enrollment.

### **Changes in Status Summary for Off-Cycle Enrollments**

As described above, you may request a change to your coverage during the year as long as the change is consistent with a qualified change in status as determined by the County of Los Angeles. Qualified changes in status include:

1. You get married.
2. You get divorced, legally separated, or your marriage is annulled.
3. A child is born to you, placed with you for adoption or at the time the adoption becomes finalized as stipulated by a court.
4. Your legal spouse or Dependent dies.
5. Your legal spouse or Dependent begins or ends employment.
6. You, your legal spouse or Dependent have a change in employment status that impacts your hours and you lose or gain eligibility (this includes changes in hours due to strikes and lockouts).

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7. Your Dependent child loses eligibility.
8. You or your legal spouse begin or end an unpaid leave of absence.
9. You, your legal spouse or Dependent change where you live or work and this change affects your eligibility for this Health Plan.

If the employee or an eligible Family Member meets these conditions, the employee must request enrollment with UnitedHealthcare no later than 90 days from the date the event occurred. To add Dependents to your coverage, you must complete the Dependent Enrollment and Coverage Information Form and submit proof that they are your Dependents as required by the County of Los Angeles. To drop Dependents from your coverage, you must submit the completed Dependent Enrollment and Coverage Form to the County of Los Angeles within 90 days from the date the event occurred.

### **Notifying You of Changes in Your Plan**

Amendments, modifications or termination of the Group Agreement by either the County of Los Angeles or UnitedHealthcare do not require the consent of a Member. UnitedHealthcare may amend or modify the Health Plan, including the applicable Premiums, at any time after sending written notice to the Employer Group 210 days prior to the effective date of any amendment or modification. The County of Los Angeles may also change your Health Plan benefits during the contract year. In accordance with UnitedHealthcare's Group Agreement, the County of Los Angeles is obliged to notify employees who are UnitedHealthcare Members of any such amendment or modification.

### **Updating Your Enrollment Information**

Please notify the County of Los Angeles and UnitedHealthcare of any changes to the information you provided on the enrollment application within 90 days of the change. This includes changes to your name, address, telephone number, marital status or the status of any enrolled Family Members. For reporting changes in marital and/or Dependent status, please see "Adding Family Members to Your Coverage." If you wish to change your Primary Care Physician or Participating Medical Group, you may contact UnitedHealthcare's Customer Service department at 1-800-367-2660 or 711 (TTY).

### **About Your UnitedHealthcare Identification (ID) Card**

Your UnitedHealthcare ID card is important for identifying you as a Member of UnitedHealthcare. Possession of this card does not entitle a Member to services or benefits under this Health Plan. A Member should show this card each time he or she visits a Primary Care Physician or, upon referral, any other Participating Provider.

**Important Note:** Any person using this card to receive benefits or services for which he or she is not entitled will be charged for such benefits or services. If any Member permits the use of his or her identification card by any other person, UnitedHealthcare may immediately terminate that Member's membership.

### **Renewal and Reinstatement (Renewal Provisions)**

The County of Los Angeles Group Agreement with UnitedHealthcare renews automatically, on a yearly basis, subject to all terms of the Group Agreement. UnitedHealthcare or the County of Los Angeles may change your Health Plan benefits and Premium at renewal. If the Group Agreement is terminated by UnitedHealthcare, reinstatement is subject to all terms and conditions of the Group Agreement. In accordance with UnitedHealthcare's Group Subscriber Agreement, the County of Los Angeles is required to notify employees who are UnitedHealthcare Members of any such amendment or modification.

If you have questions about the County of Los Angeles' conditions for renewal or reinstatement, please contact your Health Benefits Officer at your place of work.

### **Ending Coverage (Termination of Benefits)**

Usually, your enrollment in UnitedHealthcare terminates when the Subscriber or enrolled Family Member is no longer eligible for coverage under the employer's health benefit plan. In most instances, your Employer Group determines the date in which coverage will terminate. Coverage can be terminated, however, because of other

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circumstances as well, which are described below.

Continuing coverage under this Health Plan is subject to the terms and conditions of the employer's Group Agreement with UnitedHealthcare.

When the Group Agreement between the Employer Group and UnitedHealthcare is terminated, all Members covered under the Group Agreement become ineligible for coverage on the date of termination. If the Group Agreement is terminated by UnitedHealthcare for nonpayment of Premiums, coverage for all Members covered under the Group Agreement will be terminated at the end of the 30-day grace period. The grace period begins after the last day of paid coverage. UnitedHealthcare will continue to provide coverage during the grace period. According to the terms of the Group Agreement, the County of Los Angeles is responsible for notifying you if and when the Group Agreement is terminated, except in the event the Group Agreement is terminated for the nonpayment of Health Plan Premiums. In that circumstance, UnitedHealthcare will notify you directly of such termination.

### **Termination and Rescission of Coverage**

UnitedHealthcare has the right to terminate your coverage under this Health Plan in the following situations:

- For Nonpayment of Premiums. Your coverage may be terminated if the County of Los Angeles failed to pay the required Premiums. UnitedHealthcare will mail the County of Los Angeles a notice at least 30 days before any cancellation of coverage. This Prospective Notice of Cancellation will provide information to your employer regarding the consequences of your employer's failure to pay the Premiums due within 30 days of the date the notice was mailed.

If payment is not received from your employer within 30 days of the date the Prospective Notice of Cancellation is mailed, UnitedHealthcare will cancel the Group Contract and mail you a Notice Confirming Termination of Coverage, which will provide you with the following information:

- That the Group Contract has been cancelled for nonpayment of Premiums.
- The specific date and time when your Group coverage ended.
- The Plan telephone number you can call to obtain additional information, including whether your Employer obtained reinstatement of the Group Contract. This confirmation of reinstatement will be available on request 16 days after the date the Notice Confirming Termination of Coverage is mailed.
- An explanation of your options to purchase continuation coverage, including coverage effective as of the retroactive termination date so you can avoid a break in coverage, and the deadline by which you must elect to purchase such continuation coverage, which will be 63 days after the date the Plan mails you the Notice Confirming Termination of Coverage.

### **Reinstatement of the Contract after Cancellation due to Nonpayment of Premiums**

If the Group Contract is cancelled for the group's nonpayment of Premiums, the Plan will permit reinstatement of the Group Contract once during any 12-month period if the group pays the amounts owed within 30 days of the date the Notice Confirming Termination.

- For Fraud or Intentional Misrepresentation of a Material Fact by Member. Your coverage may be rescinded if you intentionally misrepresent a material fact on your enrollment form or commit fraud which may include, but not be limited to, deception in use of services or facilities of UnitedHealthcare, its Participating Medical Group or other health care Providers or intentionally allow another person to do the same or alter a prescription. Rescinding coverage means that the Group Agreement and Combined Evidence of Coverage and Disclosure Form are void and that no coverage existed at any time. UnitedHealthcare will send the Employer Group and you a written notice via certified mail at least 30 days prior to the effective date of rescission explaining the reasons for the intended rescission and information on how to file an appeal of the decision with the California Department of Managed Health Care.

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- For Fraud or Intentional Misrepresentation of a Material Fact by Employer Group. Your coverage may be terminated, if your Employer Group performed an act, practice or omission that constituted fraud or made an intentional misrepresentation of a fact that was material to the execution of the Group Agreement (including any omissions, misrepresentations, or inaccuracies in the application form) or to the provision of coverage under the Group Agreement. Also, UnitedHealthcare has the right to rescind the Group Agreement back to either: (1) the date of the Group Agreement; or (2) the date of the act, practice or omission, if later. Rescinding coverage means that the Group Agreement and Combined Evidence of Coverage and Disclosure Form are void and that no coverage existed at any time. UnitedHealthcare will send the Employer Group and the Subscriber a written notice via certified mail at least 30 days prior to the effective date of rescission explaining the reasons for the intended rescission and information on how to file an appeal of the decision with the California Department of Managed Health Care.
- For Violation of Employer Group's Contribution or Group Participation Requirements. Your coverage may be terminated if your Employer Group fails to meet the Group Contribution or Group Participation requirements as described in the Group Agreement.
- For Discontinuance of this Health Plan. Your coverage may be terminated if UnitedHealthcare decides to cease offering the Health Plan described in this Combined Evidence of Coverage and Disclosure Form upon 90 days written notice to the Director of the Department of Managed Health Care, the Employer Group and all Members covered under this Health Plan. If this Health Plan is discontinued, UnitedHealthcare will make all other health plans offered to new group business available to your Employer Group.
- For Discontinuance of All New and Existing Health Plans. Your coverage may be terminated if UnitedHealthcare decides to cease offering existing or new health plans in the group market in the State of California upon a minimum of 180 days written notice to the Director of the Department of Managed Health Care, the Employer Group and all Members covered under this Health Plan.

If you believe your policy or coverage has been or will be wrongly canceled, rescinded or not renewed, please refer to "Grievances Involving the Cancellation, Rescission or Non-Renewal of Health Plan" in Section 8. Overseeing Your Health Care Decisions to learn how to request a review by the Department of Managed Health Care ("DMHC") Director.

### **Other Reasons for Termination of Coverage Related to Loss of Eligibility**

In addition to terminating the Group Agreement, UnitedHealthcare may terminate a Member's coverage for any of the following reasons related to loss of eligibility:

- The Member no longer meets the eligibility requirements established by the Group Employer and/or UnitedHealthcare.
- The Member no longer meets the eligibility requirements under the Health Plan because the Member establishes his or her Primary Residence outside the state of California.
- The Member no longer meets the eligibility requirements under the Health Plan because the Member establishes his or her Primary Residence outside the UnitedHealthcare Service Area and does not work inside the UnitedHealthcare Service Area (except for a child subject to a qualified child medical support order, for more information refer to "Qualified Medical Child Support Order" in this section).

### **Termination for Good Cause**

UnitedHealthcare has the right to terminate your coverage under this Health Plan in the following situations:

- Failure to Pay. Your coverage may be terminated if you fail to pay any required Copayments, coinsurance or charges owed to a Provider or UnitedHealthcare for Covered Services. To be subject to termination under this provision, you must have been billed by the Provider for two different billing cycles and have failed to pay or make appropriate payment arrangements with the Provider. UnitedHealthcare will send you written notice, and you will be subject to termination if you do not pay or make appropriate payment arrangements within the 30-day notice period.

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- **Fraud or Intentional Misrepresentation of a Material Fact.** Your coverage may be terminated if you knowingly and intentionally misrepresented a meaningful fact on your enrollment form or fraudulently or deceptively use services or facilities of UnitedHealthcare, its Participating medical Group or other health care Providers (or knowingly allow another person to do the same), including altering a prescription.

If coverage is terminated for any of the above reasons, you forfeit all rights to enroll in the UnitedHealthcare COBRA Plan and lose the right to re-enroll in UnitedHealthcare in the future.

**Under no circumstances will a Member be terminated due to health status or the need for health care services.** If a Member is Totally Disabled when the Group's coverage ends, coverage for the Totally Disabling condition may be extended (please refer below to "Total Disability"). Any Member who believes his or her enrollment has been terminated due to the Member's health status or requirements for health care services may request a review of the termination by the California Department of Managed Health Care. For more information contact our Customer Service department.

**Note:** If a Group Agreement is terminated by UnitedHealthcare, reinstatement with UnitedHealthcare is subject to all terms and conditions of the Group Agreement between UnitedHealthcare and the employer.

### **Ending Coverage – Special Circumstances for Enrolled Family Members**

Enrolled Family Members terminate on the same date of termination as the Subscriber. If there's a divorce, the legal spouse loses eligibility at the end of the month in which a final judgment or decree of dissolution of marriage is entered. Domestic partner coverage may be terminated in accordance with domestic partner policies and procedures established by the County of Los Angeles. Dependent children lose their eligibility if they reach the Limiting Age established by the County of Los Angeles and do not qualify for extended coverage as a Dependent or as a disabled Dependent. Please refer to the section "Continuing Coverage for Certain Disabled Dependents." It may also end when a Dependent child reaches the Limiting Age. Please refer to **Extending Your Coverage** for additional coverage which may be available to you.

### **Total Disability**

If the Group Agreement providing the Subscriber coverage is terminated, and the Subscriber or any enrolled Family Members are Totally Disabled on the date the Group Agreement is terminated, federal law may require the Group's succeeding carrier to provide coverage for the treatment of the condition causing Total Disability. However, in the event that the Subscriber's Group does not contract with a succeeding carrier for health coverage, or in the event that federal law would allow a succeeding carrier to exclude coverage of the condition causing the Total Disability for a period of time, UnitedHealthcare will continue to provide benefits to the Subscriber or any enrolled Family Member for Covered Services directly relating to the condition causing Total Disability existing at the time of termination for a period of up to 12 successive months after the termination. The extension of benefits may be terminated by UnitedHealthcare at such time the Member is no longer Totally Disabled, or at such time as a succeeding carrier is required by law to provide replacement coverage to the Totally Disabled Member without limitation as to the disabling condition.

### **Coverage Options Following Termination (Individual Continuation of Benefits)**

If your coverage through this Combined Evidence of Coverage and Disclosure Form ends, you and your enrolled Family Members may be eligible for additional continuation coverage.

### **Federal COBRA Continuation Coverage**

As the County of Los Angeles is subject to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended (COBRA), you may be entitled to temporarily extend your coverage under the Health Plan at group rates, plus an administration fee, in certain instances where your coverage under the Health Plan would otherwise end. This discussion is intended to inform you, in a summary fashion, of your rights and obligations under COBRA. However, the County of Los Angeles is legally responsible for informing you of your specific rights under COBRA. Therefore, please consult with the County of Los Angeles regarding the availability and duration of COBRA continuation coverage.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## **What is COBRA Continuation Coverage?**

COBRA continuation coverage is a continuation of group health plan coverage when coverage would otherwise end because of a life event known as a “qualifying event.” After a qualifying event, COBRA continuation coverage must be offered to each person who is a “qualified beneficiary.” You, your legal spouse and your Dependent children could become qualified beneficiaries if coverage under the group health plan is lost because of the qualifying event. Qualified beneficiaries who elect COBRA continuation coverage may be required to pay for COBRA continuation coverage. Please consult with the County of Los Angeles regarding any applicable premiums.

If you are a Subscriber covered by this Health Plan, you have a right to choose COBRA continuation coverage if you lose your group health coverage because either of the following qualifying events happens:

- Your hours of employment are reduced to less than the number of hours required for eligibility, or
- Your employment ends for any reason other than gross misconduct on your part.

If you are the legal spouse of a Subscriber covered by this Health Plan, you have the right to choose COBRA continuation coverage for yourself if you lose group health coverage under this Health Plan because any of the following qualifying events happens:

1. Your legal spouse dies;
2. Your legal spouse’s hours of employment are reduced to less than the number of hours required for eligibility;
3. Your legal spouse’s employment ends (for reasons other than his or her gross misconduct);
4. Your legal spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
5. You become divorced or legally separated from your legal spouse.

In the case of a Dependent child of a Subscriber enrolled in this Health Plan, he or she has the right to continuation coverage if group health coverage under this Health Plan is lost because any of the following qualifying events happens:

1. The Subscriber dies;
2. The Subscriber’s hours of employment are reduced to less than the number of hours required for eligibility;
3. Subscriber’s employment ends (for reasons other than his or her gross misconduct);
4. The Subscriber becomes entitled to Medicare benefits (Part A, Part B, or both);
5. The Subscriber becomes divorced or legally separated; or
6. The Dependent child ceases to be a Dependent eligible for coverage under this Health Plan.

## **When is COBRA Coverage Available?**

The County of Los Angeles (or, if applicable, its COBRA administrator) will offer COBRA continuation coverage to qualified beneficiaries only after they have been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the Subscriber, or the Subscriber becoming entitled to Medicare benefits (under Part A, Part B, or both), your Employer Group must notify its COBRA administrator of the qualifying event. (Similar rights may apply to certain retirees, legal spouses and Dependent children if the County of Los Angeles commences a bankruptcy proceeding and these individuals lose coverage.)

## **You Must Give Notice of Some Qualifying Events**

For the other qualifying events (divorce or legal separation of the Subscriber or a Dependent child losing eligibility for coverage as a Dependent child under the Health Plan), the Subscriber or enrolled Family Member has the responsibility to inform the County of Los Angeles (or, if applicable, its COBRA administrator) within 60

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days after the qualifying event occurs. Please consult the County of Los Angeles regarding its plan procedures for providing notice of qualifying events.

### **How is COBRA Coverage Provided?**

Once the County of Los Angeles (or, if applicable, its COBRA administrator) receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered by the County of Los Angeles (or its COBRA administrator) to each of the qualified beneficiaries. Under federal law, you must be given at least 60 days to elect COBRA continuation coverage. The 60-day election period is measured from the later of:

1. the date coverage ends due to a qualifying event; or
2. the date you receive the election notice provided by your Employer Group (or its COBRA administrator).

Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Subscribers covered by this Health Plan may elect COBRA continuation coverage on behalf of their legal spouses and parents or legal guardians may elect COBRA continuation coverage on behalf of Dependent children. **If you do not choose COBRA continuation coverage on a timely basis, your group health insurance coverage under this Health Plan will end.**

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the Subscriber, the Subscriber becoming entitled to Medicare benefits (under Part A, Part B, or both), the Subscriber's divorce or legal separation, or a Dependent child's losing eligibility as a Dependent child under this Health Plan, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the Subscriber's hours of employment, and the Subscriber became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the Subscriber lasts until 36 months after the date of Medicare entitlement. For example, if a Subscriber becomes entitled to Medicare eight (8) months before the date on which his employment terminates, COBRA continuation coverage for his legal spouse and Dependent children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus eight (8) months). Otherwise, when the qualifying event is the end of employment or reduction of the Subscriber's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

### **Disability Extension of 18-Month Period of Continuation Coverage**

If you or any of your Family Members covered under this Health Plan is determined by the Social Security Administration to be disabled and you notify the County of Los Angeles (or, if applicable, its COBRA administrator) in a timely fashion, you and your entire Family Members may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage. Please consult with the County of Los Angeles regarding their plan procedures for providing notice of disability.

### **Second Qualifying Event Extension of 18-Month Period of Continuation Coverage**

If a Family Member experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the legal spouse and Dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the County of Los Angeles (or, if applicable, COBRA administrator). This extension may be available to the legal spouse and any Dependent children receiving continuation coverage if the Subscriber dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the Dependent child stops being eligible under this Health Plan as a Dependent child, but only if the event would have caused the legal spouse or Dependent child to lose coverage under this Health Plan had the first qualifying event not occurred.

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Please contact your Employer Group (or, if applicable, its COBRA administrator) for more information regarding the applicable length of COBRA continuation coverage available.

### **COBRA May Terminate Before Maximum Coverage Period Ends**

Under COBRA, the continuation coverage may terminate before the maximum coverage period if any of the following events occur:

1. The County of Los Angeles no longer provides group health coverage to any of its employees;
2. The premium for continuation coverage is not paid on time;
3. The qualified beneficiary becomes covered after the date he or she elects COBRA continuation coverage under another group health plan that does not contain any exclusion or limitation;
4. The qualified beneficiary becomes entitled to Medicare after the date he or she elects COBRA continuation coverage; or
5. The qualified beneficiary extends coverage for up to 29 months due to disability and there has been a final determination that the individual is no longer disabled.

### **COBRA Premium**

Under the law, you may have to pay all of the premium for your continuation coverage. Premiums for COBRA continuation coverage is generally 102 percent of the applicable Health Plan Premium. However, if you are on a disability extension, your cost will be 150 percent of the applicable Premium. You are responsible for the timely submission of the COBRA premium to the Employer Group or COBRA administrator. The County of Los Angeles or COBRA administrator is responsible for the timely submission of Premium to UnitedHealthcare.

### **If You Have Questions About COBRA**

If you have any questions about your COBRA continuation coverage rights, please contact the County of Los Angeles.

### **1401 Extended Continuation Coverage After COBRA**

In the event your COBRA coverage began on or after January 1, 2003, and you have used all of your COBRA benefits as described above, you may be eligible to continue benefits under California Continuation Coverage at 110 percent of the Premium charged for similarly situated eligible employees currently working at your former employment. A notice will be provided to you by UnitedHealthcare at the time your COBRA benefits will run out, allowing up to 18 more months under California Continuation COBRA. However, your California Continuation COBRA benefits will not exceed a combined total of 36 months from the date COBRA coverage began.

**Example:** As a result of termination from the County of Los Angeles (for reasons other than gross misconduct), you applied for and received 18 continuous months of group Health Plan benefits under your federal COBRA benefits. California Continuation COBRA may extend your benefits another 18 consecutive months. Your combined total of benefits between COBRA and California Continuation COBRA is 36 months.

### **1401 Extended Continuation Coverage Enrollment and Premium Information After COBRA**

You must notify UnitedHealthcare within 60 days from the date your COBRA coverage terminated or will terminate because of your qualifying event if you wish to elect this continuation coverage; or within 60 days from the date you received notice from UnitedHealthcare. If you fail to notify UnitedHealthcare within 60 days of the date of your qualifying event, you will lose your rights to elect and enroll on California Continuation Coverage after COBRA. The 60-day period will be counted from the event which occurred last. Your request must be in writing and delivered to UnitedHealthcare by first-class mail, or other reliable means of delivery, including personal delivery, express mail or private courier company. Upon receipt of your written request, an enrollment package to elect coverage will be mailed to you by UnitedHealthcare. You must pay your initial Premiums to UnitedHealthcare within 45 days from the date UnitedHealthcare mails your enrollment package

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after you notified UnitedHealthcare of your intent to enroll. Your first Premium must equal the full amount billed by UnitedHealthcare. Your failure to submit the correct Premium amount billed to you within the 45-day period, which includes checks returned to UnitedHealthcare by your financial institution for non-sufficient funds (NSF), will disqualify you from this available coverage and you will not be allowed to enroll.

**Note:** In the event you had a prior qualifying event and you became entitled to enroll on COBRA coverage prior to January 1, 2003, you are not eligible for an extension of these benefits under California Continuation COBRA, even if you enroll in UnitedHealthcare on or after January 1, 2003. Your qualifying event is the first day in which you were initially no longer eligible for your group Health Plan coverage from the County of Los Angeles, regardless of who your prior insurance carrier may have been at that time.

### **Termination of 1401 Extended Continuation Coverage After COBRA**

Your coverage under 1401 Extended California Continuation Coverage will terminate when:

1. You have received 36 months of continuation coverage after your qualifying event date; or
2. If you cease or fail to make timely Premiums; or
3. The County of Los Angeles or any successor employer ceases to provide any group benefit plan to his or her employees; or
4. You no longer meet eligibility for UnitedHealthcare coverage, such as moving outside the UnitedHealthcare Service Area.
5. The contract for health care services between the County of Los Angeles and UnitedHealthcare is terminated; or
6. You become entitled for Medicare. Note: If you were eligible for the 29-month extension as a result of disability and you are later determined by the Social Security Administration to no longer be disabled, your benefits will terminate the later of 36 months after your qualifying event or the first of the month following 31 days from date of the final Social Security Administration determination, but only if you send the Social Security Administration notice to UnitedHealthcare within 30 days of the determination.
7. If you were covered under a prior carrier and the County of Los Angeles replaces your prior coverage with UnitedHealthcare coverage, you may continue the remaining balance of your unused coverage with UnitedHealthcare, but only if you enroll with and pay Premiums to UnitedHealthcare within 30 days of receiving notice of your termination from the prior group Health Plan.

If the contract between the County of Los Angeles and UnitedHealthcare terminates prior to the date your continuation coverage would terminate under California Continuation COBRA, you may elect continuation coverage under the County of Los Angeles's new benefit plan for the remainder of the time period you would have been covered under the prior group benefit plan.

### **Uniformed Services Employment and Reemployment Rights Act**

Continuation coverage under this Health Plan may be available to you through the County of Los Angeles under the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (USERRA). The continuation coverage is equal to, and subject to the same limitations as, the benefits provided to other Members regularly enrolled in this Health Plan. These benefits may be available to you if you are absent from employment by reason of service in the United States uniformed services, up to the maximum 24-month period if you meet the USERRA requirements. USERRA benefits run concurrently with any benefits that may be available through COBRA. The County of Los Angeles will provide written notice to you for USERRA continuation coverage.

If you are called to active military duty and are stationed outside of the Service Area, you or your eligible Dependents must still maintain a permanent address inside the Service Area and must select a Participating Medical Group within 30 miles of that address. To obtain coverage, all care must be provided or arranged in

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the Service Area by the designated Participating Medical Group, except for Emergency and Urgently Needed Services.

The Health Plan Premium for USERRA Continuation of benefits is the same as the Health Plan Premium for other UnitedHealthcare Members enrolled through the County of Los Angeles plus a two percent additional surcharge or administrative fee, not to exceed 102 percent of the County of Los Angeles' active group Premium. The County of Los Angeles is responsible for billing and collecting Health Plan Premiums from you or your Dependents and will forward your Health Plan Premiums to UnitedHealthcare along with your employer's Health Plan Premiums otherwise due under this Agreement. Additionally, the County of Los Angeles is responsible to maintain accurate records regarding USERRA continuation Member Health Plan Premium, qualifying events, terminating events and any other information that may be necessary for UnitedHealthcare to administer this continuation benefit.

### **California Military Families Financial Relief Act**

Members of the United States Military Reserve and National Guard who terminate coverage as a result of being ordered to active duty on or after January 1, 2007, may have their coverage reinstated without waiting periods or exclusion of coverage for preexisting conditions. Please contact Member Service for information on how to apply for reinstatement of coverage following active duty as a reserve.

## SECTION 2. GETTING STARTED – YOUR PRIMARY CARE PHYSICIAN

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- **What is a Primary Care Physician?**
- **What is a Subscriber?**
- **What is a Participating Medical Group?**
- **Your Provider Directory**
- **Choosing Your Primary Care Physician**
- **Continuity of Care**
- **Timely Access To Care**

One of the first things you do when joining UnitedHealthcare is to select a Primary Care Physician. This is the doctor in charge of overseeing your care through UnitedHealthcare. This section explains the role of the Primary Care Physician, as well as how to make your choice. You'll also learn about your Participating Medical Group and how to use your Provider Directory.

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

### **Introduction**

Now that you're a UnitedHealthcare Member, it's important to become familiar with the details of your coverage. Reading this publication will help you go a long way toward understanding your coverage and health care benefits. It's written for **all** our Members receiving this plan, whether you're the Subscriber or an enrolled Family Member.

Please read this Combined Evidence of Coverage and Disclosure Form along with any supplements you may have with this coverage. You should also read and become familiar with your Schedule of Benefits, which lists the benefits and costs unique to your plan.

### **What is a Primary Care Physician?**

When you become a Member of UnitedHealthcare, one of the first things you do is choose a doctor to be your Primary Care Physician. This is a doctor who is contracted with UnitedHealthcare and who is primarily responsible for the coordination of your health care services. A Primary Care Physician is trained in internal medicine, general practice, family practice, pediatrics or obstetrics/gynecology. At times, others may participate in the coordination of your health care services, such as a Hospitalist (Please refer to **Section 3. Seeing Your Doctor** for information on Hospitalist programs).

Unless you need Emergency or Urgently Needed care, your Primary Care Physician is your first stop for using these medical benefits. Your Primary Care Physician will also seek authorization for any referrals, as well as initiate and coordinate any necessary Hospital Services. Either your Primary Care Physician or a Hospitalist may provide the coordination of any necessary Hospital Services.

All Members of UnitedHealthcare are required to have a Primary Care Physician. If you don't select one when you enroll, UnitedHealthcare will choose one for you. Except in an urgent or emergency situation, if you see another health care Provider without the approval of either your Primary Care Physician, Participating Medical Group or UnitedHealthcare, the costs for these services will not be covered.

### **What is the difference between a Subscriber and an enrolled Family Member?**

While both are Members of UnitedHealthcare, there's a difference between a Subscriber and an enrolled Family Member. A Subscriber is the Member who enrolls through his or her employment after meeting the eligibility requirements of the County of Los Angeles and UnitedHealthcare. A Subscriber may also contribute toward a portion of the Premiums paid to UnitedHealthcare for his or her health care coverage for himself or herself and any enrolled Family Members. An enrolled Family Member is someone such as a legal spouse, Domestic Partner, or child whose Dependent status with the Subscriber allows him or her to be a Member of UnitedHealthcare. Why point out the difference? Because Subscribers often have special responsibilities,

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including sharing benefit updates with any enrolled Family Members. Subscribers also have special responsibilities that are noted throughout this publication. If you're a Subscriber, please pay attention to any instructions given specifically for you. For a more detailed explanation of any terms, see the **Definitions** section of this publication.

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

### **Choosing a Primary Care Physician**

When choosing a Primary Care Physician, you should always make certain your doctor meets the following criteria:

- Your doctor is selected from the list of Primary Care Physicians in UnitedHealthcare's *Provider Directory*.
- Your doctor is located within 30 miles of either your Primary Residence or Primary Workplace.

You'll find a list of our participating Primary Care Physicians in the Provider Directory. It's also a source for other valuable information. (Note: If you are pregnant, please read the section below, "If You Are Pregnant," to learn how to choose a Primary Care Physician for your newborn.)

### **What is a Participating Medical Group?**

When you select a Primary Care Physician, you are also selecting a Participating Medical Group. This is the group that's affiliated with both your doctor and UnitedHealthcare. If you need a referral to a specialist or Non-Physician Health Care Practitioner, you will generally be referred to a doctor, Non-Physician Health Care Practitioner or service within this group. Since Participating Medical Groups are independent contractors not employed by UnitedHealthcare, each has its own unique network of affiliated specialists and Providers. Only if a Specialist, Non-Physician Health Care Practitioner or service is unavailable will you be referred to a health care Provider outside your medical group.

To learn more about a particular Participating Medical Group, look in your Provider Directory, where you will find addresses and phone numbers and other important information about Hospital affiliations or any restrictions limiting the availability of certain Providers.

### **Your *Provider Directory* – Choice of Physicians and Hospitals (Facilities)**

Along with listing our Participating Physicians, your Provider Directory has detailed information about our Participating Medical Groups and other Providers. This includes a QUALITY INDEX<sup>®</sup> for helping you become familiar with our Participating Medical Groups. Every Subscriber should receive a Provider Directory. If you need a copy or would like assistance picking your Primary Care Physician, please call our Customer Service department. You can also find an online version of the Directory at [www.myuhc.com](http://www.myuhc.com).

**Note:** If you are seeing a Participating Provider who is not a part of a Medical Group, your doctor will coordinate services directly with UnitedHealthcare.

### **Choosing a Primary Care Physician for Each Enrolled Family Member**

Every UnitedHealthcare Member must have a Primary Care Physician; however, the Subscriber and any enrolled Family Members don't need to choose the same doctor. Each UnitedHealthcare Member can choose his or her own Primary Care Physician, so long as the doctor is selected from UnitedHealthcare's list of Primary Care Physicians and the doctor is located within 30 miles of either the Member's Primary Residence or Primary Workplace.

If a Family Member doesn't make a selection during enrollment, UnitedHealthcare will choose the Member's Primary Care Physician. (**Note:** If an enrolled Family Member is pregnant, please read below to learn how to choose a Primary Care Physician for the newborn.)

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## Continuity of Care for New Members at the Time of Enrollment

Under certain circumstances, as a new Member of UnitedHealthcare, you may be able to continue receiving services from a Non-Participating Provider to allow for the completion of Covered Services provided by a Non-Participating Provider, if you were receiving services from that Provider at the time your coverage became effective, for one of the Continuity of Care Conditions as limited and described in **Section 10. Definitions**.

This Continuity of Care assistance is intended to facilitate the smooth transition in medical care across health care delivery systems for new Members who are undergoing a course of treatment when the Member or the Member's employer changes Health Plans during open enrollment.

For a Member to continue receiving care from a Non-Participating Provider, the following conditions must be met:

1. Continuity of Care services from Non-Participating Provider must be Preauthorized by UnitedHealthcare or the Member assigned Participating Provider;
2. The requested treatment must be a Covered Service under this Plan;
3. The Non-Participating Provider must agree in writing to meet the same contractual terms and conditions that are imposed upon UnitedHealthcare's Participating Providers, including location within UnitedHealthcare's Service Area, payment methodologies and rates of payment.

Covered Services for the Continuity of Care Condition under treatment by the Non-Participating Provider will be considered complete when:

1. The Member's Continuity of Care Condition under treatment is medically stable; and
2. There are no clinical contraindications that would prevent a medically safe transfer to a Participating Provider as determined by a UnitedHealthcare Medical Director in consultation with the Member, the Non-Participating Provider and as applicable, the newly enrolled Member's assigned Participating Provider.

Continuity of Care also applies to those new UnitedHealthcare Members who are receiving Mental Health care services from a Non-Participating Mental Health Provider at the time their coverage becomes effective.

Members eligible for continuity of mental health care services may continue to receive mental health services from a Non-Participating Provider for a reasonable period of time to safely transition care to a Mental Health Participating Provider. Please refer to "Inpatient Benefits, Outpatient Benefits" and "Exclusions and Limitations of Benefits" in **Section 6. Your Medical Benefits** of the UnitedHealthcare *Combined Evidence of Coverage and Disclosure Form*, and the *Schedule of Benefits* for supplemental mental health care coverage information, if any. For a description of coverage of mental health care services, please refer to the behavioral health supplement to this *Combined Evidence of Coverage and Disclosure Form*. A Non-Participating Mental Health Provider means a psychiatrist, licensed psychologist, licensed marriage and family therapist or licensed clinical social worker who has not entered into a written agreement with the network of Providers from whom the Member is entitled to receive Covered Services.

If a Covered Person is receiving treatment for any of the specified Continuity of Care Conditions, and believes he or she qualifies for continued care with the Terminating Provider, please call the Customer Service department and request the form "Request for Continuity of Care Benefits." Complete and return the form to the Company as soon as possible. The address is:

UnitedHealthcare of California  
Attention: Continuity of Care Department  
Mail Stop: CA124-0181  
P.O. Box 30968  
Salt Lake City, UT 84130-0968  
Fax: 1-888-361-0514

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

All Continuity of Care requests will be reviewed on a case-by-case basis. Reasonable consideration will be given to the severity of the newly enrolled Member's condition and the potential clinical effect of a change in Provider regarding the Member's treatment and outcome of the condition under treatment.

UnitedHealthcare's Health Services department will complete a clinical review of your Continuity of Care request for the completion of Covered Services with a Non-Participating Provider and the decision will be made and communicated in a timely manner appropriate to the nature of your medical condition. In most instances, decisions for non-urgent requests will be made within five (5) business days of UnitedHealthcare's receipt of the completed form. You will be notified of the decision by telephone and provided with a plan for your continued care. Written notification of the decision and plan of care will be sent to you, by U.S. mail, within two (2) business days of making the decision. If your request for continued care with a Non-Participating Provider is denied, you may appeal the decision. (To learn more about appealing a denial, please refer to **Section 8. Overseeing Your Health Care.**)

If you have any questions, would like a description of UnitedHealthcare's continuity of care process, or want to appeal a denial, please contact our Customer Service department.

**Please note:** It's not enough to simply prefer receiving treatment from a former Physician or other Non-Participating Provider. You should not continue care with a Non-Participating Provider without our formal approval. If you do not receive Preauthorization from UnitedHealthcare or your Participating Medical Group, payment for routine services performed by a Non-Participating Provider will be your responsibility.

### **If You Are Pregnant**

Every Member of UnitedHealthcare needs a Primary Care Physician, including your newborn. Newborns are assigned to the mother's Participating Medical Group from birth until discharge from the Hospital. You may request to reassign your newborn to a different Primary Care Physician or Participating Medical Group following the newborn's discharge by calling UnitedHealthcare's Customer Service department. If a Primary Care Physician isn't chosen for your child, the newborn will remain with the mother's Primary Care Physician or Participating Medical Group. If you call the Customer Service Department by the 15th of the current month, your newborn's transfer will be effective on the first day of the following month. If the request for transfer is received after the 15th of the current month, your newborn's transfer will be effective on the first day of the following month. If the request for transfer is received after the 15th of the current month, your newborn's transfer will be effective the first day of the second succeeding month. For example, if you call UnitedHealthcare on June 12th to request a new doctor for your newborn, the transfer will be effective on July 1st. If you call UnitedHealthcare on June 16th, the transfer will be effective August 1st. In order for coverage to continue beyond the first 30 days of life, the Subscriber must submit a request to add the baby to the County of Los Angeles prior to the expiration of the 90-day period to continue coverage beyond the first 30 days of life. If you do not enroll the newborn child within 90 days, the newborn is covered for only 31 days (including the date of birth).

If your newborn has not been discharged from the Hospital, is being followed by the Case Management or is receiving acute institutional care at the time of your request, a change in your newborn's Primary Care Physician or Participating Medical Group will not be effective until the first day of the second month following the newborn's discharge from the institution or termination of treatment. When UnitedHealthcare's Case Management is involved, the Case Manager is also consulted about the effective date of your requested Physician change for your newborn.

You can learn more about changing Primary Care Physicians in **Section 5. Changing Your Doctor or Medical Group.** (For more about adding a newborn to your coverage, see **Section 1. Member Eligibility.**)

### **Does your Group or Hospital restrict any reproductive services?**

Some Hospitals and other Providers do not provide one or more of the following services that may be covered under your plan contract and that you or your Family Member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective doctor, medical group, independent practice association, or clinic, or call the UnitedHealthcare

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)



Health Plan Customer Service department at 1-800-367-2660 or 711 (TTY) to ensure that you can obtain the health care services that you need.

If you have chosen a Participating Medical Group that does not provide the family planning benefits you need, and these benefits have been purchased by the County of Los Angeles, please call our Customer Service department.

### Timely Access To Care

The purpose of the timely access law is to make sure you get the care you need. Sometimes you need appointments even sooner than the law requires. In this case, your doctor can request that the appointment be sooner.

Sometimes waiting longer for care is not a problem. Your provider may give you a longer wait time if it would not be harmful to your health. It must be noted in your record that a longer wait time will not be harmful to your health.

#### In-person appointment wait times:

<b>Urgent Appointments</b>	<b>Wait time</b>
For services that don't need prior authorization	48 hours
For services that do need prior authorization	96 hours
<b>Non-Urgent Appointments</b>	<b>Wait time</b>
Primary care appointment	10 business days
Specialist appointment	15 business days
Appointment with a mental health care provider (who is not a physician)	10 business days
Appointment for other services to diagnose or treat an injury, illness or other health condition	15 business days

#### Telephone wait times:

You can call 24-hours-a-day, 7 days a week to talk to a qualified health professional to decide if your health problem is urgent. If someone needs to call you back, they must call you within 30 minutes. Look for the phone number on your health plan membership card.

If you call your plan's customer service phone number, someone should answer the phone within 10 minutes during normal business hours.

#### Important Language Information:

You may be entitled to the right and services below. These rights apply only under California law. These rights do not apply to all languages.

You can get an interpreter to help you talk with your doctor or health plan. To get help in your language, please call your health plan at:

UnitedHealthcare of California 1-800-624-8822 / TTY: 711

Language services are at no cost to the Member. Written information may be available in some languages. If you need more help, call HMO Help Line at 1-888-466-2219.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## SECTION 3. SEEING THE DOCTOR

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- **Scheduling Appointments**
- **Referrals to Specialists**
- **Seeing the OB/GYN**
- **Second Medical Opinions**
- **Prearranging Hospital Stays**
- **Hospitalist Program**

*Now that you've chosen a Primary Care Physician, you have a doctor for your routine health care.*

*This section will help you begin taking advantage of your health care coverage. It will also answer common questions about seeing a specialist and receiving medical services that are not Emergency Services or Urgently Needed Services. (For information on "Emergency Services or Urgently Needed Services," please turn to **Section 4.**)*

### **Seeing the Doctor – Scheduling Appointments**

To visit your Primary Care Physician, simply make an appointment by calling your doctor's office.

Your Primary Care Physician is your first stop for accessing care except when you need Emergency Services, or when you require Urgently Needed Services and you are outside of the area served by your Participating Medical Group, or when your Participating Medical Group is unavailable. Without an authorized referral from your Primary Care Physician or UnitedHealthcare, no Physician or other health care services will be covered except for Emergency Services and Urgently Needed Services. (There is an exception if you wish to visit an obstetrical and gynecological Physician. See below, **OB/GYN and Other Services: Getting Care Without a Referral.**)

When you see your Primary Care Physician or use one of your health care benefits, you may be required to pay a charge for the visit. This charge is called a Copayment. The amount of a Copayment depends upon the health care service. Your Copayments are outlined in your Schedule of Benefits. More detailed information can also be found in **Section 7. Payment Responsibility.**

### **Referrals to Specialists and Non-Physician Health Care Practitioners**

The Primary Care Physician you have selected will coordinate your health care needs. If your Primary Care Physician determines you need to see a Specialist or Non-Physician Health Care Practitioner, he or she will make an appropriate referral. (There is an exception for visits to obstetrical and gynecological (OB/GYN) Physicians. This is explained below in "OB/GYN: Getting Care Without a Referral.")

Your plan may not cover services provided by all Non-Physician Health Care Practitioners. Please refer to the "Inpatient Benefits, Outpatient Benefits" and "Exclusions and Limitations of Benefits" sections in this Combined Evidence of Coverage and Disclosure Form for further information regarding Non-Physician Health Care Practitioner services excluded from coverage or limited under this Health Plan.

Your Primary Care Physician will determine the number of Specialist or Non-Physician Health Care Practitioner visits that you require and will provide you with any other special instructions. This referral may also be reviewed by, and may be subject to the approval of, the Primary Care Physician's Utilization Review Committee. For more information regarding the role of the Utilization Review Committee, please refer to the definition of "Utilization Review Committee." A Utilization Review Committee meets on a regular basis as determined by membership needs, special requests or issues and the number of authorization or referral requests to be addressed. Decisions may be made outside of a formal committee meeting to assure a timely response to emergency or urgent requests.

### **Standing Referrals to Specialists**

A standing referral is a referral by your Primary Care Physician that authorizes more than one visit to a

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

participating specialist. A standing referral may be provided if your Primary Care Physician, in consultation with you, the specialist and your Participating Medical Group's Medical Director (or a UnitedHealthcare Medical Director), determines that as part of a treatment plan you need continuing care from a specialist. You may request a standing referral from your Primary Care Physician or UnitedHealthcare.

**Please Note:** A standing referral and treatment plan is only allowed if approved by your Participating Medical Group or UnitedHealthcare.

Your Primary Care Physician will specify how many specialist visits are authorized. The treatment plan may limit your number of visits to the specialist and the period for which visits are authorized. It may also require the specialist to provide your Primary Care Physician with regular reports on your treatment and condition.

### **Extended Referral for Care by a Specialist**

If you have a life-threatening, degenerative or disabling condition or disease that requires specialized medical care over a prolonged period, you may receive an "extended specialty referral." This is a referral to a participating specialist or specialty care center so the specialist can oversee your health care. The Physician or center will have the necessary experience and skills for treating the condition or disease.

You may request an extended specialty referral by asking your Primary Care Physician or UnitedHealthcare. Your Primary Care Physician must then determine if it is Medically Necessary. Your Primary Care Physician will do this in consultation with the specialist or specialty care center, as well as your Participating Medical Group's Medical Director or a UnitedHealthcare Medical Director.

If you require an extended specialty referral, the referral will be made according to a treatment plan approved by your Participating Medical Group's Medical Director or a UnitedHealthcare Medical Director. This is done in consultation with your Primary Care Physician, the specialist and you.

Once the extended specialty referral begins, the specialist begins serving as the main coordinator of your care. The specialist does this in accordance with your treatment plan.

### **OB/GYN and Other Services: Getting Care Without a Referral**

Women may receive obstetrical and gynecological (OB/GYN) Physician services directly from a Participating OB/GYN, family practice Physician, or surgeon identified by your Participating Medical Group as providing OB/GYN Physician services. This means you may receive these services without Preauthorization or a referral from your Primary Care Physician. In all cases, however, the doctor must be affiliated with your Participating Medical Group.

**Please Remember:** if you visit an OB/GYN or family practice Physician not affiliated with your Participating Medical Group without Preauthorization or a referral, you will be financially responsible for these services. All OB/GYN Inpatient or Hospital Services, except Emergency or Urgently Needed Services, need to be authorized in advance by your Participating Medical Group or UnitedHealthcare.

If you would like to receive OB/GYN Physician services, simply do the following:

- Call the telephone number on the front of your ID Card and request the names and telephone numbers of the OB/GYNs affiliated with your Participating Medical Group;
- Telephone and schedule an appointment with your selected Participating OB/GYN.

After your appointment, your OB/GYN will contact your Primary Care Physician about your condition, treatment and any needed follow-up care.

UnitedHealthcare also covers important wellness services for our Members. For more information, see "Health Education Services" in **Section 6. Your Medical Benefits**.

Additionally, for reproductive and sexual health care services, prior approval from a Primary Care Physician or Medical Group or the Plan is not necessary. Such services include:

- Prevention or treatment of pregnancy.
- Prevention, diagnosis and treatment of an infectious, communicable or sexually transmitted disease, including HIV and HIV testing.
- Abortion
- Rape including the medical care related to the diagnosis or treatment of the condition and the collection of medical evidence.
- Sexual assault including the medical care related to the diagnosis or treatment of the condition and the collection of medical evidence.

The Plan may establish reasonable provisions governing utilization procedures for obtaining services.

## **Second Medical Opinions**

A second medical opinion is a reevaluation of your condition or health care treatment by an appropriately qualified Provider. This Provider must be either a Primary Care Physician or a specialist acting within his or her scope of practice, and must possess the clinical background necessary for examining the illness or condition associated with the request for a second medical opinion. Upon completing the examination, the Provider's opinion is included in a consultation report.

Either you or your treating Participating Provider may submit a request for a second medical opinion. Requests should be submitted to your Participating Medical Group; however, in some cases, the request is submitted to UnitedHealthcare. To find out how you should submit your request, talk to your Primary Care Physician.

Second medical opinions will be provided or authorized in the following circumstances:

- When you question the reasonableness or necessity of recommended surgical procedures;
- When you question a diagnosis or treatment plan for a condition that threatens loss of life, loss of limb, loss of bodily functions, or substantial impairment (including, but not limited to, a Chronic Condition);
- When the clinical indications are not clear, or are complex and confusing;
- When a diagnosis is in doubt due to conflicting test results;
- When the treating Provider is unable to diagnose the condition;
- When the treatment plan in progress is not improving your medical condition within an appropriate period of time given the diagnosis, and you request a second opinion regarding the diagnosis or continuance of the treatment;
- When you have attempted to follow the treatment plan or consulted with the initial Provider and still have serious concerns about the diagnosis or treatment.

Either the Participating Medical Group or, if applicable, a UnitedHealthcare Medical Director will approve or deny a request for a second medical opinion. The request will be approved or denied in a timely fashion appropriate to the nature of your condition. For circumstances other than an imminent or serious threat to your health, a second medical opinion request will be approved or denied within five (5) business days after the request is received by the Participating Medical Group or UnitedHealthcare.

When there is an imminent and serious threat to your health, a decision about your second opinion will be made within 72 hours after receipt of the request by your Participating Medical Group or UnitedHealthcare. An imminent and serious threat includes the potential loss of life, limb or other major bodily function, or where a lack of timeliness would be detrimental to your ability to regain maximum function.

If you are requesting a second medical opinion about care given by your Primary Care Physician, the second medical opinion will be provided by an appropriately qualified health care professional of your choice within the same Participating Medical Group. (If your Primary Care Physician is independently contracted with

UnitedHealthcare and not affiliated with any Participating Medical Group, you may request a second opinion from a Primary Care Physician or specialist listed in our *Provider Directory*.) If you request a second medical opinion about care received from a specialist, the second medical opinion will be provided by any health care professional of your choice from any medical group within the UnitedHealthcare Participating Provider network of the same or equivalent specialty.

The second medical opinion will be documented in a consultation report, which will be made available to you and your treating Participating Provider. It will include any recommended procedures or tests that the Provider giving the second opinion believes are appropriate. If this second medical opinion includes a recommendation for a particular treatment, diagnostic test or service covered by UnitedHealthcare – and the recommendation is determined to be Medically Necessary by your Participating Medical Group or UnitedHealthcare – the treatment, diagnostic test or service will be provided or arranged by your Participating Medical Group or UnitedHealthcare.

**Please Note:** The fact that an appropriately qualified Provider gives a second medical opinion and recommends a particular treatment, diagnostic test or service does not necessarily mean that the recommended action is Medically Necessary or a Covered Service. You will also remain responsible for paying any Outpatient office Copayments to the Provider who gives your second medical opinion.

If your request for a second medical opinion is denied, UnitedHealthcare will notify you in writing and provide the reasons for the denial. You may appeal the denial by following the procedures outlined in Section 8. *Overseeing Your Health Care*. If you obtain a second medical opinion without Preauthorization from your Participating Medical Group or UnitedHealthcare, you will be financially responsible for the cost of the opinion.

To receive a copy of the Second Medical Opinion timeline, you may call or write UnitedHealthcare's Customer Service department at:

UnitedHealthcare Customer Service Department  
P.O. Box 30968  
Salt Lake City, UT 84130-0968  
1-800-624-8822

### **What is UnitedHealthcare's Case Management Program?**

UnitedHealthcare has licensed registered nurses who, in collaboration with the Member, Member's designated family and the Member's Participating Medical Group may help arrange care for UnitedHealthcare Members experiencing a major illness or recurring Hospitalizations. Case Management is a collaborative process that assesses, plans, implements, coordinates, monitors and evaluates options to meet an individual's health care needs based on the health care benefits and available resources. Not every Member will be assigned a case manager.

## Prearranging Hospital Stays

Your Primary Care Physician or Hospitalist will prearrange any Medically Necessary Hospital or Facility care. Your Primary Care Physician or Hospitalist will prearrange any Medically Necessary Inpatient Transitional Care or care provided in a Subacute/Skilled Nursing Facility. If you've been referred to a specialist and the specialist determines you need Hospitalization, your Primary Care Physician will work with the Specialist to prearrange your Hospital stay.

Your Hospital costs, including semi-private room, tests and office visits, will be covered, minus any required Copayments, as well as any deductibles. Under normal circumstances, your Primary Care Physician or Hospitalist will coordinate your admission to a local UnitedHealthcare Participating Hospital or Facility; however, if your situation requires it, you could be transported to a regional medical center.

If Medically Necessary, your Primary Care Physician or Hospitalist may discharge you from the Hospital to a Subacute/Skilled Nursing Facility. He or she can also arrange for Home Health Care Visits.

**Please note:** If a Hospitalist program applies, a Hospitalist may direct your Inpatient Hospital or Facility care in consultation with of your Primary Care Physician.

## Hospitalist Program

If you are admitted to a Participating Hospital for a Medically Necessary procedure or treatment, a Hospitalist may coordinate your health care services in consultation with your Primary Care Physician. A Hospitalist is a dedicated Hospital-based Physician who assumes the primary responsibility for managing the process of inpatient care for Members who are admitted to a Hospital. The Hospitalist will manage your Hospital stay, monitor your progress, coordinate and consult with specialists, and communicate with you, your family and your Primary Care Physician. The Hospitalist will work together with your Primary Care Physician during the course of your Hospital stay to ensure coordination and continuity of care and to transition your care upon discharge. Upon discharge from the Hospital, your Primary Care Physician will again take over the primary coordination of your health care services.

## 24-Hour Support and Information

NurseLine<sup>SM</sup> is a toll-free telephone service that puts you in immediate contact with an experienced registered nurse any time, 24 hours a day, 7 days a week. Here are some of the ways they can help you:

- They can answer questions about a health concern, and instruct you on self-care at home if appropriate;
- They can advise you about whether you should get medical care, and how and where to get care (for example, if you are not sure whether your condition is an Emergency Medical Condition, they can help you decide whether you need Emergency Care or Urgent Care, and how and where to get that care);
- They can tell you what to do if you need care and a Participating Provider office is closed.

NurseLine is available to you at no cost. To use this convenient service, simply call 1-866-747-4325 or the toll-free number on the back of your Health Plan ID card.

By calling the same toll-free number, you can also listen to one of the pre-recorded messages on various health and well-being topics, with many available in Spanish.

**Note:** If you have a medical emergency, call 911 instead of calling NurseLine.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## SECTION 4. EMERGENCY AND URGENTLY NEEDED SERVICES

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- **What is an Emergency Medical Condition?**
- **What to Do When You Require Emergency Services**
- **Post-Stabilization and Follow-up Care**
- **Out-of-Area Services**
- **What to Do When You Require Urgently Needed Services**
- **What to Do if You're Abroad**

*Worldwide, wherever you are, UnitedHealthcare provides coverage for Emergency Services and Urgently Needed Services. This section will explain how to obtain Emergency Services and Urgently Needed Services. It will also explain what you should do following receipt of these services.*

### **IMPORTANT!**

**IF YOU BELIEVE YOU ARE EXPERIENCING AN EMERGENCY MEDICAL CONDITION, CALL 911 OR GO DIRECTLY TO THE NEAREST HOSPITAL EMERGENCY ROOM OR OTHER FACILITY FOR TREATMENT.**

### **What are Emergency Medical Services?**

Emergency Services are Medically Necessary ambulance or ambulance transport services provided through the 911 emergency response system. It is also the medical screening, examination and evaluation by a Physician, or other personnel – to the extent provided by law – to determine if an Emergency Medical Condition or Psychiatric Emergency Medical Condition exists. If this condition exists, Emergency Services include the care, treatment and/or surgery by a Physician necessary to stabilize or eliminate the Emergency Medical Condition or psychiatric medical condition within the capabilities of the Facility which includes admission or transfer to a psychiatric unit within a general acute care hospital or an acute psychiatric hospital for the purpose of providing care and treatment necessary to relieve or eliminate a Psychiatric Emergency Medical Condition, if in the opinion of the treating provider, it would not result in material deterioration of the Member's condition.

### **What is an Emergency Medical Condition or a Psychiatric Emergency Medical Condition?**

The state of California defines an Emergency Medical Condition as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that the absence of immediate medical attention could reasonably be expected by the Member, as a Prudent Layperson, to result in any of the following:

- Placing the Member's health in serious jeopardy;
- Serious impairment to his or her bodily functions;
- A serious dysfunction of any bodily organ or part; or
- Active labor, meaning labor at a time that either of the following would occur:
  - There is inadequate time to effect a safe transfer to another Hospital prior to delivery; or
  - A transfer poses a threat to the health and safety of the Member or unborn child.

An Emergency Medical Condition also includes a Psychiatric Emergency Medical Condition which is a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following:

- An immediate danger to himself or herself or others; or
- Immediately unable to provide for, or utilize, food, shelter or clothing, due to the mental disorder.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## **What to Do When You Require Emergency Services**

*If you believe you are experiencing an Emergency Medical Condition, call 911 or go directly to the nearest Hospital emergency room or other Facility for treatment.* You do not need to obtain Preauthorization if you reasonably believe Emergency Services are needed to seek treatment for an Emergency Medical Condition that could cause you harm. Ambulance transport services provided through the 911 emergency response system are covered if you reasonably believe that your medical condition requires emergency ambulance transport services. UnitedHealthcare covers all Medically Necessary Emergency Services provided to Members in order to stabilize an Emergency Medical Condition.

**You, or someone else on your behalf, must notify UnitedHealthcare or your Primary Care Physician within 24 hours, or as soon as reasonably possible, following your receipt of Emergency Services so that your Primary Care Physician can coordinate your care and schedule any necessary follow-up treatment. When you call, please be prepared to give the name and location of the Facility and a description of the Emergency Services that you received.**

## **Post-Stabilization and Follow-up Care**

Following the stabilization of an Emergency Medical Condition, the treating health care Provider may believe that you require additional Medically Necessary Hospital (health care) Services prior to your being safely discharged. If the hospital is not part of the contracted network, the medical Facility (Hospital) will contact your Participating Medical Group, or UnitedHealthcare, in order to obtain the timely authorization for these post-stabilization services. If UnitedHealthcare determines that you may be safely transferred, and you refuse to consent to the transfer, the Facility (Hospital) must provide you written notice that you will be financially responsible for 100 percent of the cost of services provided to you once your emergency condition is stable. In such a situation, the medical Facility (Hospital) will contact your Participating Medical Group, or UnitedHealthcare, in order to obtain the timely authorization for these post-stabilization services. UnitedHealthcare reserves the right, in certain circumstances, to transfer you to a Participating Hospital in lieu of authorizing post-stabilization services at the treating Facility.

**IF YOU FEEL THAT YOU WERE IMPROPERLY BILLED FOR SERVICES THAT YOU RECEIVED FROM A NON-CONTRACTING PROVIDER, PLEASE CONTACT UNITEDHEALTHCARE AT 1-800-367-2660.**

**Following your discharge from the Hospital, any Medically Necessary follow-up medical or Hospital Services must be provided or authorized by your Primary Care Physician in order to be covered by UnitedHealthcare. Regardless of where you are in the world, if you require additional follow-up medical or Hospital Services, please call your Primary Care Physician or UnitedHealthcare's Out-of-Area unit to request authorization. UnitedHealthcare's Out-of-Area unit can be reached during regular business hours (8 a.m. – 5 p.m., Pacific time) at 1-800-762-8456.**

## **Out-of-Area Services**

UnitedHealthcare arranges for the provision of Covered Services through its Participating Medical Groups and other Participating Providers. With the exception of Emergency Services, Urgently Needed Services, authorized post-stabilization care or other specific services authorized by your Participating Medical Group or UnitedHealthcare, when you are away from the geographic area served by your Participating Medical Group, you are not covered for any other medical or Hospital Services. If you do not know the area served by your Participating Medical Group, please call your Primary Care Physician or the Participating Medical Group's administrative office to inquire.

The out-of-area services that are not covered include, but are not limited to:

- Routine follow-up care to Emergency or Urgently Needed Services, such as treatments, procedures, X-rays, lab work and doctor visits, Rehabilitation Services, Skilled Nursing Care or home health care.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)



- Maintenance therapy and durable medical equipment, including, but not limited to, routine dialysis, routine oxygen, routine laboratory testing or a wheelchair to assist you while traveling outside the geographic area served by your Participating Medical Group.
- Medical care for a known or Chronic Condition without acute symptoms as defined under “Emergency Services” or “Urgently Needed Services.”
- Ambulance services are limited to transportation to the nearest Facility with the expertise for treating your condition in or out of the area.

Your Participating Medical Group provides 24-hour access to request authorization for out-of-area care. You can also request authorization by calling the UnitedHealthcare Out-of-Area unit during regular business hours (8 a.m. – 5 p.m., Pacific time) at 1-800-762-8456.

### **What to Do When You Require Urgently Needed Services**

If you need Urgently Needed Services when you are in the geographic area served by your Participating Medical Group, you should contact your Primary Care Physician or Participating Medical Group. The telephone numbers for your Primary Care Physician and/or Participating Medical Group are on the front of your UnitedHealthcare ID card. Assistance is available 24 hours a day, seven days a week. Identify yourself as a UnitedHealthcare Member and ask to speak to a Physician. If you are calling during non-business hours, and a Physician is not immediately available, ask to have the Physician-on-call paged. A Physician should call you back shortly. Explain your situation and follow any provided instructions. If your Primary Care Physician or Participating Medical Group is temporarily unavailable or inaccessible, you should seek Urgently Needed Services from a licensed medical professional wherever you are located.

**You, or someone else on your behalf, must notify UnitedHealthcare or your Participating Medical Group within 24 hours, or as soon as reasonably possible, after the initial receipt of Urgently Needed Services. When you call, please be prepared to give a description of the Urgently Needed Services that you received.**

### **Out-of-Area Urgently Needed Services**

Urgently Needed Services are Medically Necessary health care services required to prevent the serious deterioration of a Member’s health, resulting from an unforeseen illness or injury for which treatment cannot be delayed until the Member returns to the geographic area served by the Member’s Participating Medical Group.

Urgently Needed Services are required in situations where a Member is temporarily outside the geographic area served by the Member’s Participating Medical Group and the Member experiences a medical condition that, while less serious than an Emergency Medical Condition, could result in the serious deterioration of the Member’s health if not treated before the Member returns to the geographic area served by his or her Participating Medical Group or contacts his or her Participating Medical Group. When you are temporarily outside the geographic area served by your Participating Medical Group and you believe that you require Urgently Needed Services, you should, if possible, call (or have someone else call on your behalf) your Primary Care Physician or Participating Medical Group as described above in “What to Do When You Require Urgently Needed Services.” The telephone numbers for your Primary Care Physician and/or Participating Medical Group are on the front of your UnitedHealthcare ID card. Assistance is available 24 hours a day, seven days a week. Identify yourself as a UnitedHealthcare Member and ask to speak to a Physician. If you are calling during non-business hours, and a Physician is not immediately available, ask to have the Physician- on-call paged. A Physician should call you back shortly. Explain your situation and follow any provided instructions.

If you are unable to contact your Primary Care Physician or Participating Medical Group, you should seek Urgently Needed Services from a licensed medical professional wherever you are located.

**You, or someone else on your behalf, must notify UnitedHealthcare or your Participating Medical Group within 24 hours, or as soon as reasonably possible, after the initial receipt of Urgently Needed Services. When you call, please be prepared to give a description of the Urgently Needed**

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## **Services that you received.**

### **International Emergency and Urgently Needed Services**

If you are out of the country and require Urgently Needed Services, you should still, if possible, call your Primary Care Physician or Participating Medical Group. Just follow the same instructions outlined above. If you are out of the country and experience an Emergency Medical Condition, either use the available emergency response system or go directly to the nearest Hospital emergency room. Following receipt of Emergency Services, please notify your Primary Care Physician or Participating Medical Group within 24 hours, or as soon as reasonably possible, after initially receiving these services.

**Note:** Under certain circumstances, you may need to initially pay for your Emergency or Urgently Needed Services. If this is necessary, please pay for such services and then contact UnitedHealthcare at the earliest opportunity. Be sure to keep all receipts and copies of relevant medical documentation. You will need these to be properly reimbursed. For more information on submitting claims to UnitedHealthcare, please refer to **Section 7** in this **Combined Evidence of Coverage and Disclosure Form**.

### **Always Remember**

**Emergency Services:** Following receipt of Emergency Services, you, or someone else on your behalf, must notify UnitedHealthcare or your Primary Care Physician within 24 hours, or as soon as reasonably possible, after initially receiving these services.

**Urgently Needed Services:** When you require Urgently Needed Services, you should, if possible, call (or have someone else call on your behalf) your Primary Care Physician or Participating Medical Group. If you are unable to contact your Primary Care Physician or Participating Medical Group, and you receive medical or Hospital Services, you must notify UnitedHealthcare or your Primary Care Physician within 24 hours, or as soon as reasonably possible, of initially receiving these services.

**MEMBERS ARE NOT FINANCIALLY RESPONSIBLE FOR PAYMENT OF EMERGENCY CARE SERVICES BEYOND THE COPAYMENTS, COINSURANCE, AND DEDUCTIBLES.**

## SECTION 5. CHANGING YOUR DOCTOR OR MEDICAL GROUP

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- **How to Change Your Primary Care Physician**
- **How to Change Your Participating Medical Group**
- **When We Change Your Physician or Medical Group**
- **When Medical Groups or Doctors Are Terminated by UnitedHealthcare**

*There may come a time when you want or need to change your Primary Care Physician or Participating Medical Group. This section explains how to make this change, as well as how we continue your care.*

### **Changing Your Primary Care Physician or Participating Medical Group**

Whether you want to change doctors within your Participating Medical Group or transfer out of your Participating Medical Group entirely, you should contact our Customer Service department.

UnitedHealthcare will approve your request to change doctors within your Participating Medical Group if the Primary Care Physician you've selected is accepting new patients and meets the other criteria in **Section 2. Getting Started**.

If you call us by the 15<sup>th</sup> of the current month, your transfer will be effective on the first day of the following month. If you meet the criteria but your request is received after the 15<sup>th</sup> of the current month, your transfer will be effective the first day of the second succeeding month. For example, if you meet the above requirements and you call UnitedHealthcare on June 12<sup>th</sup> to request a new doctor, the transfer will be effective on July 1<sup>st</sup>. If you meet the above requirements and you call UnitedHealthcare on June 16<sup>th</sup>, the transfer will be effective August 1<sup>st</sup>.

If you wish to transfer out of your Participating Medical Group entirely, and you are not an Inpatient in a Hospital, a Skilled Nursing Facility or other medical institution, UnitedHealthcare will approve your request if the Primary Care Physician within the new Participating Medical Group you've selected is accepting new patients and meets the other criteria in **Section 2. Getting Started**. This includes being located within 30 miles of your Primary Residence or Primary Workplace. The effective date of transfer will be the same as referred to above when requesting a transfer within your Participating Medical Group.

**Please Note:** UnitedHealthcare does not advise that you change your Primary Care Physician if you are an Inpatient in a Hospital, a Skilled Nursing Facility or other medical institution or are undergoing radiation or chemotherapy, as a change may negatively impact your coordination of care.

If you wish to transfer out of your Participating Medical Group and you are an Inpatient in a Hospital, a Skilled Nursing Facility or other medical institution, the change will not be effective until the first day of the second month following your discharge from the institution.

If you are pregnant and wish to transfer out of your Participating Medical Group and your pregnancy is high-risk or has reached the third trimester, to protect your health and the health of your unborn child, UnitedHealthcare does not permit such change until after the pregnancy.

If you change your Participating Medical Group, authorizations issued by your previous Participating Medical Group will not be accepted by your new group. Consequently, you should request a new referral from your new Primary Care Physician within your new Participating Medical Group, which may require further evaluation by your new Participating Medical Group or UnitedHealthcare.

**Please note** that your new Participating Medical Group or UnitedHealthcare may refer you to a different Provider than the Provider identified on your original authorization from your previous group.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

If you are changing Participating Medical Groups, our Customer Service department may be able to help smooth the transition. When UnitedHealthcare's Case Management is involved, the Case Manager is also consulted about the effective date of your Physician change request. At the time of your request, please let us know if you are currently under the care of a specialist, receiving home health services or using durable medical equipment such as a wheelchair, walker, Hospital bed or an oxygen delivery system.

### **When We Change Your Participating Medical Group**

Under special circumstances, UnitedHealthcare may require that a Member change his or her Participating Medical Group. Generally, this happens at the request of the Participating Medical Group after a material detrimental change in its relationship with a Member. If this occurs, we will notify the Member of the effective date of the change, and we will transfer the Member to another Participating Medical Group, provided he or she is medically able and there's an alternative Participating Medical Group within 30 miles of the Member's Primary Residence or Primary Workplace.

UnitedHealthcare will also notify the Member in the event that the agreement terminates between UnitedHealthcare and the Member's Participating Medical Group. If this occurs, UnitedHealthcare will provide 30 days' notice of the termination. UnitedHealthcare will also assign the Member a new Primary Care Physician. If the Member would like to select a different Primary Care Physician, he or she may do so by contacting Customer Service. Upon the effective date of transfer, the Member can begin receiving services from his or her new Primary Care Physician.

**Please note:** Except for Emergency and Urgently Needed Services, once an effective date with your new Participating Medical Group has been established, a Member must use his or her new Primary Care Physician or Participating Medical Group to authorize all services and treatments. Receiving services elsewhere will result in UnitedHealthcare's denial of benefit coverage.

### **Continuing Care with a Terminated Provider for Members**

Under certain circumstances, you may be eligible to continue receiving care from a Terminated Provider to ensure a smooth transition to a new Participating Provider and to complete a course of treatment with the same Terminated Provider or to maintain the same Terminating Provider.

The care must be Medically Necessary, and the cause of Termination by UnitedHealthcare or your Participating Medical Group also has to be for a reason other than a medical disciplinary cause, fraud or any criminal activity.

For a Member to continue receiving care from a Terminated Provider, the following conditions must be met:

1. Continuity of Care services from a Terminated Provider must be Preauthorized by UnitedHealthcare;
2. The requested treatment must be a Covered Service under this Plan;
3. The Terminated Provider must agree in writing to be subject to the same contractual terms and conditions that were imposed upon the Provider prior to Termination, including, but not limited to, credentialing, Hospital privileging, utilization review, peer review and quality assurance requirements, notwithstanding the provisions outlined in the Provider contract related to Continuity of Care;
4. The Terminated Provider must agree in writing to be compensated at rates and methods of payment similar to those used by UnitedHealthcare or Participating Medical Groups/Independent Practice Associations (PMG/IPA) for current Participating Providers providing similar services who are not capitated and who are practicing in the same or a similar geographic area as the Terminated Provider.

Covered Services provided by a Terminated Provider to a Member who at the time of the Participating Provider's contract Termination was receiving services from that Participating Provider for one of the Continuity of Care Conditions will be considered complete when:

- i. The Member's Continuity of Care Condition under treatment is medically stable, and

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- ii. There are no clinical contraindications that would prevent a medically safe transfer to a Participating Provider as determined by a UnitedHealthcare Medical Director in consultation with the Member, the Terminated Participating Provider and, as applicable, the Member's receiving Participating Provider.

Continuity of Care also applies to Members who are receiving Mental Health care services from a Terminated Mental Health Provider, on the effective Termination date. Members eligible for continuity of Mental Health care services may continue to receive Mental Health services from the Terminated Mental Health Provider for a reasonable period of time to safely transition care to a Participating Mental Health Provider.

Please refer to "Inpatient Benefits, Outpatient Benefits" and "Exclusions and Limitations of Benefits" in **Section 6. Your Medical Benefits** of the UnitedHealthcare *Combined Evidence of Coverage and Disclosure Form*, and the *Schedule of Benefits* for information. For a description of coverage of Mental Health care services, please refer to the behavioral health supplement to this *Combined Evidence of Coverage and Disclosure Form*.

All Continuity of Care requests will be reviewed on a case-by-case basis. Reasonable consideration will be given to the severity of the Member's condition and the potential clinical effect of a change in Provider regarding the Member's treatment and outcome of the condition under treatment.

If you are receiving treatment for any of the specified Continuity of Care Conditions as limited and described in **Section 10. Definitions**, and believe you qualify for continued care with the Terminating Provider, please call the Customer Service department and request the form "Request for Continuity of Care Benefits."

Complete and return the form to UnitedHealthcare as soon as possible, but no later than thirty (30) calendar days of the Provider's effective date of Termination. Exceptions to the thirty (30)-calendar-day time frame will be considered for good cause. The address is:

UnitedHealthcare  
Attention: Continuity of Care Department  
Mail Stop: CA124-0181  
P.O. Box 30968  
Salt Lake City, UT 84130-0968  
Fax: 1-888-361-0514

UnitedHealthcare's Health Services department will complete a clinical review of your Continuity of Care request for Completion of Covered Services with the Terminated Provider and the decision will be made and communicated in a timely manner appropriate for the nature of your medical condition. In most instances, decisions for nonurgent requests will be made within five (5) business days of UnitedHealthcare's receipt of the completed form. You will be notified of the decision by telephone, and provided with a plan for your continued care. Written notification of the decision and plan of care will be sent to you, by United States mail, within two (2) business days of making the decision. If your request for continued care with a Terminated Provider is denied, you may appeal the decision. (To learn more about appealing a denial, please refer to **Section 8. Overseeing Your Health Care.**)

If you have any questions, would like a description of UnitedHealthcare's continuity of care process, or want to appeal a denial, please contact our Customer Service department.

**Please Note:** It's not enough to simply prefer receiving treatment from a Terminated Physician or other terminated Provider. You should not continue care with a terminated Provider without our formal approval. If you do not receive Preauthorization by UnitedHealthcare or your Participating Medical Group, payment for routine services performed from a Terminated Provider will be your responsibility.

In the above section "Continuity of Care with a Terminating Provider," **Termination, Terminated or Terminating** references any circumstance which terminates, non-renews or otherwise ends the arrangement by which the Participating Provider routinely renders Covered Services to UnitedHealthcare Members.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## SECTION 6. YOUR MEDICAL BENEFITS

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- **Inpatient Benefits**
- **Outpatient Benefits**
- **Exclusions and Limitations**

*This section explains your medical benefits, including what is and isn't covered by UnitedHealthcare. You can find some helpful definitions in the back of this publication. For any Copayments that may be associated with a benefit, you should refer to your Schedule of Benefits, a copy of which is included with this document. UnitedHealthcare's Commercial HMO Benefit Interpretation Policy Manual and Medical Management Guidelines Manual are available at [www.myuhc.com](http://www.myuhc.com).*

### I. Inpatient Benefits

**THESE BENEFITS ARE PROVIDED WHEN ADMITTED OR AUTHORIZED BY EITHER THE MEMBER'S PARTICIPATING MEDICAL GROUP OR UNITEDHEALTHCARE. ALL SERVICES MUST BE MEDICALLY NECESSARY AS DEFINED IN THIS *COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM*. THE FACT THAT A PHYSICIAN HAS ORDERED A PARTICULAR SERVICE, SUPPLY OR TREATMENT WILL NOT MAKE IT COVERED UNDER THE HEALTH PLAN. A SERVICE, SUPPLY OR TREATMENT MUST BE BOTH MEDICALLY NECESSARY AND NOT EXCLUDED FROM COVERAGE IN ORDER TO BE A COVERED SERVICE.**

***With the exception of Emergency or Urgently Needed Services, a Member will only be admitted to acute care and Skilled Nursing Care Facilities that are authorized by the Member's Participating Medical Group under contract with UnitedHealthcare.***

1. **Blood and Blood Products** – Blood and blood products are covered. Autologous (self-donated), donor-directed and donor-designated blood processing costs are limited to blood collected for a scheduled procedure.
2. **Bloodless Surgery** – Surgical procedures performed without blood transfusions or blood products, including Rho(D) Immune Globulin for Members who object to such transfusion on religious grounds, are covered only when available within the Member's Participating Medical Group/Hospital.
3. **Bone Marrow and Stem Cell Transplants** – Non-Experimental/Non-Investigational autologous and allogeneic bone marrow and stem cell transplants and transplant services are covered when the recipient is a member and the bone marrow or stem cell services are performed at a Designated Facility. The testing of relatives to determine the compatibility of bone marrow and stem cells is limited to immediate blood relatives who are sisters, brothers, parents and natural children. The testing for compatible unrelated donors, and costs for computerized national and international searches for unrelated allogeneic bone marrow or stem cell donors conducted through a registry, are covered when the Member is the intended recipient. A Designated Facility center approved by UnitedHealthcare must conduct the computerized searches. There is no dollar limitation for Medically Necessary donor-related clinical transplant services once a donor is identified.
4. **Clinical Trials** – All Routine Patient Care Costs incurred during participation in an approved clinical trial for the treatment of:
  - Cancer or other life-threatening disease or condition. For purposes of this benefit, a life-threatening disease or condition is one from which the likelihood of death is probable unless the course of the disease or condition is interrupted.

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- Cardiovascular disease (cardiac/stroke) which is not life threatening, for which, as we determine, a clinical trial meets the qualifying approved clinical trial criteria stated below.
- Surgical musculoskeletal disorders of the spine, hip and knees, which are not life threatening, for which, as we determine, a clinical trial meets the qualifying approved clinical trial criteria stated below.
- Other diseases or disorders which are not life threatening for which, as we determine, a clinical trial meets the qualifying approved clinical trial criteria stated below.

A Member is considered a Qualified Individual if the Member is eligible to participate in the approved clinical trial according to the trial's protocol and either a Participating Treating Physician has concluded that the Member's participation in the trial would be appropriate because the Member meets the trial protocol; or the Member self-refers to the trial and has provided medical and scientific information to establish that participation in the trial is consistent with the trial protocol.

For the purposes of this benefit, "Participating Treating Physician" means a Physician who is treating a Member as a Participating Provider pursuant to an authorization or referral from the Member's Participating Medical Group or UnitedHealthcare.

Routine Patient Care Costs are costs associated with the provision of health care services, including drugs, items, devices and services that would otherwise be covered by UnitedHealthcare if those drugs, items, devices and services were not provided in connection with an approved qualifying clinical trial program, including:

- Health care services typically provided absent a clinical trial.
- Health care services required solely for the provision of the Investigational drug, item, device or service.
- Health care services, required for the clinically appropriate monitoring of the Investigational item or service.
- Health care services provided for the prevention of complications arising from the provision of the Investigational drug, item, device or service.
- Health care services needed for the reasonable and necessary care including the diagnosis and treatment of complications arising from the provision of the investigational drug, item, device or service, including the diagnosis or treatment of the complications.

For purposes of this benefit, Routine Patient Care Costs do not include the costs associated with the provision of any of the following, which are not covered by UnitedHealthcare:

- The Investigational Service, device or item. The only exceptions to this are:
  - Certain Category B devices.
  - Certain promising interventions for patients with terminal illnesses. Certain promising interventions refer to treatment that is likely safe but where limited and/or conflicting evidence exists regarding its effectiveness.
- Services other than health care services, such as travel, transportation, housing, companion expenses and other nonclinical expenses that the Member may require as a result of the treatment being provided for purposes of the clinical trial.
- Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the Member's care.
- Health care services that, except for the fact that they are being provided in a clinical trial, are otherwise specifically excluded from coverage under UnitedHealthcare.

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- A service that is clearly inconsistent with widely accepted and established standards of care for a particular diagnosis.
- Health care services provided by the research sponsor free of charge.

With respect to cancer or other life-threatening diseases or conditions, an qualifying approved clinical trial is a Phase I, Phase II, Phase III, or Phase IV clinical trial that is conducted in relation to the prevention, detection or treatment of cancer or other life-threatening disease or condition and which meets any of the following criteria in the bulleted list below.

With respect to cardiovascular disease or musculoskeletal disorders of the spine, hip and knees and other diseases or disorders which are not life-threatening, an qualifying approved clinical trial is a Phase I, Phase II, or Phase III clinical trial that is conducted in relation to the detection or treatment of such non-life-threatening disease or disorder and which meets any of the following criteria in the bulleted list below.

- Federally funded trials. The study or investigation is approved or funded (which may include funding through in-kind contributions) by one or more of the following:
  - National Institutes of Health (NIH). (Includes National Cancer Institute (NCI);
  - Centers for Disease Control and Prevention (CDC);
  - Agency for Healthcare Research and Quality (AHRQ);
  - Centers for Medicare and Medicaid Services (CMS);
  - A cooperative group or center of any of the entities described above or the United States Department of Defense (DOD) or the Veterans Administration (VA);
  - A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - The Department of Veterans Affairs, the Department of Defense or the Department of Energy as long as the study or investigation has been reviewed and approved through a system of peer review that is determined by the Secretary of Health and Human Services to meet both of the following criteria:
    - Comparable to the system of peer review of studies and investigations used by the National Institutes of Health.
    - Ensures unbiased review of the highest scientific standards by qualified individuals who have no interest in the outcome of the review.
  - The study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration
  - The study or investigation is a drug trial that is exempt from having such an investigational new drug application;
- The subject or purpose of the trial must be the evaluation of an item or service that meets the definition of Covered Service and is not otherwise excluded under the Agreement.

A clinical trial with endpoints defined exclusively to test toxicity is not an approved clinical trial.

All services must be Preauthorized by UnitedHealthcare's Medical Director or designee. Additionally, services must be provided by a UnitedHealthcare Participating Provider in UnitedHealthcare's Service Area. In the event a UnitedHealthcare Participating Provider does not offer a clinical trial with the same protocol as the one the Member's Participating Treating Physician recommended, the Member may select a Provider performing a clinical trial with that protocol within the state of California. If there is no Provider offering the clinical trial with the same protocol as the one the Member's treating Participating

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Physician recommended in California, the Member may select a clinical trial outside the state of California but within the United States of America.

**UnitedHealthcare is required to pay for the services covered under this benefit at the rate agreed upon by UnitedHealthcare and a Participating Provider, minus any applicable Copayment, Coinsurance or deductibles. In the event the Member participates in a clinical trial provided by a Non-Participating Provider that does not agree to perform these services at the rate UnitedHealthcare negotiates with Participating Providers, the Member will be responsible for payment of the difference between the Non-Participating Provider's billed charges and the rate negotiated by UnitedHealthcare with Participating Providers, in addition to any applicable Copayment, Coinsurance or deductibles.**

Any additional expenses the Member may have to pay beyond UnitedHealthcare's negotiated rate as a result of using a Non-Participating Provider do not apply to the Member's annual Copayment maximum.

5. **Gender Dysphoria** – Prior authorization of medically necessary services must be done by UnitedHealthcare or delegated providers as determined by UnitedHealthcare. For more information regarding this coverage, please refer to the Benefit Interpretation Policy Manual and Medical Management Guidelines Manual are available at [www.myuhc.com](http://www.myuhc.com).
6. **Hospice Services** – Hospice Services are covered for Members with a Terminal Illness, defined as a medical condition resulting in a prognosis of life expectancy of one year or less, if the disease follows its natural course. Hospice Services are provided as determined by the plan of care developed by the Member's interdisciplinary team, which includes, but is not limited to, the Member, the Member's Primary Care Physician, a registered nurse, a social worker and a spiritual caregiver. Hospice services are provided in an appropriately licensed Hospice Facility when the Member's interdisciplinary team has determined that the Member's care cannot be managed at home because of acute complications or the temporary absence of a capable primary caregiver.

Hospice services include skilled nursing services, certified Home Health Aide Services and homemaker services under the supervision of a qualified registered nurse; bereavement services; social services/counseling services; medical direction; volunteer services; pharmaceuticals, medical equipment and supplies that are reasonable and necessary for the palliation and management of the Terminal Illness and related conditions; and physical and occupational therapy and speech-language pathology services for purposes of symptom control or to enable the Member to maintain activities of daily living and basic functional skills.

Inpatient Hospice services are provided in an appropriately licensed Hospice Facility when the Member's interdisciplinary team has determined that the Member's care cannot be managed at home because of acute complications or when it is necessary to relieve the Family Members or other persons caring for the Member (respite care). Respite care is limited to an occasional basis and to no more than five (5) consecutive days at a time.

7. **Inpatient Hospital Benefits/Acute Care** – Medically Necessary Inpatient Hospital Services authorized by the Member's Participating Medical Group or UnitedHealthcare are covered, including, but not limited to: semi-private room, nursing and other licensed health professionals, or other professionals as authorized under California law, intensive care, operating room, recovery room, laboratory and professional charges by the Hospital pathologist or radiologist and other miscellaneous Hospital charges for Medically Necessary care and treatment.
8. **Inpatient Hospital Mental Health Services** – Medically Necessary Inpatient Hospital Services, listed below to treat Mental Disorders, are covered under this plan and are provided to you by U.S. Behavioral Health Plan, California (USBHPC). Mental Health Services for the diagnosis and treatment of Mental Disorders including, but not limited to, Severe Mental Illness (SMI) and Serious Emotional Disturbances of a Child (SED) conditions, and Medically Necessary Behavioral Health Treatment administered by qualified autism service providers who are either licensed providers under the Business and Professions Code

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acting within the scope of their license or other health professionals as authorized under California law or persons, entities or groups certified by a national entity, qualified autism professionals and paraprofessionals that are employed and supervised by a qualified autism service provider who may provide Behavioral Health Treatment for Pervasive Developmental Disorder (PDD) or autism as medically necessary.

**Inpatient Mental Health Services** – psychiatric inpatient services, including room and board, drugs and services, including psychiatric inpatient services from licensed mental health providers including but not limited to psychiatrists and psychologists, provided at an Inpatient Treatment Center, Residential Treatment Center are covered when Medically Necessary, preauthorized by USBHPC, and provided at a Participating Facility.

**Inpatient Physician Services** – Medically Necessary inpatient psychiatric services, including voluntary psychiatric inpatient services provided by a Participating Practitioner acting within the scope of their license while the Member is hospitalized as an inpatient at an Inpatient Treatment Center or is receiving services at a Participating Residential Treatment Center and which have been preauthorized by USBHPC.

See your behavioral health supplement to this *Combined Evidence of Coverage and Disclosure Form* for USBHPC as to how to obtain prior authorization and for any other further information.

See your *Schedule of Benefits* for Mental Health Services for any amounts you may have to pay.

9. **Inpatient Physician and Specialist Care** – Services from Physicians, including specialists and other licensed health professionals within, or upon referral from, the Member's Participating Medical Group are covered while the Member is Hospitalized as an Inpatient. A specialist is a licensed health care professional with advanced training in an area of medicine or surgery.
10. **Inpatient Rehabilitation Care** – Rehabilitation Services that must be provided in Inpatient rehabilitation Facility are covered. Inpatient rehabilitation consists of the combined and coordinated use of physical, occupational and speech therapy when Medically Necessary and provided by a Participating Provider who is a registered physical, speech or occupational therapist, or a healthcare professional under the direct supervision of a licensed physical therapist acting within the scope of his or her license under California law. Medically Necessary treatment for Mental Disorders and Substance-Related and Addictive Disorders are covered. (For a description of coverage for Mental Disorder and Substance-Related and Addictive Disorders, please refer to the behavioral health supplement to this *Combined Evidence of Coverage and Disclosure Form*).
11. **Mastectomy, Breast Reconstruction After Mastectomy and Complications From Mastectomy** – Medically Necessary mastectomy and lymph node dissection are covered, including prosthetic devices and/or reconstructive surgery to restore and achieve symmetry for the Member incident to the mastectomy. The length of a Hospital stay is determined by the attending Physician and surgeon in consultation with the Member, consistent with sound clinical principles and processes. Coverage includes any initial and subsequent reconstructive surgeries or prosthetic devices for the diseased breast on which the mastectomy was performed. Coverage is provided for surgery and reconstruction of the other breast if, in the opinion of the attending surgeon, this surgery is necessary to achieve symmetrical appearance. Medical treatment for any complications from a mastectomy, including lymphedema, is covered.
12. **Maternity Care** – Prenatal and maternity care services are covered, including labor, delivery and recovery room charges, delivery by cesarean section, treatment of miscarriage and complications of pregnancy or childbirth. Certain prenatal services are covered as preventive care. Please refer to "Preventive Care Services" in the outpatient benefits section.
  - Educational courses on childcare and/or prepared childbirth classes are not covered.
  - Alternative birthing center services are covered when provided or arranged by a Participating Hospital affiliated with the Member's Participating Medical Group.

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- Licensed/Certified nurse midwife services are covered only when available within the Member's Participating Medical Group.
- Elective home deliveries are not covered.

A minimum 48-hour Inpatient stay for normal vaginal delivery and a minimum 96-hour Inpatient stay following delivery by cesarean section are covered. Coverage for Inpatient Hospital care may be for a time period less than the minimum hours if the decision for an earlier discharge of the mother and newborn is made by the treating Physician in consultation with the mother. In addition, if the mother and newborn are discharged prior to the 48-or 96-hour minimum time periods, a post-discharge follow-up visit for the mother and newborn will be provided within 48 hours of discharge, when prescribed by the treating Physician.

13. **Morbid Obesity (Surgical Treatment)** – UnitedHealthcare covers bariatric surgical procedures when Medically Necessary and preauthorized. UnitedHealthcare will use scientifically valid, evidence-based criteria to determine coverage of bariatric surgery, such as the most recent National Institutes of Health (NIH) guidelines, in determining the Medical Necessity of requests for surgical treatment for morbid obesity. Please refer to your Schedule of Benefits for copayment information of this benefit or you may call UnitedHealthcare's Customer Service Department for additional information.
14. **Newborn Care** – Postnatal Hospital Services are covered, including circumcision (if desired and performed in the hospital) and special care nursery. A newborn Copayment applies in addition to the Copayment for maternity care, unless the newborn is discharged with the mother within 48 hours of the baby's normal vaginal delivery or within 96 hours of the baby's cesarean delivery. Circumcision is covered for male newborns prior to Hospital discharge. See "Circumcision" under "Outpatient Benefits" for an explanation of coverage after Hospital discharge.
15. **Organ Transplant and Transplant Services** – Non-Experimental and Non-Investigational organ transplants and transplant services are covered when the recipient is a Member and the transplant is performed at a Designated Facility. Listing of the Member at a second Designated Facility is a covered benefit unless the Regional Organ Procurement Agency is the same for both facilities.  
  
Organ transplant listing is limited to two Designated Facilities. If the Member is listed at two facilities, UnitedHealthcare will only cover costs associated with the transplant surgical procedure (includes donor surgical procedure and services) and post-transplant services at the Facility where the transplant is performed. The Member will be responsible for any duplicated diagnostic costs for a transplant evaluation incurred at the second Facility. Covered Services for living donors are limited to Medically Necessary clinical services once a donor is identified. Transportation and other nonclinical expenses of the living donor are excluded, and are the responsibility of the Member who is the recipient of the transplant. (See the definition for "Designated Facility.")
16. **Reconstructive Surgery** – Reconstructive surgery is covered to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease. It includes Medically Necessary dental or orthodontic services that are an integral part of the reconstructive surgery for cleft palate procedures. Cleft palate means a condition that may include a cleft palate, cleft lip, or other craniofacial anomalies associated with a cleft palate. The purpose of reconstructive surgery is to correct abnormal structures of the body to improve function or create a normal appearance to the extent possible. Reconstructive procedures require Preauthorization by the Member's Participating Medical Group or UnitedHealthcare in accordance with standards of care as practiced by Physicians specializing in reconstructive surgery.
17. **Skilled Nursing/Subacute and Transitional Care** – Medically Necessary Skilled Nursing Care and Skilled Rehabilitation Care are covered. The Member's Participating Medical Group or UnitedHealthcare will determine where the Skilled Nursing Care and Skilled Rehabilitation Care will be provided. Refer to your Schedule of Benefits for the number of days covered under your Health Plan. Subacute and Transitional Care are levels of care provided by a Skilled Nursing Facility to a Member

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who does not require Hospital acute care, but who requires more intensive licensed Skilled Nursing Facility care than is provided to the majority of the patients in a Skilled Nursing Facility.

Skilled Nursing Facility services will be provided in place of a Hospital stay when Medically Necessary, and when authorized by the Member's Primary Care Physician, or by the Member's Participating Medical Group or by UnitedHealthcare. When the Member is transferred from a Skilled Nursing Facility to an acute Hospital setting, and then back to a Skilled Nursing Facility, the days spent in the acute Hospital are not counted against the benefit limitation as described in your Schedule of Benefits.

A benefit period begins on the date the enrollee is admitted to a Hospital or a Skilled Nursing Facility at a skilled level of care. A benefit period ends on the date the enrollee has not been an inpatient in a Hospital or Skilled Nursing Facility, receiving a skilled level of care, for 60 consecutive days. A new benefit period can begin only after any existing benefit period ends. A prior three-day stay in an acute care Hospital is not required to commence a benefit period.

Prescription drugs are covered when furnished by the Skilled Nursing Facility and used by the Member during a period of covered Skilled Nursing Facility care. Services or supplies not included in the written treatment plan and Custodial Care are not covered.

Outpatient drugs and prescription medications may be available as a supplemental benefit. Please refer to "Drugs and Prescription Medication" (Outpatient) listed in "Other Exclusions and Limitations."

18. **Termination of Pregnancy** – Refer to the Schedule of Benefits for the terms of any coverage, if any.

## II. Outpatient Benefits

**The following benefits are available on an Outpatient basis and must be provided by the Member's Primary Care Physician or authorized by the Member's Participating Medical Group or UnitedHealthcare. All services must be Medically Necessary as defined in this Combined Evidence of Coverage and Disclosure Form. The fact that a Physician has ordered a particular service, supply, or treatment will not make it covered under the Health Plan. A service, supply, or treatment must be both Medically Necessary and not excluded from coverage in order to be a Covered Service.**

1. **Allergy Serum** – Allergy serum, as well as needles, syringes and other supplies for the administration of the serum are covered for the treatment of allergies. Allergy serum, needles and syringes must be obtained through a UnitedHealthcare Participating Physician.
2. **Allergy Testing Treatment** – Services and supplies are covered, including provocative antigen testing, to determine appropriate allergy treatment. Services and supplies for the treatment of allergies, including allergen/antigen immunotherapy and serum are covered according to an established treatment plan.
3. **Ambulance** – The use of an ambulance (land or air) is covered without Preauthorization, when the Member reasonably believes there is an emergency medical or psychiatric condition that requires ambulance transport to access Emergency Services. Such coverage includes, but is not limited to, ambulance or ambulance transport services provided through the 911 emergency response system. Ambulance transportation is limited to the nearest available emergency Facility having the expertise to stabilize the Member's Emergency Medical Condition. Use of an ambulance for a non-Emergency Services is covered only when specifically authorized by the Member's Participating Medical Group or UnitedHealthcare.
4. **Attention Deficit/Hyperactivity Disorder** – The medical management of Attention Deficit/Hyperactivity Disorder (ADHD) is covered, including the diagnostic evaluation and laboratory monitoring of prescribed drugs. This benefit does not include noncrisis mental health counseling or behavior modification programs. (Outpatient prescription drug coverage is available through UnitedHealthcare's Prescription Drug supplemental benefit). This medical benefit does not include family counseling, please refer to the "Behavioral health supplemental benefit for terms and conditions

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of coverage. For additional information regarding Covered Mental Health Services please refer to the “Mental Health Services” benefit description in this section.

5. **Blood and Blood Products** – Blood and blood products are covered. Autologous (self-donated), donor-directed and donor-designated blood processing costs are limited to blood collected for a scheduled procedure.
6. **Bloodless Surgery** – Please refer to the benefit described above under “Inpatient Benefits” for “Bloodless Surgery.” Outpatient services Copayments and/or deductibles apply for any services received on an Outpatient basis.
7. **Bone-Anchored Hearing Aid** – Bone-anchored hearing aid is covered only when the Member has either of the following:
  - Craniofacial anomalies in which abnormal or absent ear canals preclude the use of a wearable hearing aid, or
  - Health loss of sufficient severity that it cannot be adequately remedied by a wearable hearing aid.

Covered Services are available for a bone-anchored hearing aid that is purchased as a result of a written recommendation by a Participating Physician.

**Note:** Bone-anchored hearing aid will not be subject to the non-implantable hearing aid limit. There will not be a dollar maximum associated with this benefit. Bone-anchored hearing aid will be subject to applicable medical/surgical categories (e.g., inpatient hospital, physician fees) only for Members who meet the medical criteria specified above. Repairs and/or replacement for the implanted components of a bone anchored hearing aid are not covered, except for malfunctions.

Replacements of external hearing aid components for bone-anchored hearing aids are covered under the Durable Medical Equipment benefit and are subject to the Durable Medical Equipment limitations. External components for bone-anchored hearing aids are either body-worn or worn behind the ear. Examples of external hearing aid components are only covered due to malfunction and when the condition of the device or part requires repairs that exceed the cost of replacement. Deluxe model and upgrades that are not Medically Necessary are not covered.

Please refer to the “Hearing Aid and Hearing Device” benefit description in this section for non-implantable hearing aid; the Schedule of Benefits for applicable Copayments and to the “Bone-Anchored Hearing Aid” exclusion listed in “Other Exclusions and Limitations.”

8. **Clinical Trials** – Please refer to the benefit described above under Inpatient “Clinical Trials.” Outpatient services Copayments and/or deductibles apply for any Clinical Trials services received on an Outpatient basis according to the Copayments for that specific Outpatient service. UnitedHealthcare is required to pay for the services covered under this benefit at the rate agreed upon by UnitedHealthcare and a Participating Provider, minus any applicable Copayment, Coinsurance or deductibles. In the event the Member participates in a clinical trial provided by a Non-Participating Provider that does not agree to perform these services at the rate UnitedHealthcare negotiates with Participating Providers, the Member will be responsible for payment of the difference between the Non-Participating Provider’s billed charges and the rate negotiated by UnitedHealthcare with Participating Providers, in addition to any applicable Copayment, Coinsurance or deductibles.

Any additional expenses the Member may have to pay beyond UnitedHealthcare’s negotiated rate as a result of using a Non-Participating Provider do not apply to the Member’s Annual Copayment Maximum.

9. **Circumcision** – Circumcision is covered for male newborns prior to Hospital discharge. Circumcision is covered after Hospital discharge only when:
  - Circumcision was delayed by the Participating Provider during initial Hospitalization. Unless the delay was for medical reasons, the circumcision is covered after discharge only through the 28-day

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neonatal period, or

- Circumcision was determined to be medically inappropriate during initial Hospitalization due to medical reasons (for example, prematurity, congenital deformity, etc.). The circumcision is covered when the Participating Provider determines it is medically safe and the circumcision is performed within 90 days from that determination.

Circumcision other than noted under the Outpatient Circumcision benefit will be reviewed for Medical Necessity by the Participating Medical Group or UnitedHealthcare Medical Director or designee.

10. **Cochlear Implant Device** – An implantable cochlear device for bilateral, profoundly hearing-impaired individuals or prelingual individuals who are not benefited from conventional amplification (hearing aids) is covered. Please also refer to “Cochlear Implant Medical and Surgical Services.”
11. **Cochlear Implant Medical and Surgical Services** – The implantation of a cochlear device for bilateral, profoundly hearing-impaired or prelingual individuals who are not benefited from conventional amplification (hearing aids) is covered. This benefit includes services needed to support the mapping and functional assessment of the cochlear device at the authorized Participating Provider. (For an explanation of speech therapy benefits, please refer to “Outpatient Medical Rehabilitation Therapy.”)
12. **Dental Treatment Anesthesia** – See “Oral Surgery and Dental Services: Dental Treatment Anesthesia.”
13. **Diabetic Management and Treatment** – Coverage includes Outpatient self-management training, education and medical nutrition therapy services. The diabetes Outpatient self-management training, education and medical nutrition therapy services covered under this benefit will be provided by appropriately licensed or registered health care professionals. These services must be provided under the direction of and prescribed by a Participating Provider.
14. **Diabetic Self-Management Items** – Equipment and supplies for the management and treatment of diabetes are covered, based upon the medical needs of the Member, including but not necessarily limited to: blood glucose monitors; blood glucose monitors designed to assist the visually impaired; strips; lancets and lancet puncture devices; pen delivery systems (for the administration of insulin); insulin pumps and all related necessary supplies; ketone urine testing strips; insulin syringes; podiatry services; and devices to prevent or treat diabetes-related complications. Members must have coverage under the Outpatient Prescription Drug Benefit for insulin, glucagon and other diabetic medications to be covered.  
  
Visual aids are covered for Members who have a visual impairment that would prohibit the proper dosing of insulin. Visual aids do not include eyeglasses (frames and lenses) or contact lenses. The Member’s Participating Provider will prescribe insulin syringes, lancets, glucose test strips and ketone urine test strips to be filled at a pharmacy that contracts with UnitedHealthcare.
15. **Dialysis** – Acute and chronic hemodialysis and peritoneal dialysis services and supplies are covered. Chronic dialysis (peritoneal or hemodialysis) must be authorized by the Member’s Participating Medical Group or UnitedHealthcare and provided within the Member’s Participating Medical Group. The fact that the Member is outside the geographic area served by the Participating Medical Group will not entitle the Member to coverage for maintenance of chronic dialysis to facilitate travel.
16. **Durable Medical Equipment (Rental, Purchase or Repair)** – Durable Medical Equipment is covered when it is designed to assist in the treatment of an injury or illness of the Member, and the equipment is primarily for use in the home. Durable Medical Equipment is medical equipment that can exist for a reasonable period of time without significant deterioration. Examples of covered Durable Medical Equipment include wheelchairs, Hospital beds, standard oxygen-delivery systems and equipment for the treatment of asthma (nebulizers, masks, tubing and peak flow meters, the equipment and supplies must be prescribed by and are limited to the amount requested by the Participating Physician). Outpatient drugs, prescription medications and inhaler spacers for the treatment of asthma are available under the prescription drug benefit if purchased as a supplemental benefit. Please refer to the Pharmacy

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Schedule of Benefits, “Medication Covered by Your Benefit” under “Miscellaneous Prescription Drug Coverage” for coverage.

Replacements, repairs and adjustments to Durable Medical Equipment are limited to normal wear and tear or because of a significant change in the Member’s physical condition. The Member’s Participating Medical Group or UnitedHealthcare has the option to repair or replace Durable Medical Equipment items. Replacement of lost or stolen Durable Medical Equipment is not covered. The following equipment and accessories are not covered: Non-Medically Necessary optional attachments and modifications to Durable Medical Equipment for the comfort or convenience of the Member, accessories for portability or travel, a second piece of equipment with or without additional accessories that is for the same or similar medical purpose as existing equipment and home and/or car modifications to accommodate the Member’s condition.

For a detailed listing of covered Durable Medical Equipment, please contact the UnitedHealthcare Customer Service department at 1-800-367-2660.

Please refer to “Bone-Anchored Hearing Aid” in the “Outpatient Benefits” section and in the “Other Exclusions and Limitations” section for a description of coverage for external hearing aid components subject to the Durable Medical Equipment benefit and limitations.

17. **Family Planning** – Covered Services include all Food and Drug Administration (FDA) approved contraceptive methods including drugs, devices, and other products for women, including all FDA-approved contraceptive drugs, devices, and products available over the counter, as prescribed by the Member’s Participating Provider, voluntary sterilization procedures, and patient education and counseling on contraception and follow-up services related to the drugs, devices, products, and procedures including, but not limited to, management of side effects, counseling for continued adherence, and device insertion and removal.

Where FDA has approved one or more therapeutic equivalents of a contraceptive drug, device, or product, we are only required to cover at least one therapeutic equivalent without cost sharing. If a contraceptive is prescribed for other than contraceptive purposes, the copay or coinsurance at the applicable prescription drug tier will apply.

18. **Footwear** – Specialized footwear, including foot orthotics, custom-made or standard orthopedic shoes are covered for a Member with diabetic foot disease or when an orthopedic shoe is permanently attached to a Medically Necessary orthopedic brace. Replacements, repairs and adjustments to foot orthotics are covered when Medically Necessary and authorized by the Member’s Participating Medical Group or UnitedHealthcare.

19. **Gender Dysphoria** – Prior authorization of medically necessary services must be done by UnitedHealthcare or delegated providers as determined by UnitedHealthcare. For more information regarding this coverage, please refer to the Benefit Interpretation Policy Manual and Medical Management Guidelines Manual available at [www.myuhc.com](http://www.myuhc.com).

20. **Health Education Services** – Includes wellness programs such as a stop smoking program available to enrolled Members. UnitedHealthcare also makes health and wellness information available to Members. For more information about the stop smoking program or any other wellness program, call the UnitedHealthcare Customer Service department at 1-800-367-2660, or visit the UnitedHealthcare website.

The Member’s Participating Medical Group may offer additional community health programs. These programs are independent of health improvement programs offered by UnitedHealthcare and are not covered. Fees charged will not apply to the Member’s Copayment maximum.

21. **Hearing Aids and Hearing Devices** – Hearing aids required for the correction of a hearing impairment (a reduction in the ability to perceive sound which may range from slight to complete deafness) are covered. Hearing aids are electronic amplifying devices designated to bring sound more

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effectively into the ear. A hearing aid consists of a microphone, amplifier and receiver.

Covered Services are available for a hearing aid that is purchased as a result of a written recommendation by a Participating Physician. Covered Services are provided for the hearing aid and for charges for associated fitting and testing.

Non-implantable hearing aid benefit will be limited to one hearing aid (including repairs and replacements), per hearing impaired ear, every three (3) years.

Please refer to the Schedule of Benefits for any applicable Copayments, and Deductible Amounts, maximum and benefit limitations in the "Hearing Aid and Hearing Device" listed in "Other Exclusions and Limitations." For implantable hearing aid, refer to "Bone-Anchored Hearing Aid" in this section.

22. **Home Health Care Visits** – A Member is eligible to receive Home Health Care Visits if the Member: (i) is confined to the home (home is wherever the Member makes his or her home but does not include acute care, rehabilitation or Skilled Nursing Facilities); (ii) needs Medically Necessary skilled nursing visits or needs physical, speech or occupational therapy; and (iii) the Home Health Care Visits are provided under a plan of care established and periodically reviewed and ordered by a UnitedHealthcare Participating Provider. "Skilled Nursing Services" means the services provided directly by or under the direct supervision of licensed nursing personnel, including the supportive care of a Home Health Aide. Skilled nursing visits may be provided by a registered nurse or licensed vocational nurse.

If a Member is eligible for Home Health Care Visits in accordance with the authorized treatment plan, the following Medically Necessary Home Health Care Visits may be included but are not limited to:

- Skilled nursing visits;
- Home Health Aide Services visits that provide supportive care in the home which are reasonable and necessary to the Member's illness or injury;
- Physical, occupational or speech therapy that is provided on a per visit basis;
- Medical supplies, durable medical equipment;
- Infusion therapy medications and supplies and laboratory services as prescribed by a Participating Provider to the extent such services would be covered by UnitedHealthcare had the Member remained in the Hospital, rehabilitation or Skilled Nursing Facility; and
- Drugs, medications and related pharmaceutical services are covered for those Members enrolled in UnitedHealthcare's Outpatient Prescription Benefit. Outpatient prescription drugs may be available as a supplemental benefit. Please refer to your *Schedule of Benefits*.

If the Member's Participating Medical Group determines that Skilled Nursing Service needs are more extensive than the services described in this benefit, the Member will be transferred to a Skilled Nursing Facility to obtain services. UnitedHealthcare, in consultation with the Member's Participating Medical Group, will determine the appropriate setting for delivery of the Member's Skilled Nursing Services.

Please refer to the Schedule of Benefits for any applicable Copayments and benefit limitations.

23. **Hospice Services** – Hospice Services are covered for Members with a Terminal Illness, defined as a medical condition resulting in a prognosis of life expectancy of one year or less, if the disease follows its natural course. Hospice Services are provided pursuant to the plan of care developed by the Member's interdisciplinary team, which includes, but is not limited to, the Member, the Member's Primary Care Physician, a registered nurse, a social worker and a spiritual caregiver.

Hospice Services include skilled nursing services, certified Home Health Aide Services and homemaker services under the supervision of a qualified registered nurse; bereavement services; social services/counseling services; medical direction; volunteer services; pharmaceuticals, medical equipment and supplies that are reasonable and necessary for the palliation and management of the Terminal Illness and related conditions; physical and occupational therapy and speech-language pathology services for purposes of symptom control or to enable the Member to maintain activities of

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daily living and basic functional skills.

Covered Hospice Services are available in the home on a 24-hour basis when Medically Necessary, during periods of crisis, when a Member requires continuous care to achieve palliation or management of acute medical symptoms. Inpatient Hospice Services are provided in an appropriately licensed Hospice Facility when the Member's interdisciplinary team has determined that the Member's care cannot be managed at home because of acute complications or when it is necessary to relieve the Family Members or other persons caring for the Member (respite care). Respite care is limited to an occasional basis and to no more than five (5) consecutive days at a time.

24. **Infertility Services** – Please refer to the *Schedule of Benefits* for coverage. Coverage for Infertility services is available through UnitedHealthcare's Infertility supplemental benefit included with your enrollment materials.
25. **Injectable Drugs (Outpatient Injectable Medications and Self-Injectable Medications)** –
- **Infusion Therapy** – Infusion therapy refers to the therapeutic administration of drugs or other prepared or compounded substances by the Intravenous route (includes chemotherapy). Infusion therapy is covered when furnished as part of a treatment plan authorized by the Member's Primary Care Physician, Participating Medical Group or UnitedHealthcare. The infusions must be administered in the Member's home, Participating Physician's office or in an institution, such as a board and care, Custodial Care, or assisted living Facility, that is not a Hospital or institution primarily engaged in providing Skilled Nursing Services or Rehabilitation Services.
  - **Outpatient Injectable Medications** – Outpatient injectable medications (except insulin) include those drugs or preparations which are not usually self-administered and which are given by the Intramuscular or Subcutaneous route. Outpatient injectable medications (except insulin) are covered when administered as a customary component of a Physician's office visit and when not otherwise limited or excluded (e.g., insulin, certain immunizations, infertility drugs, birth control or off-label use of covered injectable medications). Outpatient injectable medications must be obtained through a Participating Provider, the Member's Participating Medical Group or UnitedHealthcare Designated Pharmacy and may require preauthorization by UnitedHealthcare. Please refer to "Preventive Care Services" in the outpatient benefits section for a description of immunizations covered as preventive care.
  - **Self-Injectable Medications** – Self-injectable medications (except insulin) are defined as those drugs which are either generally self-administered by the Subcutaneous route regardless of the frequency of administration, or by the Intramuscular route at a frequency of one or more times per week. Self-injectable medications (except insulin) are covered when prescribed by a Participating Provider, as authorized by the Member's Participating Medical Group or by UnitedHealthcare. Self-injectable medications must be obtained through a Participating Provider, through the Member's Participating Medical Group or UnitedHealthcare-designated pharmacy/specialty injectable vendor, and may require preauthorization by UnitedHealthcare. A separate Copayment applies to all self-injectable medications for a 30-day supply (or for the prescribed course of treatment if shorter), whether self-administered or injected in the Physician's office, and is applied in addition to any office visit Copayment.
26. **Laboratory Services** – Medically Necessary diagnostic and therapeutic laboratory services are covered.
27. **Maternity Care, Tests and Procedures** – Physician visits, laboratory services (including the California Department of Health Services' expanded alpha fetoprotein (AFP) program), and radiology services are covered for prenatal and postpartum maternity care. Nurse midwife services are covered when available within and authorized by the Member's Participating Medical Group.
- Genetic testing and counseling are covered when authorized by the Member's Participating Medical Group as part of an amniocentesis or chorionic villus sampling procedure.

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When certain laboratory services are performed as prenatal preventive screening, as defined by the United Services Preventive Services Task Force (USPSTF) with an “A” or “B” recommendation and the Department of Health and Human Services (“HHS”). Covered Services are provided under “Preventive Care Services” in the outpatient benefits section.

28. **Medical Supplies and Materials** – Medical supplies and materials necessary to treat an illness or injury are covered when used or furnished while the Member is treated in the Participating Provider’s office, during the course of an illness or injury, or stabilization of an injury or illness, under the direct supervision of the Participating Provider. Examples of items commonly furnished in the Participating Provider’s office to treat the Member’s illness or injury are gauzes, ointments, bandages, slings and casts.
29. **Mental Health Services** – Services to treat Mental Disorders include but not limited to those listed below are covered under this plan and is provided to you by U.S. Behavioral Health Plan, California (USBHPC).

Outpatient Mental Health Services – Medically Necessary Mental Health Services provided by a Participating Practitioner including individual and group mental health evaluation and treatment and services for the purpose of monitoring drug therapy. Certain outpatient services that require preauthorization by USBHPC, when Medically Necessary are Outpatient Electro-Convulsive Treatment, Outpatient Treatment extended beyond 45 minutes, Partial Hospitalization/ Day Treatment and Intensive Outpatient Treatment; Behavioral Health Treatment for PDD/ Autism including Applied Behavior Analysis (ABA) and other evidence-based behavior intervention programs and Psychological Testing when necessary to diagnose and evaluate a Mental Disorder and authorized. Such services must be provided at the office of the Participating Practitioner or at a Participating Outpatient Treatment Center. Intensive Psychiatric Treatment Programs may include Partial Hospitalization/ Day Treatment Programs as Intensive Outpatient Care.

Behavioral Health Treatment for Pervasive Developmental Disorder (“PDD”) or Autism - Professional services and treatment programs, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of a Covered Person with pervasive developmental disorder or autism, and that meet the criteria required by California law. Please refer to **Section 10, Definitions**, for a description of the required criteria.

Intensive Psychiatric Treatment Programs – when provided at a Participating Facility or Day Treatment Center, preauthorization is required. These programs include:

- Short-term hospital-based intensive outpatient care (Partial Hospitalization/ Day Treatment and Intensive Outpatient Treatment)
- Short-term multidisciplinary treatment in an intensive outpatient psychiatric treatment program
- Short-term treatment in a crisis residential program in licensed psychiatric treatment facility with 24-hour-a-day monitoring by clinical staff for stabilization of an acute psychiatric crisis
- Psychiatric observation for an acute psychiatric crisis

Prescribed medications are covered as described in the *Outpatient Prescription Drug Benefit* supplement to this *Combined Evidence of Coverage and Disclosure Form*.

See your behavioral health supplement to this *Combined Evidence of Coverage and Disclosure Form* for USBHPC as to how to obtain prior authorization and for any other further information.

See your *Schedule of Benefits* for Mental Health Services for any amounts you may have to pay.

30. **OB/GYN Physician Care** – See “Physician OB/GYN Care.”
31. **Oral Surgery and Dental Services** – Emergency Services for stabilizing an acute injury to sound natural teeth, the jawbone or the surrounding structures and tissues are covered. Coverage is limited to treatment provided within 48 hours of injury or as soon as the Member is medically stable. Other covered oral surgery and dental services include:

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- Oral surgery or dental services, rendered by a Physician or dental professional for treatment of primary medical conditions. Examples include, but are not limited to:
  - Biopsy and excision of cysts or tumors of the jaw, treatment of malignant neoplastic disease(s) and treatment of temporomandibular joint syndrome (TMJ);
  - Biopsy of gums or soft palate;
  - Oral or dental examinations performed on an Inpatient or Outpatient basis as part of a comprehensive workup prior to transplantation surgery;
  - Preventive fluoride treatment prior to an aggressive chemotherapeutic or radiation therapy protocol. Fluoride trays and/or bite guards used to protect the teeth from caries and possible infection during radiation therapy;
  - Reconstruction of a ridge that is performed as a result of and at the same time as the surgical removal of a tumor (for other than dental purposes);
  - Reconstruction of the jaw when Medically Necessary (e.g., radical neck or removal of mandibular bone for cancer or tumor);
  - Reconstructive surgery due to congenital defect such as cleft lip and cleft palate. Refer to "Reconstructive Surgery" procedure.
  - Ridge augmentation or alveoplasty are covered when determined to be Medically Necessary based on state cosmetic reconstructive surgery law and jawbone surgery law;
  - Setting of the jaw or facial bones;
  - Tooth extraction prior to a major organ transplant or radiation therapy of neoplastic disease to the head or neck;
  - Treatment of maxillofacial cysts, including extraction and biopsy.

Dental Services beyond emergency treatment to stabilize an acute injury, including, but not limited to, crowns, fillings, dental implants, caps, dentures, braces, dental appliances and orthodontic procedures are not covered. Charges for the dental procedure(s) beyond emergency treatment to stabilize an acute injury, including, but not limited to, professional fees of the dentist or oral surgeon, X-ray and laboratory fees or related dental supplies provided in connection with the care, treatment, filling, removal or replacement of teeth or structures directly supporting the teeth, dental services include those for crowns, root canals, replacement of teeth, complete dentures, gold inlays, fillings, and other dental services specific to the replacement of teeth or structures directly supporting the teeth and other dental services specific to the treatment of the teeth are not covered except for services covered by UnitedHealthcare under this Outpatient benefit, "Oral Surgery and Dental Services."

**32. Oral Surgery and Dental Services: Dental Treatment Anesthesia** – Anesthesia and associated Facility charges for dental procedures provided in a Hospital or Outpatient surgery center are covered when: (i) the Member's clinical status or underlying medical condition requires use of an Outpatient surgery center or Inpatient setting for the provision of the anesthesia for a dental procedure(s) that ordinarily would not require anesthesia in a Hospital or Outpatient surgery center setting; and (ii) one of the following criteria is met:

- The Member is under 7 years of age;
- The Member is developmentally disabled, regardless of age; or
- The Member's health is compromised and general anesthesia is Medically Necessary, regardless of age.

The Member's dentist must obtain Preauthorization from the Member's Participating Medical Group or UnitedHealthcare before the dental procedure is provided.

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Dental Anesthesia in a dental office or dental clinic is not covered. Charges for the dental procedure(s) itself, including, but not limited to, professional fees of the dentist or oral surgeon, X-ray and laboratory fees or related dental supplies provided in connection with the care, treatment, filling, removal or replacement of teeth or structures directly supporting the teeth are not covered except for services covered by UnitedHealthcare under the Outpatient benefit, "Oral Surgery and Dental Services."

33. **Outpatient Medical Rehabilitation Therapy** – Services are covered when Medically Necessary and provided by a Participating Provider who is a registered physical, speech or occupational therapist or a healthcare professional under the direct supervision of a licensed physical therapist acting within the scope of his or her license or otherwise authorized under California law. Medically Necessary treatment for Severe Mental Illness and Serious Emotional Disturbances of a Child (SED) are covered. (For a description of coverage of mental health care services for the diagnosis and treatment of Severe Mental Illness (SMI) and Serious Emotional Disturbances of a Child (SED), please refer to the behavioral health supplement to this Combined Evidence of Coverage and Disclosure Form.)
34. **Outpatient Services** – Medically Necessary services, treatments or procedures performed in a hospital outpatient services department setting or a free-standing facility that is not a certified ambulatory surgical center or outpatient surgery department of an acute hospital are covered. Examples include, but are not limited to: endoscopies, hyperbaric oxygen and wound care.
35. **Outpatient Surgery** – Short-stay, same-day or other similar Outpatient surgery facilities and professional services are covered when provided as a substitute for Inpatient care.
36. **Phenylketonuria (PKU) Testing and Treatment** – Testing for Phenylketonuria (PKU) is covered to prevent the development of serious physical or mental disabilities or to promote normal development or function as a consequence of PKU enzyme deficiency. PKU includes those formulas and special food products that are part of a diet prescribed by a Participating Physician and managed by a health care professional in consultation with a Physician who specializes in the treatment of metabolic disease and who participates in or is authorized by UnitedHealthcare, provided that the diet is deemed Medically Necessary to avert the development of serious physical or mental disabilities or to promote normal development or function as a consequence of PKU. Special food products do not include food that is naturally low in protein, but may include a special low-protein formula specifically approved for PKU and special food products that are specially formulated to have less than one gram of protein per serving.
37. **Physician Care (Primary Care Physician and Specialist)** – Diagnostic, consultation and treatment services provided by the Member's Primary Care Physician are covered. Services of a specialist are covered upon referral by Member's Participating Medical Group or UnitedHealthcare. A specialist is a licensed health care professional with advanced training in an area of medicine or surgery.
38. **Physician OB/GYN Care** – The Member may obtain obstetrical and gynecological Physician services directly from an OB/GYN, Family Practice Physician or surgeon (designated by the Member's Participating Medical Group as providing OB/GYN services) affiliated with the Member's Participating Medical Group.
39. **Preventive Care Services** – Preventive Care Services means Covered Services provided on an outpatient basis at a Participating Physician's office or a Participating Hospital that encompasses medical services that have been demonstrated by clinical evidence to be safe and effective in either the early detection of disease or in the prevention of disease, have been proven to be associated with beneficial health outcomes and include the following as required under applicable law:
  - Evidence-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force (USPSTF).
  - Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
  - With respect to infants, children and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and

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Services Administration and the Periodicity Schedule of the Bright Futures Recommendations for Pediatric Preventive Health Care and Uniform Panel of the Secretary's Advisory Committee on Heritable Disorders in Newborns and Children.

- With respect to women, such additional preventive care and screenings as provided for in comprehensive guidelines supported by the Health Resources and Services Administration, including well-woman visits (including routine prenatal obstetrical office visits); gestational diabetes screening; human papillomavirus (HPV) DNA testing for women 30 years and older every 3 years; counseling for sexually transmitted infections; counseling and screening for human immunodeficiency virus (HIV); FDA-approved contraceptive methods and counseling; breastfeeding support and counseling; purchase of personal breast pump and supplies; and screening and counseling for interpersonal and domestic violence.

Preventive screening services include but are not limited to the following:

- Breast Cancer Screening and Diagnosis – Services are covered for the screening and diagnosis of breast cancer. Screening and diagnosis will be covered consistent with generally accepted medical practice and scientific evidence, upon referral by the Member's Primary Care Physician. Mammography for screening or diagnostic purposes is covered as authorized by the Member's participating nurse practitioner, participating nurse midwife or Participating Provider.
- Colorectal Screening – Routine screening beginning at age 50 for men and women at average risk with interval determined by method. Potential screening options include: home Fecal Occult Blood Test (FOBT), flexible sigmoidoscopy, the combination of home FOBT and flexible sigmoidoscopy, colonoscopy, or double-contrast barium enema.
- Hearing Screening – Routine hearing screening by a participating health professional is covered to determine the need for hearing correction. Hearing screening tests for Members are covered in accordance with American Academy of Pediatrics (Bright Futures) recommendations.
- Human Immunodeficiency Virus (HIV) – Services for human immunodeficiency virus (HIV) testing regardless of whether the testing is related to a primary diagnosis.
- Newborn Testing – Covered tests include, but are not limited to Phenylketonuria (PKU), Sickle cell disease and congenital Hypothyroidism.
- Prostate Screening – Evaluations for the screening and diagnosis of prostate cancer is covered (including, but not limited to, prostate-specific antigen testing and digital rectal examination). These evaluations are provided when consistent with good professional practice.
- Tobacco Screening – Routine screening of tobacco use. For those who use tobacco products, at least two tobacco cessation attempts per year. For this purpose, covering a cessation attempt includes coverage for:
  1. Four Tobacco cessation counseling sessions of at least 10 minutes each (including telephone counseling, group counseling and individual counseling) without prior authorization; and
  2. All Food and Drug Administration (FDA)-approved tobacco cessation medications (including both prescription and over-the-counter medications) for a 90-day treatment regimen when prescribed by a health care provider without prior authorization. Please refer to the Outpatient Prescription Drug Benefit Supplement to the Combined Evidence of Coverage and Disclosure Form for the covered smoking cessation drugs (both over-the-counter and prescription).
  3. Smoking cessation medications (both over-the-counter and prescription) covered at zero cost share when prescribed and prior authorized. In addition you must participate in tobacco cessation counseling sessions as described above. Please contact Customer Service for more information.
- Vision Screening – Annual routine eye health assessment and screening by a Participating

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Provider are covered to determine the health of the Member's eyes and the possible need for vision correction. An annual retinal examination is covered for Members with diabetes.

- Well-Baby/Child/Adolescent Care – Preventive health services are covered (including immunizations) when provided by the child's Participating Medical Group. All pediatric visits to age five are covered in full.
- Well-Woman Care – Medically Necessary obstetrical and gynecological services, including a Pap smear (cytology) and routine prenatal obstetrical office visits are covered. The Member may receive obstetrical and gynecological Physician services directly from an OB/GYN or Family Practice Physician or surgeon (designated by the Member's Participating Medical Group as providing OB/GYN services) affiliated with Member's Participating Medical Group.

**40. Prosthetics and Corrective Appliances/Orthotics (Non-Foot Orthotics)** – Prosthetics (except for bionic or myoelectric as explained below) are covered when Medically Necessary as determined by the Member's Participating Medical Group or UnitedHealthcare. Prosthetics are durable, custom-made devices designed to replace all or part of a permanently inoperative or malfunctioning body part or organ. Examples of covered prosthetics include initial contact lens in an eye following a surgical cataract extraction and removable, nondental prosthetic devices such as a limb that does not require surgical connection to nerves, muscles or other tissue.

Custom-made or custom-fitted Corrective Appliances/non-foot orthotics are covered when Medically Necessary as determined by the Member's Participating Medical Group or UnitedHealthcare. Corrective Appliances/non-foot orthotics are devices that are designed to support a weakened body part. These appliances are manufactured or custom-fitted to an individual Member.

- Bionic, myoelectric, microprocessor-controlled and computerized prosthetics are not covered.
- Deluxe upgrades that are not Medically Necessary are not covered.
- Replacements, repairs and adjustments to both corrective appliances/non-foot orthotics and prosthetics are covered when Medically Necessary. Repair or replacement must be authorized by the Member's Participating Medical Group or UnitedHealthcare.
- An artificial larynx or electronic speech aid is covered post laryngectomy or for a Member with permanently inoperative larynx condition.

Refer to "Footwear" in "Outpatient Benefits" And "Foot Orthotics/Footwear" in "Other Exclusions and Limitations of Benefits."

For a detailed listing of covered durable medical equipment, and prosthetic and corrective appliances, please contact the UnitedHealthcare Customer Service department at 1-800-367-2660.

**41. Radiation Therapy (Standard and Complex)** –

- Standard photon beam radiation therapy is covered.
- Complex radiation therapy is covered. This therapy requires specialized equipment, as well as specially trained or certified personnel to perform the therapy. Examples include, but are not limited to: brachytherapy (radioactive implants) and conformal photon beam radiation and IMRT. (Gamma knife procedures and stereotactic radiosurgery procedures are covered as Outpatient surgeries for the purpose of determining Copayments. (Please refer to your Schedule of Benefits for applicable Copayment, if any.)

**42. Reconstructive Surgery** – Reconstructive surgery is covered to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease. It includes Medically Necessary dental or orthodontic services that are an integral part of the reconstructive surgery for cleft palate procedures. Cleft palate means a condition that may include cleft palate, cleft lip, or other craniofacial anomalies associated with cleft palate. The purpose of reconstructive surgery is to improve function or create a normal appearance to the extent possible.

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Reconstructive procedures require Preauthorization by the Member's Participating Medical Group or UnitedHealthcare in accordance with standards of care as practiced by Physicians specializing in reconstructive surgery.

43. **Refractions** – Routine testing every 12 months is covered to determine the need for corrective lenses (refractive error), including a written prescription for eyeglass lenses. (Coverage for frames and lenses may be available if the Member's Health Plan includes a supplemental vision benefit. Coverage under this benefit also includes one (1) initial pair of eyeglasses when prescribed following cataract surgery with an intraocular lens implant. Eyeglasses must be obtained through your Participating Medical Group. (Additional vision benefits are available through your vision supplemental benefit. Please see the vision brochure included with your enrollment materials for details.)
44. **Standard X-rays** –Standard X-rays are covered for the diagnosis of an illness or injury, or to screen for certain defined diseases. Standard X-rays are defined to include conventional plain film X-rays, oral and rectal contrast gastrointestinal studies (such as upper GIs, barium enemas and oral cholecystograms), mammograms, obstetrical ultrasounds and bone mineral density studies (including ultrasound and DEXA scans). See "Specialized Scanning and Imaging Procedures" in Outpatient Benefits for coverage and examples of specialized scanning and imaging procedures.
45. **Specialized Scanning and Imaging Procedures** – Specialized Scanning and Imaging Procedures are covered for the diagnosis and ongoing medical management of an illness or injury. Specialized procedures are defined to include those which, unless specifically classified as standard X-rays (see "Standard X-rays", item # 43, in Outpatient Benefits), are digitally processed or computer-generated or which require contrast administered by injection or infusion. Examples of Specialized Scanning and Imaging Procedures include, but are not limited to, the following scanning and imaging procedures: CT, PET, SPECT, MRI, MRA, EEG, EMG, and nuclear scans, angiograms (includes heart catheterization), arthrograms, myelograms, and non-obstetrical ultrasounds.
46. **Telehealth Services** – Benefits are available for Covered Services received through Telehealth. No in-person contact is required between a licensed health care provider and a Member before payment is made for Covered Services appropriately provided through Telehealth, subject to all terms and conditions under the Health Plan.

Prior to the delivery of Covered Services via Telehealth, the health care provider at the originating site shall verbally inform the Member that Telehealth may be used and obtain verbal consent from the Member for this use. The verbal consent shall be documented in the Member's medical record.

UnitedHealthcare will not require the use of Telehealth services when the health care provider has determined that it is not appropriate. The appropriate use of Telehealth services is determined by the treating Physician health care provider pursuant to his or her arrangement with UnitedHealthcare.

### III. Other Behavioral Health Services

1. **Ambulance** – Use of an ambulance (land or air) for Emergencies, including, but not limited to, ambulance or ambulance transport services provided through the 911 Emergency response system is covered without prior authorization when the Member reasonably believes that the behavioral health condition requires Emergency Services that require ambulance transport services.

Use of an ambulance or a psychiatric transport service for a non-Emergency is covered only when specifically authorized by USBHPC and if:

- USBHPC or a Participating Practitioner determines the Member's condition requires the use of services that only a licensed ambulance (or psychiatric transport van) can provide; and
- The use of other means of transportation would endanger the Member's health.
- These services are covered only when the vehicle transports the Member to or from covered Behavioral Health Services.

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2. **Laboratory Services** – Diagnostic and therapeutic laboratory services are covered when ordered by a Participating Practitioner in connection with the Medically Necessary diagnosis and treatment of Mental Disorder and/or Substance-Related and Addictive Disorder.

#### **IV. Exclusions and Limitations of Benefits**

**Unless described as a Covered Service in an attached supplement, all services and benefits described below are excluded from coverage or limited under this Health Plan. Any supplement must be an attachment to this Combined Evidence of Coverage and Disclosure Form. (Note: Additional exclusions and limitations may be included with the explanation of your benefits in the additional materials.) For a list of other exclusions for behavioral health services, please see your behavioral health supplement to the *Combined Evidence of Coverage and Disclosure Form* for USBHPC.**

##### **General Exclusions**

- a. Services that are rendered without authorization from the Member's Participating Medical Group or UnitedHealthcare (except for Emergency Services or Urgently Needed Services described in this Combined Evidence of Coverage and Disclosure Form, and for obstetrical and gynecological Physician services obtained directly from an OB/GYN, Family Practice Physician or surgeon designated by the Member's Participating Medical Group as providing OB/GYN services), are not covered except for Emergency Services and out-of-area Urgently Needed Services.
- b. Services obtained from Non-Participating Providers or Participating Providers who are not affiliated with the Member's Participating Medical Group, without authorization from UnitedHealthcare or authorized by the Member's Participating Medical Group and the Member refused to obtain the services as offered by the Member's Participating Medical Group, are not covered, except for Emergency Services and out-of-area Urgently Needed Services.
- c. Services rendered prior to the Member's effective date of enrollment or after the effective date of disenrollment are not covered.
- d. UnitedHealthcare does not cover the cost of services provided in preparation for a non-Covered Service where such services would not otherwise be Medically Necessary. Additionally, UnitedHealthcare does not cover the cost of routine follow-up care for non-Covered Services (as recognized by the organized medical community in the state of California).
- e. Services performed by immediate relatives or members of your household are not covered.
- f. Services obtained outside the Service Area are not covered except for Emergency Services or Urgently Needed Services.

##### **Other Exclusions and Limitations**

1. **Acupuncture and Acupressure** – Acupuncture and acupressure are not covered.
2. **Air Conditioners, Air Purifiers and Other Environmental Equipment** – Air conditioners, air purifiers and other environmental equipment are not covered.
3. **Ambulance** – Ambulance service is not covered when used only for the Member's convenience or when another available form of transportation would be more appropriate. Wheelchair transportation services (e.g., a private vehicle or taxi fare) are also not covered.

Please refer to "Ambulance" in the "Outpatient Benefits" section and "Organ Transplants" in the "Other Exclusions and Limitations" section.

4. **Artificial Hearts** – Artificial hearts are considered Experimental and are therefore not covered. A Member may be entitled to an expedited external, independent review of UnitedHealthcare's coverage determination regarding Experimental or Investigational therapies as described in Section 8.
5. **Bariatric Surgery** – Bariatric surgery will only be covered when Medically Necessary for the treatment

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of Morbid Obesity. UnitedHealthcare will use scientifically valid, evidence-based criteria to determine coverage of bariatric surgery, such as the most recent National Institutes of Health (NIH) guidelines, in determining the Medical Necessity of requests for surgical treatment for morbid obesity.

UnitedHealthcare evaluation encourages a multidisciplinary team approach that includes medical, surgical, psychological, and nutritional expertise for those who are seeking surgical weight-loss. After surgery the Member must actively participate in a UnitedHealthcare multidisciplinary program of diet, exercise, and behavior modification.

Surgical treatments for morbid obesity and services related to this surgery are subject to prior approval by UnitedHealthcare's Medical Director or designee, and are limited to one (1) procedure per Member's lifetime except as approved by UnitedHealthcare's Medical Director or designee when due to medical or surgical complications, it is Medically Necessary and not as a result of noncompliance. Please also see "Weight Alteration Program (Inpatient or Outpatient)."

6. **Behavior Modification** – Behavior modification is not covered. Behavior modification is used in behavioral programs to denote methods for conditioning behavior by pairing a behavior with a reinforcement to reward the person if they implement a desired behavior or if they stop undesired behavior. Behavior modification can also involve incurring an unpleasant consequence for undesired behavior. Behavior modification may involve setting goals for desired behavior, goals are specific, measurable, attainable, and an age- and developmental-stage-appropriate. Play therapy services are covered only when they are authorized part of a Medically Necessary treatment plan, require the direct supervision of a licensed physical therapist or a Qualified Autism Service Provider and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law. This exclusion does not apply or exclude medically necessary behavior health therapy services for treatment of pervasive developmental disorders (PDD) or Autism.
7. **Biofeedback** – Biofeedback services are not covered except when Medically Necessary for the treatment of urinary incontinence, fecal incontinence or constipation for Member with organic neuromuscular impairment and part of an authorized treatment plan.
8. **Bloodless Surgery Services** – Bloodless surgery services are only covered to the extent available within the Member's Participating Medical Group.
9. **Bone-Anchored Hearing Aid** – Bone-anchored hearing aid is not covered except when either of the following applies:
  - For Members with craniofacial anomalies in which abnormal or absent ear canals preclude the use of a wearable hearing aid, or
  - For Members with hearing loss of sufficient severity that it cannot be adequately remedied by a wearable hearing aid.

Repairs and/or replacement for the implanted components of a bone-anchored hearing aid for a Member who meets the above coverage criteria are not covered, other than for malfunctions. Replacement of external hearing aid components for bone-anchored hearing aids are covered under the Durable Medical Equipment benefit. External components for bone-anchored hearing aids are either body-worn or worn behind the ear. Examples of external components include an external abutment and a sound processor. Replacement of external hearing aid components are only covered due to malfunction and when the condition of the device or part requires repairs that exceed the cost of replacement. Deluxe model and upgrades that are not Medically Necessary are not covered.

10. **Bone Marrow and Stem Cell Transplants** – Autologous or allogeneic bone marrow or stem cell transplants are not covered when they are Experimental or Investigational unless required by an external, independent review panel as described in Section 8 of this Combined Evidence of Coverage and Disclosure Form, under the caption "Independent Medical Review Procedures." The testing for compatible unrelated donors and costs for computerized national and international searches for unrelated allogeneic bone marrow or stem cell donors conducted through a registry are covered when

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the Member is the intended recipient. Unrelated donor searches must be performed at a UnitedHealthcare-approved transplant center. (See “Designated Facility” in **Definitions**.)

11. **Breast Pumps** – Covered Services are limited to one breast pump in conjunction with childbirth. The breast pump must be obtained from a Participating Provider as determined by the Member’s Participating Medical Group or by UnitedHealthcare. If more than one breast pump can meet the Member’s needs, Covered Services are available only for the most cost effective pump that meets the Member’s needs. The Member’s Participating Medical Group or UnitedHealthcare will determine the following:
  - Which pump is the most cost effective.
  - Timing of an acquisition.
12. **Chiropractic Care** – Care and treatment provided by a chiropractor are not covered.
13. **Communication Devices** – Computers, personal digital assistants and any speech-generating devices (except artificial larynxes) are not covered. Please also refer to “Durable Medical Equipment” and “Prosthetic and Corrective Appliances.” For a detailed listing of covered durable medical equipment, including prosthetic and corrective appliances, please contact the UnitedHealthcare Customer Service department at 1-800-367-2660.
14. **Complementary and Alternative Medicine** – Complementary and Alternative Medicine is not covered unless purchased by the Subscriber’s Employer Group as a supplemental benefit. Religious non-medical health care is not covered. (See the definition for “Complementary and Alternative Medicine.”)
15. **Cosmetic Services and Surgery** – Cosmetic surgery and cosmetic services are not covered. Cosmetic surgery and cosmetic services are defined as surgery and services performed to alter or reshape normal structures of the body in order to improve appearance. Drugs, devices and procedures related to cosmetic surgery or cosmetic services are not covered.
16. **Custodial Care** – Custodial Care is not covered except for those services provided by an appropriately licensed Hospice agency or appropriately licensed Hospice facility incident to a Member’s terminal illness as described in the explanation of Hospice Services in the Your Medical Benefits section of this Combined Evidence of Coverage and Disclosure Form. Custodial Care does not require the continuing attention of trained medical or paramedical personnel. This exclusion does not apply to authorized Medically Necessary covered skilled services provided to a Member residing in a Custodial Care facility.
17. **Dental Care, Dental Appliances and Orthodontics** – Except as otherwise provided under the Outpatient benefit captioned, “Oral Surgery and Dental Services,” dental care, dental appliances and orthodontics are not covered. Dental care means all services required for prevention and treatment of diseases and disorders of the teeth, including, but not limited to: oral exams, X-rays, routine fluoride treatment, plaque removal, tooth decay, routine tooth extraction, dental embryonal tissue disorders, periodontal disease, crowns, fillings, dental implants, caps, dentures, braces and orthodontic procedures. (Coverage for dental care may be available if purchased by the Subscriber’s employer as a separate benefit. If your Health Plan includes a dental care separate benefit, a brochure describing it will be enclosed with these materials.)
18. **Dental Treatment Anesthesia** – Dental treatment anesthesia provided or administered in a dentist’s office is not covered. Charges for the dental procedure(s) itself, including, but not limited to, professional fees of the dentist or oral surgeon, X-ray and laboratory fees or related dental supplies provided in connection with the care, treatment, filling, removal or replacement of teeth or structures directly supporting the teeth are not covered except for services covered by UnitedHealthcare under the Outpatient benefit, “Oral Surgery and Dental Services.”
19. **Dialysis** – Chronic dialysis (peritoneal or hemodialysis) is not covered outside of the Member’s Participating Medical Group. The fact that the Member is outside the geographic area served by the

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Participating Medical Group will not entitle the Member to coverage for maintenance of chronic dialysis to facilitate travel.

20. **Disabilities Connected to Military Services** – Treatment in a government facility for a disability connected to military service that the Member is legally entitled to receive through a federal governmental agency and to which the Member has reasonable access is not covered.
21. **Drugs and Prescription Medication (Outpatient)** – Outpatient drugs and prescription medications are not covered; however, coverage for prescription medications are available through the UnitedHealthcare Prescription Drug supplemental benefit. (Please see the UnitedHealthcare Prescription Drug brochure included with your enrollment materials for details.)

Infusion drugs, infusion therapy, and prescribed contraceptive drugs required by Federal law are not considered Outpatient drugs for the purposes of this exclusion. Refer to “Injectable Drugs”, “Family Planning” and “Infusion Therapy” in the outpatient benefits section for benefit coverage. Pen devices for the delivery of medication, other than insulin or as required by law, are not covered.

22. **Durable Medical Equipment** – Replacements, repairs and adjustments to durable medical equipment are limited to normal wear and tear or because of a significant change in the Member’s physical condition. Replacement of lost or stolen durable medical equipment is not covered. The following equipment and accessories are not covered: Non-Medically Necessary optional attachments and modifications to durable medical equipment for the comfort or convenience of the Member, accessories for portability or travel, a second piece of equipment with or without additional accessories that is for the same or similar medical purpose as existing equipment and home and/or car modifications to accommodate the Member’s physical condition. For a detailed listing of covered durable medical equipment please contact the UnitedHealthcare Customer Service department at 1-800-367-2660.

Please refer to “Bone-Anchored Hearing Aid” in the Outpatient Benefits” section and in the “other Exclusions and Limitations” section for a description of coverage for external hearing aid components subject to the Durable Medical Equipment benefit and limitations.

23. **Educational Services for Developmental Delays and Learning Disabilities** – Educational services for Developmental Delays and Learning Disabilities are not health care services and are not covered. Educational skills for educational advancement to help students achieve passing marks and advance from grade to grade. The Plan does not cover tutoring, special education/instruction required to assist a child to make academic progress: academic coaching, teaching members how to read; educational testing or academic education during residential treatment. Teaching academic knowledge or skills for the purpose of increasing your current levels of knowledge or learning ability to levels that would be expected from a person of your age are not covered.

UnitedHealthcare refers to *American Academy of Pediatrics, Policy Statement – Learning Disabilities, Dyslexia and Vision: A Subject Review* for a description of Educational Services.

For example, we do not cover:

- Items and services to increase academic knowledge or skills;
- Special education (teaching to meet the educational needs of a person with intellectual disability, Learning Disability, or Developmental delay.) (A Learning Disability is a condition where there is a meaningful difference between a person's current level of learning ability and the level that would be expected for a person of that age. A Developmental Delay is a delayed attainment of age appropriate milestones in the areas of speech-language, motor, cognitive, and social development.) This exclusion does not apply to Covered Services when they are authorized, part of a Medically Necessary treatment plan, provided by or rendered under the direct supervision of a licensed or certified healthcare professional, and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law;
- Teaching and support services to increase academic performance;
- Academic coaching or tutoring for skills such as grammar, math, and time management;

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- Speech training that is not Medically Necessary, and not part of an approved treatment plan, and not provided by or under the direct supervision of a Participating Healthcare Professional acting within the scope of his or her license under California law that is intended to address speech impediments;
  - Teaching you how to read, whether or not you have dyslexia;
  - Educational testing;
  - Teaching (or any other items or services associated with) activities such as art, dance, horse riding, music, or swimming, or teaching you how to play. Play therapy services are covered only when they are authorized, part of a Medically Necessary treatment plan, require the direct supervision of a licensed physical therapist or a Qualified Autism Provider, and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law. This exclusion does not apply or exclude Medically Necessary behavior health therapy services for treatment of pervasive developmental disorders (PDD) or Autism.
24. **Elective Enhancements** – Procedures, technologies, services, drugs, devices, items and supplies for elective, non-Medically Necessary improvements, alterations, enhancements to normal body parts (items, devices or services to improve or augmentation of appearance, skills, or performance) capability, physical or mental attributes, or competencies are not covered. This exclusion includes, but is not limited to, elective improvements, alterations, enhancements, augmentation, or genetic manipulation related to hair growth, aging, athletic performance, intelligence, height, weight or cosmetic appearance.
25. **Enteral Feeding** – Enteral Feedings (food and formula) and the accessories and supplies are not covered. Formulas and special food products for phenylketonuria (PKU) are covered as described under the outpatient benefit captioned “Phenylketonuria (PKU) Testing and Treatment”. Pumps and tubing are covered under the “Durable Medical Equipment” outpatient benefit.
26. **Exercise Equipment and Services** – Exercise equipment or any charges for activities, instructions or facilities normally intended or used for developing or maintaining physical fitness are not covered. This includes, but is not limited to, charges for physical fitness instructors, health clubs or gyms or home exercise equipment or swimming pools, even if ordered by a health care professional.
27. **Experimental and/or Investigational Procedures, Items and Treatments** – Experimental and/or Investigational procedures, items and treatments are not covered unless required by an external, independent review panel as described in Section 8 of this Combined Evidence of Coverage and Disclosure Form. Unless otherwise required by federal or state law, decisions as to whether a particular treatment is Experimental or Investigational, and therefore not a covered benefit, are determined by a UnitedHealthcare Medical Director or his or her designee. For the purposes of this Combined Evidence of Coverage and Disclosure Form, procedures, studies, tests, drugs or equipment will be considered Experimental and/or Investigational if any of the following criteria/guidelines are met:
- It cannot lawfully be marketed without the approval of the U.S. Food and Drug Administration (FDA) and such approval has not been granted at the time of its use or proposed use.
  - It is a subject of a current investigation of new drug or new device (IND) application on file with the FDA.
  - It is the subject of an ongoing clinical trial (Phase I, II or the research arm of Phase III) as defined in regulations and other official publications issued by the FDA and Department of Health and Human Services (DHHS).
  - It is being provided pursuant to a written protocol that describes among its objectives the determination of safety, efficacy, toxicity, maximum-tolerated dose or effectiveness in comparison to conventional treatments.
  - Other facilities studying substantially the same drug, device, medical treatment or procedures refer

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to it as experimental or as a research project, a study, an invention, a test, a trial or other words of similar effect.

- The predominant opinion among experts as expressed in published, authoritative medical literature is that usage should be confined to research settings.
- It is not Experimental or Investigational itself pursuant to the above criteria, but would not be Medically Necessary except for its use in conjunction with a drug, device or treatment that is Experimental or Investigational (e.g., lab tests or imaging ordered to evaluate the effectiveness of an Experimental therapy).

The sources of information to be relied upon by UnitedHealthcare in determining whether a particular treatment is Experimental or Investigational, and therefore not a covered benefit under this plan, include, but are not limited to, the following:

- The Member's medical records;
- The protocol(s) pursuant to which the drug, device, treatment or procedure is to be delivered;
- Any informed consent document the Member, or his or her representative, has executed or will be asked to execute, in order to receive the drug, device, treatment or procedure;
- The published authoritative medical and scientific literature regarding the drug, device, treatment or procedure;
- Expert medical opinion;
- Opinions of other agencies or review organizations, e.g., ECRI Health Technology Assessment Information Services, HAYES New Technology Summaries or MCMC Medical Ombudsman;
- Regulations and other official actions and publications issued by agencies such as the FDA, DHHS and Agency for Health Care Policy and Research (AHCPH).

A Member with a life-threatening or seriously debilitating condition may be entitled to an expedited external, independent review of UnitedHealthcare's coverage determination regarding Experimental or Investigational therapies as described in Section 8. Overseeing Your Health Care, "Experimental or Investigational Treatment Decisions."

28. **Eyewear and Corrective Refractive Procedures** – Corrective lenses and frames, contact lenses and contact lens fitting and measurements are not covered (except for the treatment of keratoconus, aphakia as a corneal bandage, and one pair after each cataract extraction). Surgical and laser procedures to correct or improve refractive error are not covered. (Coverage for frames and lenses may be available under your vision supplemental benefit. Please see the vision brochure included with your enrollment materials for additional details.) Routine screenings for glaucoma are limited to Members who meet the medical criteria.
29. **Family Planning** – Family planning benefits, other than those specifically listed in the "Family Planning" outpatient benefit and in the Schedule of Benefits that accompanies this document, are not covered.
30. **Follow-up Care: Emergency Services or Urgently Needed Services** – Services following discharge after receipt of Emergency Services or Urgently Needed Services, including, but not limited to, treatments, procedures, X-rays, lab work, Physician visits, rehabilitation and Skilled Nursing Care are not covered without the Participating Medical Group's or UnitedHealthcare's authorization. The fact that the Member is outside the Service Area and that it is inconvenient for the Member to obtain the required services from the Participating Medical Group will not entitle the Member to coverage.
31. **Foot Care** – Except as Medically Necessary, routine foot care, including, but not limited to, removal or reduction of corns and calluses and clipping of toenails, is not covered.
32. **Foot Orthotics/Footwear** – Specialized footwear, including foot orthotics and custom-made or

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standard orthopedic shoes, is not covered, except for Members with diabetic foot disease or when an orthopedic shoe is permanently attached to a Medically Necessary orthopedic brace. (Coverage for specialized footwear for foot disfigurement may be available if the Subscriber's employer purchased a footwear supplemental benefit. If your Health Plan includes a footwear supplemental benefit, a brochure describing it will be enclosed with these materials.) Replacements, repairs and adjustments to foot orthotics are covered when Medically Necessary and authorized by the Member's Participating Medical Group or UnitedHealthcare.

33. **Genetic Testing, Treatment or Counseling** – Non-Medically Necessary screening of newborns, children or adolescents to determine carrier status for inheritable disorders when there would not be an immediate medical benefit or when results would not be used to initiate medical interventions/treatment while a newborn, a child or adolescence. Members who have no clinical evidence or family history of a genetic abnormality

Refer to "Preventive Care Services" and "Maternity Care, Tests, Procedures, and Genetic Testing" in the "Outpatient Benefits" section for coverage of amniocentesis and chorionic villus sampling.

34. **Government Services and Treatment** – Any services that the Member receives from a local, state or federal governmental agency are not covered, except when coverage under this Health Plan is expressly required by federal or state law or as noted below:
- **Services While Confined or Incarcerated** – Services required for injuries or illnesses experienced while under arrest, detained, imprisoned, incarcerated or confined pursuant to federal, state or local law are not covered. However, UnitedHealthcare will reimburse Members their out-of-pocket expenses for services received while confined/incarcerated, or, if a juvenile, while detained in any Facility, if the services were provided or authorized by your Primary Care Physician or Participating Medical Group in accordance with the terms of this Health Plan or were Emergency Services or Urgently Needed Services. This exclusion does not restrict UnitedHealthcare's liability with respect to expenses for Covered Services solely because the expenses were incurred in a state or county Hospital; however, UnitedHealthcare's liability with respect to expenses for Covered Services provided in a state Hospital is limited to the rate UnitedHealthcare would pay for those Covered Services if provided by a Participating Hospital.

35. **Hearing Aids and Hearing Devices** – Hearing aids, including repairs and replacements, are covered up to the limits described in the Schedule of Benefits. Replacement of a hearing aid is only covered when the condition of the device or part requires repairs that exceed the cost of a replacement hearing aid. Hearing aids or hearing devices are limited to one hearing aid (including repair or replacement) per hearing impaired ear every three years.

36. **Hospice Services** – Hospice services are not covered for:

- Members who do not meet the definition of terminally ill. Terminal illness is defined as a medical condition resulting in a prognosis of life expectancy of one year if the disease follows its natural course.
- Hospice services that are not reasonable and necessary for the management of a terminal illness (e.g. care provided in a noncertified Hospice program).

Note: Hospice services provided by a Non-Participating Hospice agency are not covered except in certain circumstances in counties in California in which there are no Participating Hospice agencies and only when prior authorized and arranged by UnitedHealthcare or the Member's Participating Medical Group.

37. **Human Growth Hormone** – Human growth hormone injections for the treatment of idiopathic short stature are covered only when determined Medically Necessary by a UnitedHealthcare Medical Director or designee.
38. **Immunizations** – Immunizations and vaccines solely for international travel and/or required for work,

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insurance, school, marriage, adoption, immigration, camp, volunteer work, licensure, certification or registration, sports or recreational activities are not covered, except as otherwise recommended by the national advisory organizations referenced in the section, "Outpatient Benefits," Preventive Care Services." Routine boosters and immunizations must be obtained through the Member's Participating Medical Group.

39. **Implants** – The following implants and services are not covered:

- Surgical implantation or removal of breast implants for non-medical reasons.
- Replacement of breast implants when the initial surgery was done for non-medical reasons, such as for cosmetic breast augmentation mammoplasty or after cosmetic breast reduction mammoplasty.

UnitedHealthcare will cover Medically Necessary services directly related to non-Covered Services when complications exceed routine follow-up care.

40. **Infertility Reversal** – Reversals of sterilization procedures are not covered.

41. **Infertility Services** – Infertility services are not covered unless purchased by the Subscriber's Employer Group. Please refer to your Schedule of Benefits. The following services are excluded under the UnitedHealthcare Health Plan: ovum transplants, ovum or ovum bank charges, sperm or sperm bank charges and the Medical or Hospital Services incurred by surrogate mothers who are not UnitedHealthcare Members are not covered. Medical and Hospital Infertility Services for a Member whose fertility is impaired due to an elective sterilization, including surgery, medications and supplies, are not covered.

42. **Institutional Services and Supplies** – Except for Skilled Nursing Services provided in a Skilled Nursing Facility, any services or supplies furnished by a facility that is primarily a place of rest, a place for the aged, a nursing home or any similar institution, regardless of affiliation or denomination, are not covered. (Skilled Nursing Services are covered as described in this Combined Evidence of Coverage and Disclosure Form in the sections entitled "Inpatient Benefits" and "Outpatient Benefits.") Members residing in these facilities are eligible for Covered Services that are determined to be Medically Necessary by Member's Participating Medical Group or UnitedHealthcare, and are provided by Member's Primary Care Physician or authorized by Member's Participating Medical Group or UnitedHealthcare.

43. **Maternity Care, Tests and Procedures** – Elective home deliveries are not covered. Educational courses on child care and/or prepared childbirth classes are not covered.

44. **Mental Health and Nervous Disorders** – Mental Health Services are not covered except for diagnosis and treatment of Severe Mental Illness for adults and children, and for diagnosis and treatment of Serious Emotional Disturbances of Children. Please refer to the behavioral health supplement to this Combined Evidence of Coverage and Disclosure Form for a description of this coverage. Educational services for Developmental Delays and Learning Disabilities are not health care services and are not covered. (For information regarding excluded Educational Services, please refer to "Educational Services."

45. **Non-Physician Health Care Practitioners** – This Plan may not cover services of all Non-Physician Health Care Practitioners. Participating Qualified Autism Service Providers, Participating Qualified Autism Service Professionals, Participating Qualified Autism Service Paraprofessionals are covered when criteria are met as authorized by your Participating Medical Group or UnitedHealthcare. Treatment by other Non-Physician Health Care Practitioners, such as acupuncturists and chiropractors may be available if purchased as a supplemental benefit. (For coverage of Severe Mental Illnesses (SMI) of adults and children, and for children, the treatment of Serious Emotional Disturbances (SED), refer to "Inpatient" and "Outpatient Benefits, Mental Health Services.")

46. **Nurse Midwife Services** – Licensed/Certified nurse midwife services are covered only when available within the Member's Participating Medical Group. Elective home deliveries are not covered.

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47. **Nursing Services, Private Duty** – Private-Duty Nursing Services are not covered. Private-Duty Nursing Services encompass nursing services for recipients who require more individual and continuous care than is available from a visiting nurse or routinely provided by the nursing staff of the Hospital or skilled nursing Facility.
48. **Nutritional Supplements or Formulas** – Formulas, food, vitamins, herbs and dietary supplements are not covered, except as described under the Outpatient description of “Phenylketonuria (PKU) Testing and Treatment.”
49. **Off-Label Drug Use** – Off-label drug use, which means the use of a drug for a purpose that is different from the use for which the drug has been approved for by the FDA, including off-label self-injectable drugs, is not covered except as follows: If the self-injectable drug is prescribed for off-label use, the drug and its administration is covered only when the following criteria are met:
- The drug is approved by the FDA;
  - The drug is prescribed by a Participating Provider for the treatment of a life-threatening condition or for a chronic and seriously debilitating condition;
  - The drug is Medically Necessary to treat the condition;
  - The drug has been recognized for treatment of the life-threatening or chronic and seriously debilitating condition by one of the following: (a) The American Hospital Formulary Service Drug Information, (b) One of the following compendia, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer chemotherapy regimen: (i) The Elsevier Gold Standard’s Clinical Pharmacology;(ii) The National Comprehensive Cancer Network Drug and Biologics Compendium; (iii) The Thompson Micromedex DRUGDEX or (c) it is recommended by two clinical studies or review articles in major peer reviewed professional journals, or (d) in two articles from major peer-reviewed medical journals that present data supporting the proposed off-label drug use or uses as generally safe and effective unless there is clear and convincing contradictory evidence presented in a major peer-reviewed medical journal.

Nothing in this section shall prohibit UnitedHealthcare from use of a Formulary or Copayment and or the use of a technology assessment panel or similar mechanism as a means for appropriately controlling the utilization of a drug that is prescribed for a use that is different than the use for which the drug has been approved for marketing by the FDA. Benefits will also include Medically Necessary Covered Services associated with the administration of a drug subject to the conditions of this Combined Evidence of Coverage and Disclosure Form and the supplements of this document.

50. **Oral Surgery and Dental Services** – Dental services, including, but not limited to, crowns, fillings, dental implants, caps, dentures, braces and orthodontic procedures, are not covered except for Medically Necessary dental or orthodontic services that are an integral part of the reconstructive surgery for cleft palate procedures. Refer to “Reconstructive Surgery” procedure.
51. **Oral Surgery and Dental Services: Dental Treatment Anesthesia** – Dental anesthesia in a dental office or dental clinic is not covered. Professional fees of the dentist are not covered. (Please see “Dental Care, Dental Appliances and Orthodontics” and “Dental Treatment Anesthesia.”)
52. **Organ Donor Services** – Medical and Hospital Services, as well as other costs of a donor or prospective donor, are only covered when the recipient is a Member. The testing of blood relatives to determine compatibility for donating organs is limited to sisters, brothers, parents and natural children. The testing for compatible unrelated donors, and costs for computerized national and international searches for unrelated allogeneic bone marrow or stem cell donors conducted through a registry, are covered when the Member is the intended recipient. Donor searches are only covered when performed by a Provider included in the “Designated Facility.”
53. **Organ Transplants** – All organ transplants must be Preauthorized by UnitedHealthcare and performed in a UnitedHealthcare Designated Facility.

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- Transportation is limited to the transportation of the Member and one escort to a Designated Facility greater than 60 miles from the Member's Primary Residence as Preauthorized by UnitedHealthcare. Transportation and other nonclinical expenses of the living donor are excluded, and are the responsibility of the Member, who is the recipient of the transplant. (See the definition for "Designated Facility.")
  - Food and housing is not covered unless the Designated Facility is located more than 60 miles from the Member's Primary Residence, in which case food and housing is limited to \$125 a day to cover both the Member and escort, if any (excludes alcohol and tobacco) as Preauthorized by UnitedHealthcare. Food and housing expenses are not covered for any day a Member is not receiving Medically Necessary transplant services.
  - Listing of the Member at a second Designated Facility is a covered benefit unless the Regional Organ Procurement Agency (the agency that obtains the organ) is the same for both facilities. Organ transplant listing is limited to two Designated Facilities. If the Member is listed at two facilities, UnitedHealthcare will only cover the costs associated with the transplant surgical procedure (includes donor surgical procedure and services) and post-transplant services at the Facility where the transplant is performed. The Member is responsible for any duplicated diagnostic costs for a transplant evaluation incurred at the second Facility. (See the definition for "Regional Organ Procurement Agency" under "Designated Facility".)
  - Artificial heart implantation and non-human organ transplantation are considered Experimental and are therefore excluded. Please refer to the exclusion entitled "Experimental and/or Investigational Procedures, Items and Treatment" and to the "Independent Medical Review" process outlined in Section 8.
54. **Pain Management** – Pain management services are covered for the treatment of chronic and acute pain only when they are received from a Participating Provider and authorized by UnitedHealthcare or its designee.
55. **Phenylketonuria (PKU) Testing and Treatment** – Food products naturally low in protein are not covered.
56. **Physical or Psychological Examinations** – Physical or psychological examinations for court hearings, travel, premarital, pre-adoption, employment or other non-health reasons are not covered. Court-ordered or other statutorily allowed psychological evaluation, testing, and treatment are not covered unless Medically Necessary and preauthorized by UnitedHealthcare for the diagnosis and treatment of a disease, including Severe Mental Illness or a Serious Emotional Disturbance of a Child, or illness. (For a description of coverage of mental health care services for the diagnosis and treatment of Severe Mental Illness (SMI) and Serious Emotional Disturbances of a Child (SED), please refer to the behavioral health supplement to this Combined Evidence of Coverage and Disclosure Form.)
57. **Private Rooms and Comfort Items** – Personal or comfort items, and non-Medically Necessary private rooms during Inpatient Hospitalization are not covered.
58. **Prosthetics and Corrective Appliances/Non-Foot Orthotics** – Replacement of prosthetics or corrective appliances/non-foot orthotics are covered when determined Medically Necessary by the Member's Participating Medical Group or UnitedHealthcare. Bionic, myoelectric, microprocessor-controlled and computerized prosthetics are not covered. Deluxe upgrades that are not Medically Necessary are not covered. For a detailed listing of covered durable medical equipment and prosthetics and corrective appliances, please contact the UnitedHealthcare Customer Service department at 1-800-367-2660.
59. **Pulmonary Rehabilitation Programs** – Pulmonary rehabilitation programs are covered only when determined to be Medically Necessary by a UnitedHealthcare Medical Director or designee.
60. **Reconstructive Surgery** – Reconstructive surgeries are not covered under the following circumstances:

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- When there is another more appropriate surgical procedure that has been offered to the Member; or
- When only a minimal improvement in the Member's appearance is expected to be achieved.

Preauthorizations for proposed reconstructive surgeries will be reviewed by Physicians specializing in such reconstructive surgery who are competent to evaluate the specific clinical issues involved in the care requested.

**61. Recreational, Lifestyle, Educational or Hypnotic Services** – Recreational, lifestyle, educational or hypnotic services, and any related diagnostic testing is not covered. Recreational therapy services are only covered when they are authorized, part of a Medically Necessary treatment plan, provided by a Participating Provider who is a registered physical, speech or occupational therapist or a healthcare professional under the direct supervision of a licensed physical therapist are acting within the scope of his or her license or as authorized under California law. See "Inpatient Rehabilitation Care" under "Inpatient Benefits" and Outpatient Medical Rehabilitation Therapy under "Outpatient Benefits" for an explanation of coverage of physical, occupational and speech therapy.

**62. Rehabilitation Services and Therapy** – Rehabilitation services and therapy will be provided only as Medically Necessary and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law and are either limited or not covered, as follows:

- Speech, occupational or physical therapy is not covered when medical or mental health documentation does not support the Medical Necessity because of the Member's inability to progress toward the treatment plan goals or when a Member has already met the treatment goals.
- Cognitive Rehabilitation Therapy is limited to neuropsychological testing by an authorized Physician or Provider acting within the scope of his or her license or as authorized under California law and the Medically Necessary treatment of functional deficits as a result of traumatic brain injury or cerebral vascular insult or when provided as part of an authorized autism behavioral health treatment plan. This benefit is limited to Outpatient rehabilitation limitation, if any and inpatient only when a Member also meets criteria for inpatient medical rehabilitation services or otherwise authorized by California law.
- Developmental Testing beyond initial diagnosis is limited to Medically Necessary testing for medical conditions, pervasive developmental disorders and Autism.
- Exercise programs are only covered when they are part of an authorized treatment plan and conducted by a licensed physical therapist and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law.
- Activities that are solely recreational, social or for general fitness, such as gyms and dancing classes, are not covered.
- Aquatic/pool therapy is not covered unless part of an authorized treatment plan and conducted by a licensed physical therapist and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law.
- Massage therapy is not covered except if it is part of a physical therapy treatment plan and covered under "Inpatient Hospital," "Outpatient Services," "Home Health Care," "Hospice Services," or "Skilled Nursing Care" in this Evidence of Coverage.

The following Rehabilitation Services, special evaluations and therapies are not covered;

- Biofeedback (except when Medically Necessary for the treatment of urinary incontinence, fecal incontinence or constipation for Members with organic neuromuscular impairment when part of an authorized treatment plan.)
- Cognitive Behavioral Therapy unless Medically Necessary and provided by a Participating Provider acting within the scope of his or her license or as authorized under California law.

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- Hypnotherapy.
- Psychological Testing unless Medically Necessary to diagnose and treat an illness, including Severe Mental Illness and Serious Emotional Disturbances of a Child, or injury, and authorized.
- Vocational Rehabilitation.

(Please refer to **Section 10** for definitions of capitalized terms.)

63. **Respite Care** – Respite care is not covered, unless part of an authorized Hospice plan and is necessary to relieve the primary caregiver in a Member’s residence. Respite care is covered only on an occasional basis, not to exceed five (5) consecutive days at a time.
64. **Routine Laboratory Testing Out-of-Area** – Routine laboratory tests are not a covered benefit while the Member is outside of the geographic area served by the Member’s Participating Medical Group. Although it may be Medically Necessary, out-of-area routine laboratory testing is not considered an Urgently Needed Service because it is not unforeseen and is not considered an Emergency Service.
65. **Third-Party Liability** – Expenses incurred due to liable third parties are not covered, as described in the section “UnitedHealthcare’s Right to the Repayment of a Debt as a Charge Against Recoveries From Third Parties Liable for a Member’s Health Care Expenses.”
66. **Services Provided at No Charge to Member** – Services and supplies that are provided free of charge if the member did not have coverage under this Health Plan or for which the Member will not be held financially responsible, unless UnitedHealthcare has agreed to payment arrangements prior to the provision of the services or supplies to the Member.
67. **Sexual Dysfunction or Inadequacy Medications** – Sexual dysfunction or inadequacy medications/drugs, procedures, services, and supplies, including penile implants/prosthesis except testosterone injections for documented low testosterone levels, are not covered.
68. **Substance Related and Addictive Disorder Rehabilitation** - Inpatient, Outpatient and day treatment rehabilitation for chronic Substance Related and Addictive Disorder is not covered. (Coverage for rehabilitation of Substance Related and Addictive Disorder may be available if purchased by the Subscriber’s employer as a supplemental benefit. If the Member’s health plan includes a Behavioral health supplemental benefit, a brochure describing it will be enclosed with these materials.)

**Not Covered:**

- Rapid anesthesia opioid detoxification;
- Substance Related and Addictive Disorder rehabilitation services are not covered; except if the Subscriber’s Employer Group has purchased the supplemental Behavioral Health Benefit;

Services that are required by a court order as a part of parole or probation, or instead of incarceration.

69. **Surrogacy** – Infertility and maternity services for non-Members are not covered.
70. **Transportation** – Transportation is not a covered benefit except for ambulance transportation as defined in this Combined Evidence of Coverage and Disclosure Form. Also see “Organ Transplants” listed in “Other Exclusions and Limitations.”
71. **Vision Care** – See “Eyewear and Corrective Refractive Procedures” listed in “Other Exclusions and Limitations.”
72. **Vision Training** – Vision therapy rehabilitation and ocular training programs (orthoptics) are not covered.
73. **Visual Aids** – Visual aids are not covered, except as specified under the outpatient benefit for "Diabetic Self-Management Items." Electronic and nonelectronic magnification devices are not covered.

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(Coverage for frames and lenses may be available if the Subscriber's employer purchased a vision supplemental benefit.)

74. **Weight Alteration Programs (Inpatient or Outpatient)** – Weight loss or weight gain programs are not covered. These programs include, but are not limited to, dietary evaluations, counseling, exercise, behavioral modification, food and food supplements, vitamins and other nutritional supplements. Also excluded are nonauthorized weight loss program laboratory tests associated with monitoring weight loss or weight gain, except as described under Inpatient benefits “Morbidity (Surgical Treatment).” For the treatment of anorexia nervosa and bulimia nervosa, please refer to the behavioral health supplement of your Combined Evidence of Coverage and Disclosure Form.

For all adults, the United States Preventive Services Task Force recommends screening for obesity. Providers should offer or refer patients with a body mass index of 30 kg/m<sup>2</sup> or higher to intensive, multicomponent behavioral interventions. Services performed in a participating Physician's office are described under Preventive Care Services in **Section 6: Your Medical Benefits**.

## SECTION 7. PAYMENT RESPONSIBILITY

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- **Premiums and Copayments**
- **What to Do if You Receive a Bill**
- **Coordinating Benefits With Another Plan**
- **Medicare Eligibility**
- **Workers' Compensation Eligibility**
- **Other Benefit Coordination Issues**

*One of the advantages of your health care coverage is that most out-of-pocket expenses are limited to Copayments. This section explains these and other health care expenses. It also explains your responsibilities when you're eligible for Medicare or workers' compensation coverage and when UnitedHealthcare needs to coordinate your benefits with another plan.*

### **What are Premiums (Prepayment Fees)?**

Premiums are fees the County of Los Angeles pays to cover the basic costs of your health care package. The County of Los Angeles pays these Premiums on a monthly basis. Often the Subscriber shares the cost of these Premiums with deductions from his or her salary.

If you are the Subscriber, you should already know if you're contributing to your Premium payment; if you aren't sure, contact your Health Benefits Officer at the location that you work. He or she will know if you're contributing to your Premium, as well as the amount, method and frequency of this contribution.

### **What are Copayments (Other Charges)?**

Aside from the Premium, you may be responsible for paying a charge when you receive a Covered Service. This charge is called a Copayment and is outlined in your Schedule of Benefits. If you review your Schedule of Benefits, you'll see that the amount of the Copayment depends on the service, as well as the Provider from whom you choose to receive your care.

### **Annual Copayment Maximum**

For certain Covered Services, there is a limit placed on the total amount you pay for Copayments during a calendar year. This limit is called your Annual Copayment Maximum, and when you reach it, for the remainder of the calendar year, you will not pay any additional Copayments for these Covered Services. Copayments paid for certain Covered Services are not applicable to a Member's Annual Copayment Maximum; these services are specified in the *Schedule of Benefits*.

Note: The calculation of your Annual Copayment Maximum includes UnitedHealthcare benefits, including behavioral health, infertility and prescription drug benefits. It does not include standalone, separate and independent Dental, Vision, Acupuncture and Chiropractic benefit plans that may be offered by your Employer Group.

### **If You Get a Bill (Reimbursement Provisions)**

If you are billed for a Covered Service provided or authorized by your Primary Care Physician or Participating Medical Group or if you receive a bill for Emergency or Urgently Needed Services you should do the following:

1. Call the Provider, then let them know you have received a bill in error and you will be forwarding the bill to UnitedHealthcare.
2. Give the Provider your UnitedHealthcare Health Plan information, including your name and UnitedHealthcare Member number.
3. Forward the bill to:  
UnitedHealthcare of California  
Claims Department

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

P.O. Box 30968  
Salt Lake, UT 84130-0968

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

Include your name, your UnitedHealthcare ID number and a brief note that indicates you believe the bill is for a Covered Service. The note should also include the date of service, the nature of the service and the name of the Provider who authorized your care. No claim form is required. If you need additional assistance, call our Customer Service department.

**Please Note:** Your Provider will bill you for services that are not covered by UnitedHealthcare or haven't been properly authorized. You may also receive a bill if you've exceeded UnitedHealthcare's coverage limit for a benefit.

### **What is a *Schedule of Benefits*?**

Your Schedule of Benefits is printed separately from this document and lists the Covered Services unique to your plan. It also includes your Copayments, as well as the Annual Copayment Maximum and other important information. If you need assistance understanding your Schedule of Benefits, or need a new copy, please call our Customer Service department.

### **Bills From Non-Participating Providers**

If you receive a bill for a Covered Service from a Physician who is not one of our Participating Providers, and the service was Preauthorized and you haven't exceeded any applicable benefit limits, UnitedHealthcare will pay for the service, less the applicable Copayment. (Preauthorization isn't required for Emergency Services and Urgently Needed Services. See **Section 4. Emergency and Urgently Needed Services.**) Non-Participating Providers may not balance bill you for Emergency Services. You are only required to pay the copayment amount specified in your *Schedule of Benefits*. You may also submit a bill to us if a Non-Participating Provider has refused payment directly from UnitedHealthcare.

If you receive Covered Services in a contracting In-Network facility but from a Non-Participating Provider, you are only required to pay the copayment amount specified in your *Schedule of Benefits*. An In-Network "contracting health facility" includes, but not limited to, a licensed hospital; ambulatory surgery center or other outpatient setting, lab, radiology or imaging center.

You should file a claim within 90 days, or as soon as reasonably possible, of receiving any services and related supplies. Forward the bill to:

UnitedHealthcare of California  
Claims Department  
P.O. Box 30968  
Salt Lake City, UT 84130-0968

Include your name, UnitedHealthcare ID number and a brief note that indicates your belief that you've been billed for a Covered Service. The note should also include the date of service, the nature of the service and the name of the Provider who authorized your care. No claim form is required.

UnitedHealthcare will make a determination within 45 working days from the date UnitedHealthcare receives a claim containing all information reasonably necessary to decide the claim. UnitedHealthcare will not pay any claim that is filed more than 180 calendar days from the date the services or supplies were provided. UnitedHealthcare also will not pay for excluded services or supplies unless authorized by your Primary Care Physician, your Participating Medical Group or directly by UnitedHealthcare.

Any payment assumes you have not exceeded your benefit limits. If you've reached or exceeded any applicable benefit limit, these bills will be your responsibility.

### **How to Avoid Unnecessary Bills**

Always obtain your care under the direction of UnitedHealthcare, your Participating Medical Group, or your Primary Care Physician. By doing this, you only will be responsible for paying any related Copayments and for charges in excess of your benefit limitations. Except for Emergency or Urgently Needed Services, if you receive services not authorized by UnitedHealthcare or your Participating Medical Group, you may be

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responsible for payment. This is also true if you receive any services not covered by your plan. (Services not covered by your plan are included in **Section 6. Your Medical Benefits.**)

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## Your Billing Protection

All UnitedHealthcare Members have rights that protect them from being charged for Covered Services in the event a Participating Medical Group does not pay a Provider, a Provider becomes insolvent or a Provider breaches its contract with UnitedHealthcare. In none of these instances may the Participating Provider send you a bill, charge you, or have any other recourse against you for a Covered Service. However, this provision does not prohibit the collection of Copayment amounts as outlined in the Schedule of Benefits.

In the event of a Provider's insolvency, UnitedHealthcare will continue to arrange for your benefits. If for any reason UnitedHealthcare is unable to pay for a Covered Service on your behalf (for instance, in the unlikely event of UnitedHealthcare's insolvency or a natural disaster), you are not responsible for paying any bills as long as you received proper authorization from your UnitedHealthcare Participating Provider. You may, however, be responsible for any properly authorized Covered Services from a Non-Participating Provider or Emergency or Urgently Needed Services from a Non-Participating Provider.

**Note:** If you receive a bill because a Non-Participating Provider refused to accept payment from UnitedHealthcare, you may submit a claim for reimbursement. See above: "Bills From Non-Participating Providers."

## Coordination of Benefits

Coordination of Benefits (COB) is a process, regulated by law, which determines the financial responsibility for payment when a person has group health care coverage under more than one plan. "Plan" is defined below. COB is designed to provide maximum coverage for medical and Hospital Services at the lowest cost by avoiding excessive or duplicate payments.

The objective of COB is to ensure that all group Health Plans that provide coverage to an individual will pay no more than 100 percent of the allowable expense for services that are received. This payment will not exceed total expenses incurred or the reasonable cash value of those services and supplies when the group Health Plan provides benefits in the form of services rather than cash payments.

UnitedHealthcare's COB activities will not interfere with your medical care.

The order of benefit determination rules below determine which Health Plan will pay as the Primary Plan. The Primary Plan that pays first pays without regard to the possibility that another plan may cover some expenses. A Secondary Plan pays after the Primary Plan and may reduce the benefits it pays so that payment from all group plans do not exceed 100 percent of the total allowable expense. "Allowable Expense" is defined below.

## Definitions

The following definitions only apply to coverage provided under this explanation of Coordination of Benefits.

- A. A **Plan** is any of the following that provides benefits or services for medical or dental care or treatment.
1. **Plan** includes: group insurance, closed panel (HMO, POS, PPO or EPO) coverage or other forms of group or group-type coverage (whether insured or uninsured); Hospital indemnity benefits in excess of \$200 per day; medical care components of group long-term care contracts, such as Skilled Nursing Care; or other governmental benefits, as permitted by law (Medicare is not included as a "Plan" as defined here; however, UnitedHealthcare does coordinate benefits with Medicare. Please refer to **Section 7**. "Important Rules for Medicare and Medicare Eligible Members.")
  2. "**Plan**" does not include: non-group coverage of any type, including, but not limited to, individual or family insurance; amounts of Hospital indemnity insurance of \$200 or less per day; school accident-type coverage; benefits for non-medical components of group long-term care policies; Medicare supplement policies, a state plan under Medicaid; and coverage under other governmental plans, unless permitted by law.

Each contract for coverage under (1) or above is a separate Plan. However, if the same carrier provides coverage to Members of a group under more than one group contract each of which provide for different types

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of coverage (for example, one covering dental services and one covering medical services), the separate contracts are considered parts of the same plan and there is no COB among those separate contracts. However, if a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

**B. Primary Plan or Secondary Plan** – The order of benefit determination rules determine whether this Plan is a “Primary Plan” or “Secondary Plan” when compared to another Plan covering the person.

When this Plan is primary, its benefits are determined before those of any other Plan and without considering any other Plan’s benefits. When this Plan is secondary, its benefits are determined after those of another Plan and may be reduced because of the Primary Plan’s benefits.

**C. Allowable Expense** means a health care service or expense, including deductibles and Copayments, that is covered at least in part by any of the Plans covering the person. When a plan provides benefits in the form of services, (for example, an HMO) the reasonable cash value of each service will be considered an Allowable Expense and a benefit paid. An expense or service that is not covered by any of the plans is not an Allowable Expense. The following are examples of expenses or services that are not Allowable Expenses:

1. If a Covered Person is confined in a private Hospital room, the difference between the cost of a semi-private room in the Hospital and the private room; (unless the patient’s stay in a private Hospital room is Medically Necessary) is not an Allowable Expense.
2. If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees, any amount in excess of the highest of the usual and customary fees for a specific benefit is not an Allowable Expense.
3. If a person is covered by two or more Plans that provide benefits or services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees is not an Allowable Expense.
4. If a person is covered by one Plan that calculates its benefits or services on the basis of usual and customary fees and another Plan that provides its benefits or services on the basis of negotiated fees, the Primary Plan’s payment arrangements shall be the allowable expense for all plans.
5. The amount a benefit is reduced by the Primary Plan because a Covered Person does not comply with the Plan provisions. Examples of these provisions are precertification of admissions and preferred Provider arrangements.

**D. Claim Determination Period** means a calendar year or that part of the calendar year during which a person is covered by this Plan.

**E. Closed Panel Plan** is a plan that provides health benefits to covered persons primarily in the form of services through a panel of Providers that have contracted with, or are employed by, the Plan, and that limits or excludes benefits for services provided by other Providers, except in cases of emergency or referral by a panel Member.

**F. Custodial Parent** means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

### **Order of Benefit Determination Rules**

If the Member is covered by another group Health Plan, responsibility for payment of benefits is determined by the following rules. These rules indicate the order of payment responsibility among UnitedHealthcare and other applicable group Health Plans by establishing which plan is primary, secondary and so on:

A. The Primary Plan pays or provides its benefits as if the Secondary Plan or Plans did not exist.

- B. A Plan that does not contain a coordination of benefits provision is always primary. There is one exception: Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits may provide that the supplementary coverage shall be excess to any other parts of the plan provided by the contract holder. Examples of these types of situations are major medical coverages that are superimposed over base plan Hospital and surgical benefits, and insurance type coverages that are written in connection with a closed panel plan to provide out-of-network benefits.
- C. A Plan may consider the benefits paid or provided by another Plan in determining its benefits only when it is secondary to that other Plan.
- D. The first of the following rules that describes which Plan pays its benefits before another Plan is the rule that will apply.
1. **Subscriber (Non-Dependent) or Dependent.** The Plan that covers the person other than as a Dependent; for example as an employee, Member, Subscriber or retiree, is primary, and the plan that covers the person as a Dependent is secondary.
  2. **Child Covered Under More Than One Plan.** The order of benefits when a child is covered by more than one plan is:
    - a. **Birthday Rule.** The Primary Plan is the Plan of the parent whose birthday is earlier in the year if:
      - The parents are married;
      - The parents are not separated (whether or not they ever have been married); or
      - A court decree awards joint custody without specifying that one party has the responsibility to provide health care coverage.

If both parents have the same birthday, the plan that covered either of the parents longer is primary.
    - b. If the specific terms of a court decree state that one of the parents is responsible for the child's health care expenses or health care coverage, that Plan is primary if the parent has enrolled the child in the Plan and provided the Plan with a copy of the court order as required in the Eligibility section of this Combined Evidence of Coverage and Disclosure Form. This rule applies to Claim Determination Periods or plan years, commencing after the Plan is given notice of the court decree.
    - c. If the parents are not married and/or are separated (whether or not they ever have been married) or are divorced, the order of benefits is:
      - The Plan of the Custodial Parent;
      - The Plan of the legal spouse or Domestic Partner of the Custodial Parent;
      - The Plan of the non-Custodial Parent; and then
      - The Plan of the legal spouse of the non-Custodial Parent.
  3. **Active or Inactive Employee.** The Plan that covers a person as an employee who is neither laid off nor retired (or his or her Dependent) is primary in relation to a Plan that covers the person as a laid-off or retired employee (or his or her Dependent). If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored. Coverage provided an individual by one Plan as a retired worker and by another Plan as a Dependent of an actively working legal spouse or Domestic Partner will be determined under the rule labeled D(1).
  4. **COBRA Continuation Coverage.** If a person whose coverage is provided under a right of continuation provided by federal (COBRA) or state law (similar to COBRA) also is covered under another Plan, the Plan covering the person as an employee, Member, Subscriber or retiree (or as that person's Dependent) is primary, and the continuation coverage is secondary. If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule is ignored.

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5. **Longer or Shorter Length of Coverage.** If the preceding rules do not determine the order or payment, the Plan that covered the person as an employee, Member, Subscriber or retiree for the longer period is primary.

#### **Effect on the Benefits of This Plan**

- A. When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a Claim Determination Period are not more than 100 percent of total Allowable Expenses.
- B. If a Covered Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the person having received services from a nonpanel Provider, benefits are not payable by one Closed Panel Plan, COB shall not apply between that Plan and other Closed Panel Plans.

#### **Right to Receive and Release Needed Information**

Certain facts about health care coverage and services are needed to apply these COB rules and to determine benefits payable under this Plan and other Plans.

UnitedHealthcare may obtain the facts it needs from, or give them to, other organizations or persons for the purpose of applying these rules and determining benefits payable under this Plan and other Plans covering the person claiming benefits. Each person claiming benefits under this Plan must give UnitedHealthcare any facts it needs to apply those rules and determine benefits payable. UnitedHealthcare may use and disclose a Member's protected health information for the purposes of carrying out treatment, payment or health care operations, including, but not limited to, diagnoses payment of health care services rendered, billing, claims management or other administrative functions of UnitedHealthcare, without obtaining the Member's consent, in accordance with state and federal law.

#### **UnitedHealthcare's Right to Pay Others**

A "payment made" under another Plan may include an amount that should have been paid under this Plan. If this happens, UnitedHealthcare may pay that amount to the organization that made that payment. That amount will then be treated as though it were a benefit paid under this Plan. UnitedHealthcare will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case "payment made" includes providing benefits in the form of services, in which case, "payment made" means the reasonable cash value of the benefits provided in the form of services.

#### **Right of Recovery**

If the "amount of the payments made" by UnitedHealthcare is more than it should have paid under this COB provision, UnitedHealthcare may recover the excess from one or more of the persons it has paid or for whom it has paid or for any other person or organization that may be responsible for the benefits or services provided for the Covered Person. The "amount of payments made" includes the reasonable cash value of any benefits provided in the form of services.

#### **Important Rules for Medicare and Medicare-Eligible Members**

You must let UnitedHealthcare know if you are enrolled, or eligible to enroll, in Medicare (Part A and/or Part B coverage). UnitedHealthcare is typically primary (that is, UnitedHealthcare's benefits are determined before those of Medicare) to Medicare for some initial period of time, as determined by the Medicare regulations. After the initial period of time, UnitedHealthcare will be secondary to Medicare (that is, the benefits under this Health Plan will be reduced to the extent they duplicate any benefits provided or available under Medicare, if the Member is enrolled or eligible to enroll in Medicare.)

If you have questions about the coordination of Medicare benefits, contact your Employer Group or our Customer Service department. For questions regarding Medicare eligibility, contact your local Social Security office.

## **Workers' Compensation**

UnitedHealthcare will not provide or arrange for benefits, services or supplies required as a result of a work-related injury or illness. This applies to injury or illness resulting from occupational accidents or sickness covered under any of the following: the California Workers' Compensation Act, occupational disease laws, employer's liability or federal, state or municipal law. To recover benefits for a work-related illness or injury, the Member must pursue his or her rights under the Workers' Compensation Act or any other law that may apply to the illness or injury. This includes filing an appeal with the Workers' Compensation Appeals Board, if necessary.

If for any reason UnitedHealthcare provides or arranges for benefits, services or supplies that are otherwise covered under the Workers' Compensation Act, the Member is required to reimburse UnitedHealthcare for the benefits, services or supplies provided or arranged for, at Prevailing Rates, immediately after receiving a monetary award, whether by settlement or judgment. The Member must also hold any settlement or judgment collected as a result of a workers' compensation action in trust for UnitedHealthcare. This award will be the lesser of the amount the Member recovers or the reasonable value of all services and benefits furnished to him or her or on his or her behalf by UnitedHealthcare for each incident. If the Member receives a settlement from workers' compensation coverage that includes payment of future medical costs, the Member must reimburse UnitedHealthcare for any future medical expenses associated with this judgment if UnitedHealthcare covers those services.

When a legitimate dispute exists as to whether an injury or illness is work-related, UnitedHealthcare will provide or arrange for benefits until such dispute is resolved, if the Member signs an agreement to reimburse UnitedHealthcare for 100 percent of the benefits provided.

UnitedHealthcare will not provide or arrange for benefits or services for a work-related illness or injury when the Member fails to file a claim within the filing period allowed by law or fails to comply with other applicable provisions of law under the Workers' Compensation Act. Benefits will not be denied to a Member whose employer has not complied with the laws and regulations governing workers' compensation insurance, provided that such Member has sought and received Medically Necessary Covered Services under this Health Plan.

## **Payment Responsibility When an Injury or Sickness Is Caused by a Third Party's Act or Omission**

### **Applicability**

This provision applies when a Member suffers an injury or sickness through an act or omission of another person(s) (the "third party.")

### **Third-Party Liability – Expenses Incurred Due to Liable Third Parties Are Not Covered**

Health care expenses incurred by a Member for which a third party or parties or a third party's (parties') insurance company (collectively, "liable third party") is liable or legally responsible by reason of negligence, a wrongful intentional act or the breach of any legal obligation on the part of such third party are expressly excluded from coverage under this Health Plan. However, in all cases, UnitedHealthcare will pay for the arrangement or provision of health care services for a Member that would have been Covered Services except that they were required due to a liable third party, in exchange for the agreement as expressly set forth in the section of the Combined Evidence of Coverage and Disclosure Form captioned "UnitedHealthcare's Right to the Repayment of a Debt as a Charge Against Recoveries From Third Parties Liable for a Member's Health Care Expenses."

### **UnitedHealthcare's Right to the Repayment of a Debt as a Charge Against Recoveries From Third Parties Liable for a Member's Health Care Expenses**

Expenses incurred by a Member for which a third party or parties or a third party's (parties') insurance company (collectively, "liable third party") is liable or legally responsible by reason of negligence, a wrongful

intentional act or the breach of any legal obligation on the part of such third party are expressly excluded from coverage under this Health Plan. However, in all cases, UnitedHealthcare will pay for the arrangement or provision of health care services for a Member that would have been Covered Services except that they were required due to a liable third party, in exchange for the following agreement:

If a Member is injured by a liable third party, the Member agrees to give UnitedHealthcare, or its representative, agent or delegate, a security interest in any money the Member actually recovers from the liable third party by way of any final judgment, compromise, settlement or agreement, even if such money becomes available at some future time.

If the Member does not pursue, or fails to recover (either because no judgment is entered or because no judgment can be collected from the liable third party), a formal, informal, direct or indirect claim against the liable third party, then the Member will have no obligation to repay the Member's debt to UnitedHealthcare, which debt shall include the cost of arranging or providing otherwise covered health care services to the Member for the care and treatment that was necessary because of a liable third party.

The security interest the Member grants to UnitedHealthcare, its representative, agent or delegate applies only to the actual proceeds, in any form, that stem from any final judgment, compromise, settlement or agreement relating to the arrangement or provision of the Member's health care services for injuries caused by a liable third party.

### **Non-Duplication of Benefits With Automobile, Accident or Liability Coverage**

If you are receiving benefits as a result of automobile, accident or liability coverage, UnitedHealthcare will not duplicate those benefits. It is your responsibility to take whatever action is necessary to receive payment under automobile, accident or liability coverage when such payments can reasonably be expected and to notify UnitedHealthcare of such coverage when available. UnitedHealthcare will provide Covered Services over and above your automobile, accident or liability coverage, if the cost of your health care services exceeds such coverage

## SECTION 8. OVERSEEING YOUR HEALTH CARE

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- **How UnitedHealthcare Makes Important Decisions**
- **What to Do if You Have a Problem**
- **Quality of Care Review**
- **Appeals and Grievances**
- **Independent Medical Reviews**
- **Technology Assessment**

*This section explains how UnitedHealthcare authorizes or makes changes to your health care services, how we evaluate new health care technologies and how we reach decisions about your coverage.*

*You will also find out what to do if you're having a problem with your health care plan, including how to appeal a health care decision by UnitedHealthcare or one of our Participating Providers. You'll learn the process that's available for filing a formal Grievance, as well as how to request an expedited decision when your condition requires a quicker review.*

### **How UnitedHealthcare Makes Important Health Care Decisions**

#### **Authorization, Modification and Denial of Health Care Services**

Medical Necessity reviews may be conducted by UnitedHealthcare, or in many situations, by a Participating Medical Group. Processes are used to review, approve, modify or deny, based on Medical Necessity, requests by Providers for authorization of the provision of health care services to Members.

Medical Necessity refers to an intervention as defined in **Section 10: Definitions**. A service or item will be covered under the UnitedHealthcare Health Plan if it is an intervention that is an otherwise covered category of service or item, not specifically excluded, and Medically Necessary. An intervention may be medically indicated yet not be a covered benefit or meet the definition of Medical Necessity.

The reviewer may also use criteria or guidelines to determine whether to approve, modify or deny, based on Medical Necessity, requests by providers of health care services for Members. The criteria used to modify or deny requested health care services in specific cases will be provided free of charge to the Provider, the Member and the public upon request.

Decisions to deny or modify requests for authorization of health care services for a Member, based on Medical Necessity, are made only by licensed Physicians or other appropriately licensed health care professionals.

The reviewer makes these decisions within at least the following time frames required by state law:

- Decisions to approve, modify or deny requests for authorization of health care services, based on Medical Necessity, will be made in a timely fashion appropriate for the nature of the Member's condition, not to exceed five (5) business days from UnitedHealthcare's or in many situations, the Participating Medical Group's receipt of the information reasonably necessary and requested to make the decision.
- If the Member's condition poses an imminent and serious threat to their health, including, but not limited to, potential loss of life, limb or other major bodily function, or if lack of timeliness would be detrimental in regaining maximum function or to the Member's life or health, the decision will be rendered in a timely fashion appropriate for the nature of the Member's condition, but not later than 72 hours after UnitedHealthcare's or in many situations, the Participating Medical Group's receipt of the information reasonably necessary and requested by the reviewer to make the determination (an "Urgent Request").

If the decision cannot be made within these time frames because (i) UnitedHealthcare or in many situations the Participating Medical Group is not in receipt of all of the information reasonably necessary and requested or (ii) consultation by an expert reviewer is required, or (iii) the reviewer has asked that an additional examination or test be performed upon the Member, provided the examination or test is reasonable and consistent with good

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medical practice, the reviewer will notify the Provider and the Member, in writing, upon the earlier of the expiration of the required time frames above or as soon as UnitedHealthcare or the Participating Medical Group becomes aware that they will not be able to meet the required time frame.

The notification will specify the information requested but not received or the additional examinations or tests required and the anticipated date on which a decision may be rendered following receipt of all reasonably necessary requested information. Upon receipt of all information reasonably necessary and requested by UnitedHealthcare or in many situations, the Participating Medical Group, the reviewer shall approve, modify or deny the request for authorization within the time frames specified above as applicable.

The reviewer will notify requesting Providers of decisions to approve, modify or deny requests for authorization of health care services for Members within 24 hours of the decision. Members are notified of decisions to deny, delay or modify requested health care services, in writing, within two business days of the decision. The written decision will include the specific reason(s) for the decision, the clinical reason(s) for modifications or denials based on a lack of Medical Necessity, or reference to the benefit provision on which the denial decision was based, and information about how to file an appeal of the decision with UnitedHealthcare. In addition, the internal criteria or benefit interpretation policy, if any, relied upon in making this decision will be made available upon request by the Member. UnitedHealthcare's Appeals Process is outlined in the "General Information" section of this Combined Evidence of Coverage and Disclosure Form.

In the case of concurrent review, care shall not be discontinued until the Member's treating provider has been notified of the decision and a care plan has been agreed upon by the treating provider that is appropriate for the medical needs of the Member.

If you would like a copy of UnitedHealthcare's policy and procedure, a description of the processes utilized for the authorization, modification or denial of health care services, or are seeking information about the utilization management process and the authorization of care, you may go to [www.myuhc.com](http://www.myuhc.com) or contact the UnitedHealthcare Customer Service department at 1-800-367-2660.

### **UnitedHealthcare's Utilization Management Policy**

UnitedHealthcare distributes its policy on financial incentives to all its Participating Providers, Members and employees. UnitedHealthcare also requires that Participating Providers and staff who make utilization decisions, and those who supervise them, sign a document acknowledging receipt of this policy. The policy affirms that a utilization management decision is based solely on the appropriateness of a given treatment and service, as well as the existence of coverage. UnitedHealthcare does not specifically reward Participating Providers or other individuals conducting utilization review for issuing denials of coverage. Financial incentives for Utilization Management decision-makers do not encourage decisions that result in either the denial or modification of Medically Necessary Covered Services.

### **Medical Management Guidelines**

The Medical Management Guidelines Committee (MMGC), consisting of UnitedHealthcare Medical Directors, provides a forum for the development, review and adoption of medical management guidelines to support consistent, appropriate medical care determinations. The MMGC develops guidelines using evidence-based medical literature and publications related to medical treatment or service. The Medical Management Guidelines contain practice and utilization criteria for use when making coverage and medical care decisions prior to, subsequent to or concurrent with the provisions of health care services.

### **Technology Assessment**

UnitedHealthcare regularly reviews new procedures, devices, and drugs to determine whether or not they are safe and efficacious for our Members. New procedures and technology that are safe and efficacious are eligible to become Covered Services. If the technology becomes a Covered Service it will be subject to all other terms and conditions of the plan, including Medical Necessity and any applicable Member Copayments, or other payment contributions.

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In determining whether to cover a service, UnitedHealthcare uses proprietary technology guidelines to review new devices, procedures and drugs, including those related to behavioral health. When clinical necessity requires a rapid determination of the safety and efficacy of a new technology or new application of an existing technology for an individual Member, a UnitedHealthcare Medical Director makes a Medical Necessity determination based on individual Member medical documentation, review of published scientific evidence and when appropriate seeks relevant specialty or professional opinion from an individual who has expertise in the technology.

## Utilization Criteria

When a Provider or Member requests Preauthorization of a procedure/service requiring Preauthorization, an appropriately qualified licensed health professional reviews the request. The qualified licensed health professional applies the applicable criteria, including, but not limited to:

- Nationally published guidelines for utilization management (Specific guideline information available upon request).
- HCIA-Sachs Length of Stay<sup>®</sup> Guidelines (average length of Hospital stays by medical or surgical diagnoses)
- UnitedHealthcare Medical Management Guidelines (MMG) and Benefit Interpretation Policies (BIP). (UnitedHealthcare's Medical Management Guideline Manual and Commercial HMO Benefit Interpretation Policy Manual are available at [www.myuhc.com](http://www.myuhc.com).)

Those cases that meet the criteria for coverage and level of service are approved as requested. Those not meeting the utilization criteria are referred for review to a Participating Medical Group's Medical Director or a UnitedHealthcare Medical Director.

Denial, delay or modification of health care services based on Medical Necessity must be made by an appropriately qualified licensed Physician or a qualified licensed health professional who is competent to evaluate the specific clinical issues involved in the health care services requested by the Provider.

Denials may be made for reasons other than Medical Necessity that include, but are not limited to, the fact that the patient is not a UnitedHealthcare Member or that the service being requested is not a benefit provided by the Member's plan.

Preauthorization determinations are made once UnitedHealthcare or Member's Participating Medical Group Medical Director or designee receives all reasonably necessary medical information. UnitedHealthcare makes timely and appropriate initial determinations based on the nature of the Member's medical condition in compliance with state and federal requirements.

## What to Do if You Have a Problem?

Sometimes you may have an unexpected problem. When this happens, your first step should be to call our Customer Service department. We'll assist you and attempt to find a solution to your situation.

If you have a concern about your treatment or a decision regarding your medical care, you may be able to request a second medical opinion. You can read more about requesting, as well as the requirements for obtaining a second opinion, in **Section 3. Seeing the Doctor**.

If you feel your problem is not resolved or that your situation requires additional action, you may also submit a Grievance requesting an Appeal or Quality Review. To learn more about this, read the following section: "Appealing a Health Care Decision or Requesting a Quality of Care Review."

## Requesting a Quality of Care Review

### Submitting a Grievance

To initiate a quality of care review, call our Customer Service department at 1-800-367-2660, where a Customer Service Representative will document your oral appeal. You may also file an appeal using the Online

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Grievance form at [www.myuhc.com](http://www.myuhc.com) or write to the Appeals Department at:

Appeals & Grievance  
UnitedHealthcare  
P.O. Box 6107  
Mailstop CA124-0142  
Cypress, CA 90630-9972

This request will initiate the following Quality of Clinical Care and Quality of Service Review Process except in the case of “expedited reviews,” as discussed below. You may submit written comments, documents, records and any other information relating to your appeal regardless of whether this information was submitted or considered in the initial determination. You may obtain, upon request and free of charge, copies of all documents, records and other information relevant to your appeal. The appeal will be reviewed by an individual who is neither the individual who made the initial determination that is the subject of the appeal nor the subordinate of that person.

All quality of clinical care and quality of service complaints are investigated by UnitedHealthcare’s Health Services Department. UnitedHealthcare conducts this quality review by investigating the complaint and consulting with your Participating Medical Group, treating Providers and other UnitedHealthcare internal departments. Medical records are requested and reviewed as necessary, and as such, you may need to sign an authorization to release your medical records. We will respond to your complaint in a manner, appropriate to the clinical urgency of your situation. You will also receive written notification regarding the disposition of your quality of clinical care and/or quality of service review complaint within 30 calendar days of UnitedHealthcare’s receipt of your complaint. Please be aware that the results of the quality of care review are confidential and protected from legal discovery in accordance with California law.

### **Grievances Involving the Cancellation, Rescission or Non-Renewal of Health Plan:**

If you believe that your Health Plan enrollment or subscription has been, or will be improperly rescinded, canceled, or not renewed, you have the right to file a complaint. A complaint is also called a grievance or an appeal. You also have the right to submit a request to the Director of the Department of Managed Health Care to review your cancellation.

#### **First, file your complaint with UnitedHealthcare:**

- You can file a complaint with UnitedHealthcare by calling our Customer Service department at 1-800-800-367-2660 **[www.myuhc.com](http://www.myuhc.com)**.
- You should file your complaint as soon as possible after you receive notice that your Health Plan enrollment or subscription will be rescinded, canceled or not renewed.
- If your problem is urgent, UnitedHealthcare must give you a decision within 3 days. Your problem is urgent if there is a serious threat to your health that must be resolved quickly.
- If your problem is not urgent, UnitedHealthcare must give you a decision within 30 days.

#### **Take your complaint to the California Department of Managed Health Care (DMHC):**

The DMHC oversees HMOs and other health plans in California and protects the rights of HMO members. You can file a complaint with the DMHC if:

- You are not satisfied with UnitedHealthcare's decision about your complaint, or;
- You have not received the decision within 30 days, or within 3 days if the problem is urgent.
- The DMHC may allow you to submit a complaint directly to the DMHC, even if you have not filed a complaint with UnitedHealthcare, if the DMHC determines that your problem requires immediate review.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## **For Help:**

Contact the DMHC Help Center at a toll-free telephone number (**1-888-HMO-2219**) to receive assistance with this process, or submit an inquiry in writing to the **DMHC, California Help Center, 980 9th Street, Suite 500, Sacramento, CA 95814-2725** or through the website: <http://www.hmohelp.ca.gov>. The hearing and speech impaired may use the California Relay Service's toll-free telephone number **1-800-735-2929** or **1-888-877-5378 (TTY)**.

**If you have a complaint or grievance relating to Mental Health and Substance-Related and Addictive Disorder Services, you can submit it to USBHC, see the behavioral health supplement to your Combined Evidence of Coverage and Disclosure Form for USBHPC.**

## **Concurrent Care Review**

If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and your request to extend the treatment is an Urgent Request for Benefits, your request will be decided within 24 hours, provided your request is made at least 24 hours prior to the end of the approved treatment. We will make a determination on your request for the extended treatment within 24 hours from receipt of your request. Notification will include a description of the criteria and guidelines used to make the decision and be provided to you and your provider.

If your request for extended treatment is not made at least 24 hours prior to the end of the approved treatment, the request will be treated as an Urgent Request for Benefits and decided according to the timeframes described above. If an on-going course of treatment was previously approved for a specific period of time or number of treatments, and you request to extend treatment in a non-urgent circumstance, your request will be considered a new request and decided according to post-service or pre-service timeframes, whichever applies. Notification will include a description of the criteria and guidelines used to make the decision and be provided to you and your provider.

We will provide continued coverage pending the outcome of an appeal. We will not reduce or terminate an ongoing course of treatment without providing advance notice and an opportunity for advance review.

The reviewer will notify requesting providers of decisions to approve, modify or deny requests for authorization of health care services for Members within 24 hours of the decision. Members are notified of decisions to deny or modify requested health care services, in writing, within two business days of the decision. The written decision will include the specific reason(s) for the decision, the clinical reason(s) for modifications or denials based on a lack of Medical Necessity, or reference to the benefit provision on which the denial decision was based, and information about how to file an appeal of the decision with UnitedHealthcare. In addition, the internal criteria or benefit interpretation policy, if any, relied upon in making this decision will be made available upon request by the Member. UnitedHealthcare's Appeals Process is outlined in this section.

## **The Appeals Process**

You may submit an appeal for a denial of a service or denied claims within 180 calendar days of your receipt of an initial determination through our Appeals Department. UnitedHealthcare's Health Services department will review your appeal within a reasonable period of time appropriate to the medical circumstances and make a determination within 30 calendar days of UnitedHealthcare's receipt of the appeal. For appeals involving the delay, denial or modification of health care services related to Medical Necessity, UnitedHealthcare's written response will include the specific reason for the decision, describe the criteria or guidelines or benefit provision on which the denial decision was based, and notification that upon request the Member may obtain a copy of the actual benefit provision, guideline protocol or other similar criterion on which the denial is based. For determinations delaying, denying or modifying health care services based on a finding that the services are not Covered Services, the response will specify the provisions in the Combined Evidence of Coverage and Disclosure Form that exclude that coverage.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

To initiate an appeal, call our Customer Service department at 1-800-624-8822, where a Customer Service representative will document your oral appeal. You may also file an appeal using the Online Grievance form at [www.uhc.com](http://www.uhc.com) or write to the Appeals department at:

Appeals & Grievances  
UnitedHealthcare  
P.O. Box 6107  
Mailstop CA124-0160  
Cypress, CA 90630-9972

In addition, you may request a review by the California Department of Managed Care (“DMHC”) Director if you believe your policy or coverage has been or will be wrongly canceled, rescinded or not renewed. Contact the DMHC Help Center at the toll-free telephone number **(1-888-HMO-2219)** to receive assistance with this process, or submit an inquiry in writing to the **DMHC, California Help Center, 980 9th Street, Suite 500, Sacramento, CA 95814-2725** or through the website: <http://www.hmohelp.ca.gov>. The hearing- and speech-impaired may use the California Relay Service's toll-free telephone number **1-800-735-2929 or 1-888-877-5378 (TTY)**.

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

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 1-800-624-8822 or 711 (TTY) 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-HMO-2219) and a TDHI line (1-877-688-9891) for the hearing- and speech-impaired. The department's Internet website <http://www.hmohelp.ca.gov> has Complaint forms, IMR application forms and instructions online.

## **Patient Protection and Affordable Care Act (PPACA)**

Changes provided for under the PPACA may impact how appeals are handled and are applicable to your Health Plan.

- An Adverse Benefit Determination includes a decision to rescind coverage. You may submit an appeal for a rescission of coverage determination or a denial of a service or denied claims within 180 calendar days of your receipt of an initial determination through our Appeals Department.
- You may submit an appeal for any Adverse Benefit Determination as defined in Section 10. Definitions.
- If any new or additional evidence is relied upon or generated by UnitedHealthcare or the Participating Medical Group during the determination of an appeal, we will provide it to you free of charge and sufficiently in advance of the due date of the response to the Adverse Benefit Determination.

## **Expedited Review Appeals Process**

Appeals involving an imminent and serious threat to your health including, but not limited to, severe pain or the potential loss of life, limb or major bodily function will be immediately referred to UnitedHealthcare's clinical review personnel. If your case does not meet the criteria for an expedited review, it will be reviewed under the standard appeal process. If your appeal requires expedited review, UnitedHealthcare will

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

immediately inform you of your review status and your right to notify the Department of Managed Health Care (DMHC) of the Grievance.

You and the DMHC will be provided a written statement of the disposition or pending status of the expedited review no later than three (3) calendar days from receipt of the grievance. You are not required to participate in the UnitedHealthcare appeals process prior to contracting the DMHC regarding your expedited appeal.

## **Voluntary Mediation and Binding Arbitration**

If you are dissatisfied with UnitedHealthcare's Appeal Process determination, you can request that UnitedHealthcare submit the appeal to voluntary mediation or binding arbitration before JAMS.

### **Voluntary Mediation**

In order to initiate voluntary mediation, either you or the agent acting on your behalf must submit a written request to UnitedHealthcare. If all parties mutually agree to mediation, the mediation will be administered by JAMS in accordance with the JAMS Mediation Rules and Procedures, unless all parties otherwise agree. Expenses for mediation will be shared equally by the parties. The Department of Managed Health Care will have no administrative or enforcement responsibilities with the voluntary mediation process.

### **Binding Arbitration**

All disputes of any kind, including, but not limited to, claims relating to the delivery of services under the plan and claims for medical malpractice between the Member (including any heirs, successors or assigns of Member) and UnitedHealthcare, except for claims subject to ERISA, will be submitted to Binding Arbitration. Medical malpractice includes any issues or allegations that medical services rendered under the health plan were unnecessary or unauthorized or were improperly, negligently or incompetently rendered. This means that disputes between the Member and UnitedHealthcare will not be resolved by a lawsuit or by pursuing other court processes and remedies, except to the extent the Federal Arbitration Act provides for judicial review of arbitration proceedings. Under this provision, neither the Court nor any arbitrator may delay arbitration of disputes or refuse to order disputes to arbitration. The intent of this arbitration provision, and the parties, is to put litigation on hold so that issues can be resolved through the binding arbitration process. Any disputes about the scope of arbitration, about the arbitration itself or about whether an issue falls under this arbitration provision will be resolved by the arbitrator to avoid ambiguities and litigation costs.

The Member and UnitedHealthcare understand and agree that they are giving up their constitutional rights to have any such dispute decided in a court of law before a jury and are instead accepting the use of Binding Arbitration by a single arbitrator. The arbitration will be performed by JAMS or another arbitration service as the parties may agree in writing. The arbitration will be conducted under the JAMS Comprehensive Arbitration Rules and Procedures. The parties will attempt in good faith to mutually agree to the appointment of an arbitrator, but if agreement cannot be reached within 30 days following the date demand for arbitration is made, the arbitrator will be chosen using the appointment procedures set out in the JAMS Comprehensive Arbitration Rules and Procedures. These rules may be viewed by the Member at the JAMS website,

[www.jamsadr.com](http://www.jamsadr.com). If the Member does not have access to the Internet, the Member may request a copy of the rules from UnitedHealthcare, and arrangements will be made for the Member to obtain a hard copy of the rules and procedures.

Arbitration hearings shall be held in Orange County, California, or at a location agreed to in writing by the Member and UnitedHealthcare. The expenses of JAMS and the arbitrator will be paid in equal share by the Member and UnitedHealthcare. Each party will be responsible for any expenses related to discovery conducted by them and their own attorney fees. In cases of extreme hardship, UnitedHealthcare may assume all or part of the Member's share of the fees and expenses of JAMS and the arbitrator, provided the Member submits a hardship application to JAMS and JAMS approves the application. The approval or denial of the hardship application will be determined solely by JAMS. The Member will remain responsible for their own attorney fees, unless an award of attorney fees is allowable under the law and the arbitrator makes an award of attorney fees to the Member. Following the arbitration, the arbitrator will prepare a written award that

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includes the legal and factual reasons for the decision.

Nothing in this Binding Arbitration provision is intended to prevent the Member or UnitedHealthcare from seeking a temporary restraining order or preliminary injunction or other provisional remedies from a court. However, any and all other claims or causes of action, including, but not limited to those seeking damages, restitution, or other monetary relief, shall be subject to this Binding Arbitration provision. Any claim for permanent injunctive relief will be stayed pending completion of the arbitration. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, will apply to the arbitration.

**ALL PARTIES EXPRESSLY AGREE TO WAIVE THEIR CONSTITUTIONAL RIGHT TO HAVE DISPUTES BETWEEN THEM RESOLVED IN COURT BEFORE A JURY AND ARE INSTEAD ACCEPTING THE USE OF BINDING ARBITRATION.**

### **Experimental or Investigational Treatment**

A UnitedHealthcare Medical Director may deny a treatment if he or she determines it is Experimental or Investigational, except as described in "Clinical Trials" under Section 6. Your Medical Benefits. If you have a Terminal Illness, as defined below, you may request that UnitedHealthcare hold a conference within 30 calendar days of receiving your request to review the denial. For purposes of this paragraph, Terminal Illness means an incurable or irreversible condition that has a high probability of causing death within one year or less. The conference will be held within five days if the treating Physician determines, in consultation with the UnitedHealthcare Medical Director and based on professionally recognized standards of practice, that the effectiveness of the proposed treatment or services would be materially reduced if not provided at the earliest possible date.

### **Independent Medical Review**

If you believe that a health care service included in your coverage has been improperly denied, modified or delayed by UnitedHealthcare or one of its Participating Providers, you may request an independent medical review (IMR) of the decision. IMR is available for denials, delays or modifications of health care services requested by you or your Provider based on a finding that the requested service is Experimental or Investigational or is not Medically Necessary. Your case also must meet the statutory eligibility criteria and procedural requirements discussed below. If your Complaint or appeal pertains to a Disputed Health Care Service subject to Independent Medical Review (as discussed below), you must file your Complaint or appeal within 180 calendar days of receiving a denial notice.

### **Eligibility for Independent Medical Review**

#### **Experimental or Investigational Treatment Decisions**

If you suffer from a Life-threatening or Seriously Debilitating condition, you may have the opportunity to seek IMR of UnitedHealthcare's coverage decision regarding Experimental or Investigational therapies under California's Independent Medical Review System pursuant to Health and Safety Code Section 1370.4. Life-threatening means either or both of the following: (a) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted; (b) diseases or conditions with potentially fatal outcomes, where the endpoint of clinical intervention is survival. Seriously Debilitating means diseases or conditions that cause major irreversible morbidity.

A service or item will be covered under the UnitedHealthcare Health Plan if it is an intervention that is an otherwise covered category of service or item, not specifically excluded, and Medically Necessary. An intervention may be medically indicated yet not be a covered benefit or meet the definition of Medical Necessity.

To be eligible for IMR of Experimental or Investigational treatment, your case must meet all of the following criteria:

1. Your Physician certifies that you have a Life-threatening or Seriously Debilitating condition for which:

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- Standard therapies have not been effective in improving your condition; or
  - Standard therapies would not be medically appropriate for you; or
  - There is no more beneficial standard therapy covered by UnitedHealthcare than the proposed Experimental or Investigational therapy proposed by your Physician under the following paragraph.
2. Either (a) your UnitedHealthcare Participating Physician has recommended a treatment, drug, device, procedure or other therapy that he or she certifies in writing is likely to be more beneficial to you than any available standard therapies, and he or she has included a statement of the evidence relied upon by the Physician in certifying his or her recommendation; or (b) you or your non-contracting Physician – who is a licensed, board-certified or board-eligible Physician qualified to practice in the specialty appropriate to treating your condition – has requested a therapy that, based on two documents of medical and scientific evidence identified in California Health and Safety Code Section 1370.4(d), is likely to be more beneficial than any available standard therapy. To satisfy this requirement, the Physician certification must include a statement detailing the evidence relied upon by the Physician in certifying his or her recommendation. (Please note that UnitedHealthcare is not responsible for the payment of services rendered by non-contracting Physicians who are not otherwise covered under your UnitedHealthcare benefits).
  3. A UnitedHealthcare Medical Director has denied your request for a treatment or therapy recommended or requested pursuant to the above paragraph.
  4. The treatment or therapy recommended pursuant to Paragraph 2 above would be a Covered Service, except for UnitedHealthcare's determination that the treatment, drug, device, procedure or other therapy is Experimental or Investigational.

If you have a Life-threatening or Seriously Debilitating condition and UnitedHealthcare denies your request for Experimental or Investigational therapy, UnitedHealthcare will send a written notice of the denial within five business days of the decision. The notice will advise you of your right to request IMR, and include a Physician certification form and an application form with a preaddressed envelope to be used to request IMR from the DMHC.

### **Disputed Health Care Services**

You may also request IMR of a Disputed Health Care Service. A Disputed Health Care Service is any health care service eligible for coverage and payment under your Health Plan that has been denied, modified or delayed by UnitedHealthcare or one of its Participating Providers, in whole or in part, due to a finding that the service is not Medically Necessary. (**Note:** Disputed Health Care Services do not encompass coverage decisions. Coverage decisions are decisions that approve or deny health care services substantially based on whether or not a particular service is included or excluded as a covered benefit under the terms and conditions of your health care coverage.)

You are eligible to submit an application to the DMHC for IMR of a Disputed Health Care Service if you meet all of the following criteria:

1. (a) Your Provider has recommended a health care service as Medically Necessary; or (b) you have received Urgently Needed Services or Emergency Services that a Provider determined were Medically Necessary; or (c) you have been seen by a Participating Provider for the diagnosis or treatment of the medical condition for which you seek IMR;
2. The health care service has been denied, modified or delayed by UnitedHealthcare or one of its Participating Providers; and
3. You have filed an appeal with UnitedHealthcare regarding the decision to deny, delay or modify health care services and the disputed decision is upheld or the appeal remains unresolved after 30 days (or three days in the case of an urgent appeal requiring expedited review). (Note: If there is an imminent and serious threat to your health, the DMHC may waive the requirement that you complete the appeals process or Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

participate in the appeals process for at least 30 calendar days if the DMHC determines that an earlier review is necessary.

You may apply to the DMHC for IMR of a Disputed Health Care Service within six months of any of the events or periods described above, or longer if the DMHC determines that the circumstances of your case warrant an IMR review. UnitedHealthcare will provide you an IMR application form with any Grievance disposition letter that denies, modifies or delays health care services based in whole or in part due to a finding that the service is not Medically Necessary. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against UnitedHealthcare regarding the Disputed Health Care Service. The IMR process is in addition to any other procedures or remedies that may be available to you.

## **Independent Medical Review Procedures**

### **Applying for Independent Medical Review Procedures**

In the case of Experimental or Investigational coverage decisions, if you have a Life-threatening or Seriously Debilitating condition, UnitedHealthcare will include an application for IMR in its notice to you that the requested service has been denied and include a Physician certification form with a preaddressed envelope to the DMHC. Your Physician must provide the Physician certification and medical and scientific documentation required for Experimental and Investigational IMR, which may be included with your application, or mailed or faxed directly to the DMHC by your Physician. Either you or your Physician can provide the letter from UnitedHealthcare or its Participating Provider denying the request for Experimental or Investigational treatment.

In the case of determinations that a Disputed Health Care Service is not Medically Necessary, UnitedHealthcare will provide you with an IMR application form with any disposition letter resolving your appeal of the determination. Your application for IMR of a Disputed Health Care Service may include information or documentation regarding a Provider's recommendation that the service is Medically Necessary, medical information that a service received on an urgent care or emergency basis was Medically Necessary, and any other information you received from or gave to UnitedHealthcare or its Participating Providers that you believe is relevant in support of your position that the Disputed Health Care Service was Medically Necessary.

Completed applications for IMR should be submitted to the DMHC. You pay no fee to apply for IMR. You, your Physician, or another designated representative acting on your behalf may request IMR. If there is any additional information or evidence you or your Physician wish to submit to the DMHC that was not previously provided to UnitedHealthcare, you may include this information with the application for IMR. The DMHC fax number is (916) 229-0465. You may also reach the DMHC by calling 1-888-HMO-2219.

### **Accepted Applications for Independent Medical Review**

Upon receiving your application for IMR, the DMHC will review your request and notify you whether your case has been accepted. If your case is eligible for IMR, the dispute will be submitted to an Independent Medical Review Organization (IRO) contracted with the DMHC for review by one or more expert reviewers, independent of UnitedHealthcare, who will make an independent determination of whether or not the care should be provided. The IRO selects an independent panel of medical professionals knowledgeable in the treatment of your condition, the proposed treatment and the guidelines and protocols in the area of treatment under review. Neither you nor UnitedHealthcare will control the choice of expert reviewers.

UnitedHealthcare must provide the following documents to the IRO within three (3) business days of receiving notice from the DMHC that you have successfully applied for an IMR:

1. The relevant medical records in the possession of UnitedHealthcare or its Participating Providers;
2. All information provided to you by UnitedHealthcare and any of its Participating Providers concerning UnitedHealthcare and Provider decisions regarding your condition and care (including a copy of

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UnitedHealthcare's denial notice sent to you);

3. Any materials that you or your Provider submitted to UnitedHealthcare and its Participating Providers in support of the request for the health care services;
4. Any other relevant documents or information used by UnitedHealthcare or its Participating Providers in determining whether the health care service should have been provided and any statement by UnitedHealthcare or its Participating Providers explaining the reasons for the decision. The Plan shall provide copies of these documents to you and your Provider unless any information in them is found by the DMHC to be privileged.

If there is an imminent and serious threat to your health, UnitedHealthcare will deliver the necessary information and documents listed above to the IRO within 24 hours of approval of the request for IMR.

After submitting all of the required material to the IRO, UnitedHealthcare will promptly issue you a notification that includes an annotated list of the documents submitted and offer you the opportunity to request copies of those documents from UnitedHealthcare.

If there is any information or evidence you or your Provider wish to submit to the DMHC in support of IMR that was not previously provided to UnitedHealthcare, you may include this information with your application to the DMHC. Also as required, you or your Provider must provide to the DMHC or the IRO copies of any relevant medical records and any newly developed or discovered relevant medical records after the initial documents are provided and respond to any requests for additional medical records or other relevant information from the expert reviewers.

### **The Independent Medical Review Decision**

The independent review panel will render its analysis and recommendations on your IMR case in writing, and in layperson's terms to the maximum extent practical, within 30 calendar days of receiving your request for IMR and supporting information. The time may be adjusted under any of the following circumstances:

- In the case of a review of an Experimental or Investigational determination, if your Physician determines that the proposed treatment or therapy would be significantly less effective if not promptly initiated. In this instance, the analysis and recommendations will be rendered within seven (7) calendar days of the request for expedited review. The review period can be extended up to three (3) calendar days for a delay in providing required documents at the request of the expert. The organization shall complete its review and make its determination in writing, and in layperson's terms to the maximum extent practicable, within 30 days of the receipt of the application for review and supporting documentation, or within less time as prescribed by the director.
- If the disputed health care service has not been provided and the enrollee's Provider or the Department certifies in writing that an imminent and serious threat to the health of the enrollee may exist, including, but not limited to, serious pain, the potential loss of life, limb or major bodily function or the immediate and serious deterioration of the health of the enrollee, the analyses and determinations of the reviewers shall be expedited and rendered within three days of the receipt of the information.
- Subject to the approval of the DMHC, the deadlines for analyses and determinations involving both regular and expedited reviews may be extended by the director for up to three (3) days in extraordinary circumstances or for good cause.

The IRO will provide the DMHC, UnitedHealthcare, you and your Physician with each of the experts' analyses and recommendations, and a description of the qualifications of each expert. The IRO will keep the names of the expert reviewers confidential, except in cases where the reviewer is called to testify and in response to court orders. In the case of an Experimental or Investigational determination, the experts' analyses will state the reasons the requested Experimental or Investigational therapy is or is not likely to be more beneficial for you than any available standard therapy and the reasons for recommending why the therapy should or should not be provided by UnitedHealthcare, citing your specific medical condition, the relevant documents provided and the relevant medical and scientific evidence supporting the experts' recommendation.

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The recommendation of the majority of the experts on the panel will prevail. If the experts on the panel are evenly divided as to whether the health care service should be provided, the panel's decision will be deemed to be in favor of coverage. If the majority of the experts on the panel does not recommend providing the health care service, UnitedHealthcare will not be required to provide the service.

### **When a Decision Is Made**

The DMHC will immediately adopt the decision of the IRO upon receipt and will promptly issue a written decision to the parties that will be binding on UnitedHealthcare. UnitedHealthcare will promptly implement the decision when received from the DMHC. In the case of an IRO determination requiring reimbursement for services already rendered, UnitedHealthcare will reimburse either you or your Provider – whichever applies – within five (5) business days. In the case of services not yet rendered to you, UnitedHealthcare will authorize the services within five (5) business days of receiving the written decision from the DMHC, or sooner if appropriate for the nature of your medical condition, and will inform you and your Physician of the authorization. UnitedHealthcare will promptly reimburse you for reasonable costs associated with Urgently Needed Services or Emergency Services outside of UnitedHealthcare's Participating Provider network, if:

- The services are found by the IRO to have been Medically Necessary;
- The DMHC finds your decision to secure services outside of UnitedHealthcare's Participating Provider network prior to completing the UnitedHealthcare Grievance process or seeking IMR was reasonable under the circumstances; and
- The DMHC finds that the Disputed Health Care Services were a covered benefit under the UnitedHealthcare Subscriber contract.

Health care services required by IMR will be provided subject to the terms and conditions generally applicable to all other benefits under your UnitedHealthcare Health Plan.

For more information regarding the IMR process, or to request an application, please call UnitedHealthcare's Customer Service department.

### **Complaints Against Participating Medical Groups, Providers, Physicians and Hospitals**

Claims against a Participating Medical Group, the group's Physicians, or Providers, Physicians or Hospitals – other than claims for benefits under your coverage – are not governed by the terms of this plan. You may seek any appropriate legal action against such persons and entities deemed necessary.

In the event of a dispute between you and a Participating Medical Group (or one of its Participating Providers) for claims not involving benefits, UnitedHealthcare agrees to make available the Member appeals process for resolution of such dispute. In such an instance, all parties must agree to this resolution process. Any decision reached through this resolution process will not be binding upon the parties except upon agreement between the parties. The Grievance will not be subject to binding arbitration except upon agreement between the parties. Should the parties fail to resolve the Grievance, you or the Participating Medical Group (or its Participating Provider) may seek any appropriate legal action deemed necessary. Member claims against UnitedHealthcare will be handled as discussed above under "Appealing a Health Care Decision or Requesting a Quality of Care Review."

## SECTION 9. GENERAL INFORMATION

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- **How to Replace Your Card**
- **Translation Assistance**
- **Speech- and Hearing-Impaired Assistance**
- **Coverage in Extraordinary Situations**
- **Compensation for Providers**
- **Organ and Tissue Donation**
- **Public Policy Participation**
- **Nondiscrimination Notice**

What follows are answers to some common and uncommon questions about your coverage. If you have any questions of your own that haven't been answered, please call our Customer Service department.

### **What should I do if I lose or misplace my membership card?**

If you should lose your card, simply call our Customer Service department. Along with sending you a replacement card, they can make sure there is no interruption in your coverage.

### **Does UnitedHealthcare offer a translation service?**

UnitedHealthcare uses a telephone translation service for almost 140 languages and dialects. That's in addition to select Customer Service representatives who are fluent in Spanish. Translated Member materials are available upon request. Interpretation services may also be available at the Participating Provider office. Please contact the Participating Provider for specific language interpretation availability.

### **Does UnitedHealthcare offer hearing- and speech-impaired telephone lines?**

UnitedHealthcare has a dedicated telephone number for the hearing and speech-impaired. This phone number is 1-800-442-8833.

### **How is my coverage provided under extraordinary circumstances?**

In the unfortunate event of a major disaster, epidemic, war, riot, civil insurrection or complete or partial destruction of facilities, our Participating Medical Groups and Hospitals will do their best to provide the services you need. Under these extreme conditions, go to the nearest doctor or Hospital for Emergency Services. UnitedHealthcare will later provide appropriate reimbursement.

### **Nondiscrimination Notice**

UnitedHealthcare does not exclude, deny covered benefits to, or otherwise discriminate against any Member on the ground of race, color, or national origin, or on the basis of disability or age in participation in, or receipt of the Covered Services under, any of its Health Plans, whether carried out by UnitedHealthcare directly or through a Participating Medical Group or any other entity with which UnitedHealthcare arranges to carry out Covered Services under any of its Health Plans.

This statement is in accordance with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Regulations of the U.S. Department of Health and Human Services issued pursuant to these statutes at Title 45 Code of Federal Regulations Parts 80, 84, and 91.

### **How does UnitedHealthcare compensate its Participating Providers?**

UnitedHealthcare itself is not a Provider of health care. UnitedHealthcare typically contracts with independent medical groups to provide medical services to its Members, and with Hospitals to provide Hospital Services. Once they are contracted, they become UnitedHealthcare Participating Providers.

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Participating Medical Groups in turn employ or contract with individual Physicians. None of the Participating Medical Groups or Participating Hospitals, or their Physicians or employees, are employees or agents of UnitedHealthcare. Likewise, neither UnitedHealthcare nor any employee of UnitedHealthcare is an employee or agent of any Participating Medical Group, Participating Hospital or any other Participating Provider.

Most of our Participating Medical Groups receive an agreed-upon monthly payment from UnitedHealthcare to provide services to our Members. This monthly payment may be either a fixed dollar amount for each Member or a percentage of the monthly Premium received by UnitedHealthcare. The monthly payment typically covers professional services directly provided, or referred and authorized, by the Participating Medical Group.

Some of UnitedHealthcare's Participating Hospitals receive similar monthly payments in return for providing Hospital Services for Members. Other Participating Hospitals are paid on a discounted fee-for-service or fixed charge per day of Hospitalization. Most acute care, Subacute and Transitional Care and Skilled Nursing Facilities are paid on a fixed charge per day basis for Inpatient care.

At the beginning of each year, UnitedHealthcare and its Participating Medical Groups agree on a budget for the cost of services for all UnitedHealthcare Members assigned to the Participating Medical Group. At the end of the year, the actual cost of services for the year is compared to the agreed-upon budget. If the actual cost of services is less than the agreed-upon budget, the Participating Medical Group shares in the savings.

The Participating Hospital and Participating Medical Group typically participate in programs for Hospital Services similar to what is described above.

Stop-loss insurance protects Participating Medical Groups and Participating Hospitals from large financial expenses for health care services. UnitedHealthcare provides stop-loss protection to our Participating Medical Groups and Participating Hospitals that receive the monthly payments described above. If any Participating Hospital or Participating Medical Group does not obtain stop-loss protection from UnitedHealthcare, it must obtain stop-loss insurance acceptable to UnitedHealthcare.

UnitedHealthcare arranges with additional Providers or their representatives for the provision of Covered Services that cannot be performed by your assigned Participating Medical Group or Participating Hospital. Such services include authorized Covered Services that require a specialist not available through your Participating Medical Group or Participating Hospital or Emergency and Urgently Needed Services. UnitedHealthcare or your Participating Medical Group pays these Providers at the lesser of the Provider's reasonable charges or agreed-to rates. Your responsibility for Covered Services received from these Providers is limited to payment of applicable Copayments. (For more about Copayments, see **Section 7. Payment Responsibility**.) You may obtain additional information on UnitedHealthcare's compensation arrangements by contacting UnitedHealthcare or your Participating Medical Group.

### **How do I become an organ and tissue donor?**

Transplantation has helped thousands of people suffering from organ failure or in need of corneas, skin, bone or other tissue. The need for donated organs and tissues continues to outpace the supply. At any given time, nearly 50,000 Americans may be waiting for organ transplants while hundreds of thousands more need tissue transplants. Organ and tissue donation provides each of us with a special opportunity to help others.

Almost anyone can be a donor. There is no age limit and the number of donors age 50 or older has increased. If you have questions or concerns about organ donation, speak with your family, doctor or clergy. There are many resources that can provide the information you need to make a responsible decision.

If you do decide to become a donor, be sure to share your decision. Sharing your decision to be an organ and tissue donor with your family is as important as making the decision itself. Your organs and tissue will not be donated unless a Family Member gives consent at the time of your death – even if you've signed your driver's license or a donor card. A simple family conversation will prevent confusion or uncertainty about your wishes.

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It is also helpful to document your decision by completing a donor card in the presence of your family and having them sign as witnesses. The donor card serves as a reminder to your family and medical staff of your personal decision to be a donor. Carry it in your wallet or purse at all times.

### **How can I learn more about being an organ and tissue donor?**

To get your donor card and information on organ and tissue donation call 1-800-355-SHARE or 1-800-633-6562. You can also request donor information from your local Department of Motor Vehicles (DMV).

On the Internet, contact:

- All About Transplantation and Donation([www.transweb.org](http://www.transweb.org))
- Department of Health and Human Services([www.organdonor.gov](http://www.organdonor.gov))
- Once you get a donor card, be sure to sign it in your family's presence. Have your family sign as witnesses and pledge to carry out your wishes, then keep the card with you at all times where it can be easily found.

Keep in mind that even if you've signed a donor card, you must tell your family so they can act on your wishes.

### **How can I participate in the establishment of UnitedHealthcare's public policy participation ?**

UnitedHealthcare gives its Members the opportunity to participate in establishing the public policy of the Health Plan. One third of UnitedHealthcare of California's Board of Directors is comprised of Health Plan Members. If you are interested in participating in the establishment of the Health Plan's public policy, please call or write our Customer Service department.

## SECTION 10. DEFINITIONS

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*UnitedHealthcare is dedicated to making its services easily accessible and understandable. To help you understand the precise meanings of many terms used to explain your benefits, we have provided the following definitions. These definitions apply to the capitalized terms used in your Combined Evidence of Coverage and Disclosure Form, as well as the Schedule of Benefits.*

**Adverse Benefit Determination** - means a denial, reduction, or termination of, or a failure to provide or make payment (in whole or in part) for, a benefit, including the following:

- a determination of a member's eligibility to participate in the Health Plan (including rescission);
- a determination that services are not covered based on certain exclusions or limitations on otherwise Covered Services; and
- a determination that benefits are Experimental or Investigational or not Medically Necessary or appropriate.

**Annual Copayment Maximum** – The maximum amount of Copayments a Member is required to pay for certain Covered Services in a calendar year. (Please refer to your Schedule of Benefits.)

**Behavioral Health Treatment for Pervasive Developmental Disorder (PDD) or Autism** – Professional services and treatment programs, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of a Member with pervasive developmental disorder or autism, and that meet all of the following criteria:

The treatment is prescribed by a licensed physician and surgeon of the California Business and Professions Code or is developed by a licensed Participating psychologist pursuant to the California Business and Professions Code or as authorized under California law.

The treatment is provided under a treatment plan prescribed by a Participating Qualified Autism Service Provider and is administered by one of the following:

- A Participating Qualified Autism Service Provider.
- A Participating Qualified Autism Service Professional supervised and employed by the Participating Qualified Autism Service Provider.
- A Participating Qualified Autism Service Paraprofessional supervised and employed by a Participating Qualified Autism Service Provider.

The treatment plan must have measurable goals over a specific timeline that is developed and approved by the Participating Qualified Autism Service Provider for the specific Member being treated. The treatment plan shall be reviewed no less than once every six months by the Participating Qualified Autism Service Provider and modified whenever appropriate, and shall be consistent with Section 4686.2 of the California Welfare and Institutions Code pursuant to which the Participating Qualified Autism Service Provider does all of the following:

- Describes the Member's behavioral health impairments or developmental challenges that are to be treated.
- Designs an intervention plan that includes the service type, number of hours, and parent participation needed to achieve the plan's goal and objectives, and the frequency at which the Member's progress is evaluated and reported.
- Provides intervention plans that utilize evidence-based practices, with demonstrated clinical efficacy in treating pervasive developmental disorder or autism.
- Discontinues intensive behavioral intervention services when the treatment goals and objectives are achieved or no longer appropriate.

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- The treatment plan is not used for purposes of providing or for the reimbursement of respite, day care, or educational services and is not used to reimburse a parent for participating in the treatment program. The treatment plan shall be made available to us upon request.

For a description of coverage of mental health care services for the diagnosis and treatment of Mental Disorders, please refer to the behavioral health supplement to your Combined Evidence of Coverage and Disclosure Form.

**Binding Arbitration** – The submission of a dispute to one or more impartial persons for a final and binding decision, except for fraud or collusion on the part of the arbitrator. This means that once the arbitrator has issued a decision, neither party may appeal the decision. Any such dispute will not be resolved by a lawsuit or resort to court process, except as California law provides for judicial review of arbitration proceedings.

**Biofeedback** – Biofeedback therapy provides visual, auditory or other evidence of the status of certain body functions so that a person can exert voluntary control over the functions, and thereby alleviate an abnormal bodily condition. Biofeedback therapy often uses electrical devices to transform bodily signals indicative of such functions as heart rate, blood pressure, skin temperature, salivation, peripheral vasomotor activity, and gross muscle tone into a tone or light, the loudness or brightness of which shows the extent of activity in the function being measured.

**Case Management** – A collaborative process that assesses, plans, implements, coordinates, monitors and evaluates options to meet an individual's health care needs based on the health care benefits and available resources in order to promote a quality outcome for the individual Member.

**Chronic Condition** – A medical condition that is continuous or persistent over an extended period of time and requires ongoing treatment for its management.

**Claim Determination Period** – A calendar year.

**Cognitive Behavioral Therapy** – Psychotherapy where the emphasis is on the role of thought patterns in moods and behaviors.

**Cognitive Rehabilitation Therapy** – Cognitive Rehabilitation Therapy is therapy for the treatment of functional deficits as a result of traumatic brain injury and cerebral vascular insult. It is intended to help in achieving the return of higher level cognitive ability. This therapy is direct (one-on-one) patient contact.

**Complementary and Alternative Medicine** – Defined by the National Center for Complementary and Alternative Medicine as the broad range of healing philosophies (schools of thought), approaches and therapies that Conventional Medicine does not commonly use, accept, study or make available. Generally defined, these treatments and health care practices are not taught widely in medical schools and not generally used in Hospitals. These types of therapies used alone are often referred to as "alternative." When used in combination with other alternative therapies, or in addition to conventional therapies, these therapies are often referred to as "complementary."

**Completion of Covered Services** – Covered Services for the Continuity of Care Condition under treatment by the Terminated Provider or Non-Participating Provider will be considered complete, when (i) the Member's Continuity of Care Condition under treatment is medically/clinically stable, and (ii) there are no clinical contraindications that would prevent a medically/clinically safe transfer to a Participating Provider as determined by a UnitedHealthcare Medical Director in consultation with the Member, the Terminated Provider or Non-Participating Provider, and as applicable, the Member's assigned Participating Provider.

**Continuity of Care Condition(s)** – The Completion of Covered Services will be provided by: (i) a Terminated Provider to a Member who, at the time of the Participating Provider's contract Termination, was receiving Covered Services from that Participating Provider, or (ii) Non-Participating Provider for newly enrolled Member who, at the time of his or her coverage became effective with UnitedHealthcare, was receiving Covered Services from the Non-Participating Provider, for one of the Continuity of Care Conditions, as limited and described below:

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1. **An Acute Condition** – A medical condition, including medical and Mental Health<sup>1</sup>, that involves a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration. Completion of Covered Services will be provided for the duration of the Acute Condition.
2. **A Serious Chronic Condition** – A medical condition due to disease, illness, or other medical or mental health problem<sup>2</sup> or medical or mental health<sup>2</sup> disorder that is serious in nature, and that persists without full cure or worsens over an extended period of time, or requires ongoing treatment to maintain remission or prevent deterioration. Completion of Covered Services will be provided for the period of time necessary to complete the active course of treatment and to arrange for a clinically safe transfer to a Participating Provider, as determined by a UnitedHealthcare Medical Director in consultation with the Member, and either (i) the Terminated Provider or (ii) the Non-Participating Provider and as applicable, the receiving Participating Provider, consistent with good professional practice. Completion of Covered Services for this condition will not exceed twelve (12) months from the agreement's Termination date or twelve (12) months from the effective date of coverage for a newly enrolled Member.
3. **A Pregnancy** – diagnosed and documented by (i) the Terminated Provider prior to Termination of the agreement, or (ii) by the Non-Participating Provider prior to the newly enrolled Member's effective date of coverage with UnitedHealthcare. Completion of Covered Services will be provided for the duration of the pregnancy and the immediate postpartum period.
4. **A Terminal Illness** – An incurable or irreversible condition that has a high probability of causing death within one (1) year or less. Completion of Covered Services will be provided for the duration of the Terminal Illness.
5. **The Care of a Newborn** – Services provided to a child between birth and age thirty-six(36) months. Completion of Covered Services will not exceed twelve (12) months from the: (i) Provider agreement Termination date, or (ii) the newly enrolled Member's effective date of coverage with UnitedHealthcare, or (iii) extend beyond the child's third (3rd) birthday.
6. **Surgery or Other Procedure** – Performance of a surgery or Other Procedure that has been authorized by UnitedHealthcare or the Member's assigned Participating Provider as part of a documented course of treatment and has been recommended and documented by the: (i) Terminating Provider to occur within 180 calendar days of the agreement's Termination date, or (ii) Non-Participating Provider to occur within 180 calendar days of the newly enrolled Member's effective date of coverage with UnitedHealthcare.

**Conventional Medicine** – Defined by the National Center for Complementary and Alternative Medicine as medicine as practiced by holders of M.D. (medical doctor) or D.O. (doctor of osteopathy) degrees. Other terms for Conventional Medicine are allopathic, Western, regular and mainstream medicine.

**Copayments** – The fee that a Member is obligated to pay, if any, at the time he or she receives a Covered Service. Copayments may be a specific dollar amount or a percentage of the cost of the Covered Services. Copayments are fees paid by the Member in addition to the Premium paid by an Employer Group and any payroll contributions required by the Member's Employer Group.

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<sup>1</sup> Except pursuant to the CA Health and Safety Code 1374.72, Inpatient coverage for Behavioral Health is not a covered benefit under the UnitedHealthcare HMO/POS Commercial core coverage. Coverage for additional Behavioral Health Services may be available if purchased by the Subscriber's employer as a supplemental benefit. Please refer to the behavioral health supplement to this Combined Evidence of Coverage and Disclosure Form for a description of additional coverage, if any.

<sup>2</sup> U.S. Behavioral Health Plan, California will coordinate Continuity of Care for Members whose employer has purchased supplemental benefits and for Members requesting continued care with a terminated or Non-Participating Provider for "Serious Mental Illnesses" and "Serious Emotional Disturbances of a Child" as defined in CA Health and Safety Code, Section 1374.72.

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**County of Los Angeles** – The single employer through which you enrolled for coverage.

**Covered Services** – Medically Necessary services or supplies provided under the terms of this Combined Evidence of Coverage and Disclosure Form, your Schedule of Benefits and supplemental benefit materials.

**Custodial Care** – Care and services that assist an individual in the activities of daily living. Examples include: assistance in walking, getting in or out of bed, bathing, dressing, feeding and using the toilet; preparation of special diets; and supervision of medication that usually can be self-administered. Custodial Care includes all homemaker services, respite care, convalescent care or extended care not requiring skilled nursing.

**Day Treatment Center - A Participating Facility** which provides a specific Behavioral Health Treatment Program on a full- or part-day basis pursuant to a written Behavioral Health Treatment Plan approved and monitored by a USBHPC Participating Practitioner and which is also licensed, certified or approved to provide such services by the appropriate state agency.

**Deductible** – The Deductible is the amount incurred for certain Covered Service that you are responsible for paying each Calendar Year before benefits are payable under the *Combined Evidence of Coverage and Disclosure Form*. Please refer to the *Schedule of Benefits* for detailed information on the Deductible amount and Covered Services subject to the Deductible.

**Dependent** – A Member of a Subscriber's family who is enrolled with UnitedHealthcare after meeting all of the eligibility requirements of the Subscriber's Employer Group and UnitedHealthcare and for whom applicable Health Plan Premiums have been received by UnitedHealthcare.

**Designated Facility** – A facility that has entered into an agreement with UnitedHealthcare, or with an organization contracting on UnitedHealthcare's behalf, to render Covered Services for the treatment of specified diseases or conditions. The fact that a hospital is a Participating Hospital does not mean that it is a Designated Facility.

**Developmental Delay** – is a delayed attainment of age appropriate milestones in the areas of speech-language, motor, cognitive, and/or social development.

**Developmental and Neurodevelopmental Testing** – Developmental and Neurodevelopmental Testing is a battery of diagnostic tests for the purpose of determining a child's developmental status and need for early intervention services. This may include, but is not limited to, psychological and behavioral developmental profiles.

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

- placing the Member's health in serious jeopardy;
- serious impairment to bodily functions;
- serious dysfunction of any bodily organ or part;
- active labor, meaning labor at a time that either of the following would occur:
  1. there is inadequate time to effect safe transfer to another Hospital prior to delivery or
  2. a transfer poses a threat to the health and safety of the Member or unborn child.

An Emergency Medical Condition also includes a Psychiatric Emergency Medical Condition which is a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following:

- An immediate danger to himself or herself or others; or
- Immediately unable to provide for, or utilize, food, shelter or clothing, due to the mental disorder.

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**Emergency Services** – Medical screening, examination and evaluation by a Physician or other personnel – to the extent provided by law – to determine if an Emergency Medical Condition or Psychiatric Emergency Medical Condition exists. If this condition exists, Emergency Services include the care, treatment and/or surgery by a Physician necessary to relieve or eliminate the Emergency Medical Condition or Psychiatric Emergency Medical Condition within the capabilities of the Facility which includes admission or transfer to a psychiatric unit within a general acute care hospital or an acute psychiatric hospital for the purpose of providing care and treatment necessary to relieve or eliminate a Psychiatric Emergency Medical Condition. (For a detailed explanation of Emergency Services, see Section 4. Emergency and Urgently Needed Services.)

**Employer Group** – The County of Los Angeles, a single employer through which you enrolled for coverage.

**Enteral Feeding** – Provision of nutritional requirements through a tube into the stomach or bowel. It may be administered by syringe, gravity, or pump.

**Experimental or Investigational** – Defined in Section 6 under the “Exclusions and Limitations of Benefits” section of this Combined Evidence of Coverage and Disclosure Form.

**Family Member** – The Subscriber’s legal spouse or Domestic Partner and any person related to the Subscriber or legal spouse or Domestic Partner by blood, marriage, adoption or guardianship. An enrolled Family Member is a Family Member who is enrolled with UnitedHealthcare, meets all the eligibility requirements of the Subscriber’s Employer Group and UnitedHealthcare, and for whom Premiums have been received by UnitedHealthcare. An eligible Family Member is a Family Member who meets all the eligibility requirements of the Subscriber’s Employer Group and UnitedHealthcare.

**Grandchild** – is a child whose parent is a covered Dependent under the Subscriber's family coverage if the covered Dependent is under 26 years of age.

**Grievance (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 a Member or the Member’s representative.

**Group Agreement** – The Medical and Hospital Group Subscriber Agreement entered into between UnitedHealthcare and the County of Los Angeles through which you enroll for coverage.

**Health Plan** – Your benefit plan as described in this Combined Evidence of Coverage and Disclosure Form, Schedule of Benefits and supplemental benefit materials.

**Health Plan Premiums (or Premiums)** – Amounts established by UnitedHealthcare to be paid to UnitedHealthcare by Employer on behalf of Subscriber and his or her Dependents in consideration of the benefits provided under this Health Plan.

**Home Health Aide** – A person who has completed Home Health Aide training as required by the state in which the individual is working. Home Health Aides must work under a plan of care ordered by a Physician and under the supervision of a licensed nurse or licensed therapist.

**Home Health Aide Services** – Medically Necessary personal care such as bathing, exercise assistance and light meal preparation, provided by trained individuals and ordered along with skilled nursing and/or therapy visits.

**Home Health Care Visit** – Defined as up to two (2) hours of skilled services by a registered nurse or licensed vocational nurse or licensed therapist or up to four (4) hours of Home Health Aide Services.

**Hospice** – Specialized form of interdisciplinary health care for a Member with a life expectancy of a year or less due to a Terminal Illness. Hospice programs or services are designed to provide palliative care; alleviate the physical, emotional, social and spiritual discomforts of a Member who is experiencing the last phase of life due to the existence of a terminal disease; and provide supportive care to the primary caregiver and family of the Member receiving Hospice services.

**Hospitalist** – A Physician whose sole practice is the management of acutely and/or chronically ill patients’

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health services in a Hospital setting.

**Hospital Services** – Services and supplies performed or supplied by a licensed Hospital on an Inpatient or Outpatient basis.

**Hypnotherapy** – Medical Hypnotherapy is treatment by hypnotism or inducing sleep.

**Infertility** – Either: (1) the inability to conceive a pregnancy or to carry a pregnancy to a live birth after a year or more of regular sexual relations without contraception; or (2) the presence of a demonstrated condition recognized by a licensed Physician who is a Participating Provider as a cause of Infertility.

**Inpatient Treatment Center.**- An acute care Participating Facility which provides Behavioral Health Services in an acute, inpatient setting, pursuant to a written Behavioral Health Treatment Plan approved and monitored by a USBHPC Participating Practitioner, and which also:

- provides 24-hour nursing and medical supervision; and
- is licensed, certified, or approved as such by the appropriate state agency.

**Intellectual Disability and Related Conditions** – An individual is determined to have intellectual disability based on the following three criteria: Intellectual functioning level (IQ) is below 70-75; significant limitations exist in two or more adaptive skill areas; and the condition is present from childhood (defined as age 18 or less).

**Intramuscular** – Injection into the muscle.

**Intravenous** – Injection into the vein.

**Late Enrollee** – An employee or employee's Dependent who declined enrollment in the UnitedHealthcare Health Plan when offered and who subsequently requests enrollment outside the designated Annual Open Enrollment Period.

**Learning Disability** – A Learning Disability is a condition where there is a meaningful difference between a person's current level of learning ability and the level that would be expected for a person of that age.

**Limiting Age** – The age established by the County of Los Angeles when a Dependent is no longer eligible to be an enrolled Family Member under the Subscriber's coverage. The Limited Age is at least 26 years of age as established by federal law.

**Medical Detoxification** - The medical treatment of withdrawal from alcohol, drug or other substance addiction is covered.

**Medically Necessary (or Medical Necessity)** refers to an intervention, if, as recommended by the treating Physician and determined by the Medical Director of UnitedHealthcare or the Participating Medical Group, it is all of the following:

- a. A health intervention for the purpose of treating a medical condition;
- b. The most appropriate supply or level of service, considering potential benefits and harms to the Member;
- c. Known to be effective in improving health outcomes. For existing interventions, effectiveness is determined first by scientific evidence, then by professional standards, then by expert opinion. For new interventions, effectiveness is determined by scientific evidence; and
- d. If more than one health intervention meets the requirements of (a) through (c) above, furnished in the most cost-effective manner that may be provided safely and effectively to the Member. "Cost-effective" does not necessarily mean lowest price.

A service or item will be covered under the UnitedHealthcare Health Plan if it is an intervention that is an otherwise covered category of service or item, not specifically excluded, and Medically Necessary. An intervention may be medically indicated yet not be a covered benefit or meet the definition of Medical

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Necessity.

In applying the above definition of Medical Necessity, the following terms shall have the following meanings:

- i. Treating Physician means a Physician who has personally evaluated the patient.
- ii. A health intervention is an item or service delivered or undertaken primarily to treat (that is, prevent, diagnose, detect, treat or palliate) a medical condition or to maintain or restore functional ability. A medical condition is a disease, illness, injury, genetic or congenital defect, pregnancy or a biological or psychological condition that lies outside the range of normal, age-appropriate human variation. A health intervention is defined not only by the intervention itself, but also by the medical condition and the patient indications for which it is being applied.
- iii. Effective means that the intervention can reasonably be expected to produce the intended results and to have expected benefits that outweigh potential harmful effects.
- iv. Health outcomes are outcomes that affect health status as measured by the length or quality (primarily as perceived by the patient) of a person's life.
- v. Scientific evidence consists primarily of controlled clinical trials that either directly or indirectly demonstrate the effect of the intervention on health outcomes. If controlled clinical trials are not available, observational studies that suggest a causal relationship between the intervention and health outcomes can be used. Partially controlled observational studies and uncontrolled clinical series may be suggestive but do not by themselves demonstrate a causal relationship unless the magnitude of the effect observed exceeds anything that could be explained either by the natural history of the medical condition or potential experimental biases. For existing interventions, the scientific evidence should be considered first and, to the greatest extent possible, should be the basis for determinations of medical necessity. If no scientific evidence is available, professional standards of care should be considered. If professional standards of care do not exist, or are outdated or contradictory, decisions about existing interventions should be based on expert opinion. Giving priority to scientific evidence does not mean that coverage of existing interventions should be denied in the absence of conclusive scientific evidence. Existing interventions can meet the definition of Medical Necessity in the absence of scientific evidence if there is a strong conviction of effectiveness and benefit expressed through up-to-date and consistent professional standards of care or, in the absence of such standards, convincing expert opinion.
- vi. A new intervention is one that is not yet in widespread use for the medical condition and patient indications being considered. New interventions for which clinical trials have not been conducted because of epidemiological reasons (i.e., rare or new diseases or orphan populations) shall be evaluated on the basis of professional standards of care. If professional standards of care do not exist, or are outdated or contradictory, decisions about such new interventions should be based on convincing expert opinion.
- vii. An intervention is considered cost-effective if the benefits and harms relative to costs represent an economically efficient use of resources for patients with this condition. In the application of this criterion to an individual case, the characteristics of the individual patient shall be determinative.

**Medicare (Original Medicare)** – The Hospital Insurance Plan (Part A) and the supplementary Medical Insurance Plan (Part B) provided under Title XVIII of the Social Security Act, as amended.

**Medicare Eligible** – Those Members who meet eligibility requirements under Title XVIII of the Social Security Act, as amended.

**Member** – The Subscriber or any Dependent who is eligible, enrolled and covered by UnitedHealthcare.

**Mental Disorder** – A mental health condition identified as a “mental health disorder” in the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) that results in clinically significant distress or impairment of mental, emotional or behavioral functioning. Mental Disorders include the Severe Mental Illness of a Person of Any Age and the Serious Emotional Disturbance of a Child As identified in the

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most recent edition of the Diagnostic and Statistical Manual of mental Disorders (DSM).

**Non-Participating Mental Health Providers** -- A psychiatrist, psychologist or other allied behavioral health professional that is licensed, certified or as authorized under California law that has not entered into a written agreement to provide Covered Services to UnitedHealthcare's Members.

**Non-Participating Providers** – A Hospital or other health care entity, a Physician or other health care professional, or a health care vendor that has not entered into a written agreement to provide Covered Services to UnitedHealthcare's Members.

Non-Physician Health Care Practitioners include, but are not limited to: Participating Qualified Autism Service Provider, Participating Qualified Autism Service Professional, Participating Qualified Autism Service Paraprofessional, acupuncturists, optometrists, podiatrists, chiropractors and nurse midwives.

**Partial Hospitalization/ Day Treatment and Intensive Outpatient Treatment** – a structured ambulatory program that may be a free-standing or Hospital-based program and that provides services for at least five (5) hours per day and at least four (4) days per week. Partial hospital programs are used as a step-up from routine or intensive outpatient services, or as a step-down from acute inpatient or residential care. Partial hospital programs can be used to treat mental health conditions or substance-related and addictive disorders, or can specialize in the treatment of co-occurring mental health conditions and substance-related and addictive disorders.

**Participating Hospital** – Any general acute care Hospital licensed by the state of California that has entered into a written agreement with UnitedHealthcare to provide Hospital Services to UnitedHealthcare's Members. Participating Hospitals are independent contractors and are not employees of UnitedHealthcare.

**Participating Medical Group** – An Independent Practice Association (IPA) or medical group of Physicians that has entered into a written agreement with UnitedHealthcare to provide Physician services to UnitedHealthcare's Members. An IPA contracts with independent contractor Physicians who work at different office sites. A medical group employs Physicians who typically all work at one or several physical locations. Participating Medical Groups are independent contractors and are not employees of UnitedHealthcare.

Under certain circumstances, UnitedHealthcare may also serve as the Member's Participating Medical Group. This includes, but is not limited to, when the Member's Primary Care Physician contracts directly with UnitedHealthcare and there is no Participating Medical Group.

**Participating Provider** – A Hospital or other health care entity, a Physician or other health care professional, or a health care vendor who has entered into a written Agreement with the network of Providers from whom the Member is entitled to receive Covered Services. Participating Providers are independent contractors and are not employees of UnitedHealthcare.

**Participating Qualified Autism Service Provider** – either of the following:

- A person, entity, or group that is certified by a national entity, such as the Behavior Analyst Certification Board, that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the person, entity, or group that is nationally certified.
- A person licensed as a Physician, physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech- language pathologist, or audiologist pursuant to Division 2 (commencing with Section 500) of the California Business and Professions Code, or as authorized under California law, who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the licensee.

For a description of coverage of mental health care services for the diagnosis and treatment of Severe Mental Illness (SMI) and Serious Emotional Disturbances of a Child (SED), please refer to the behavioral health supplement to your Combined Evidence of Coverage and Disclosure Form.

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**Participating Qualified Autism Service Professional** – an individual who meets all of the following criteria:

- Provides Behavioral Health Treatment.
- Is employed and supervised by a Participating Qualified Autism Service Provider.
- Provides treatment pursuant to a treatment plan developed and approved by the Participating Qualified Autism Service Provider.
- Is a behavioral service provider approved as a vendor by a California regional center to provide services as an associate behavior analyst, behavior analyst, behavior management assistant, behavior management consultant, or behavior management program as defined in Section 54342 of Title 17 of the California Code of Regulations.
- Has training and experience in providing services for pervasive developmental disorder or autism pursuant to Division 4.5 (commencing with Section 4500) of the California Welfare and Institutions Code or Title 14 (commencing with Section 95000) of the California Government Code or is otherwise authorized under California law.

For a description of coverage of inpatient and outpatient mental health care services for the diagnosis and treatment of Severe Mental Illness (SMI) and Serious Emotional Disturbances of a Child (SED), please refer to the behavioral health supplement to your Combined Evidence of Coverage and Disclosure Form.

**Participating Qualified Autism Service Paraprofessional** - an unlicensed and uncertified individual who as authorized under California law meets all of the following criteria:

- Is employed and supervised by a Participating Qualified Autism Service Provider.
- Provides treatment and implements services pursuant to a treatment plan developed and approved by the Participating Qualified Autism Service Provider.
- Meets the criteria set forth in the regulations adopted pursuant to Section 4686.3 of the California Welfare and Institutions Code.
- Has adequate education, training, and experience, as certified by a Participating Qualified Autism Service Provider.

For a description of coverage of mental health care services for the diagnosis and treatment of Severe Mental Illness (SMI) and Serious Emotional Disturbances of a Child (SED), please refer to the behavioral health supplement to your Combined Evidence of Coverage and Disclosure Form.

**Physician** – Any licensed allopathic or osteopathic Physician.

**Prevailing Rates** – As determined by UnitedHealthcare, the usual, customary and reasonable rates for a particular health care service in the Service Area.

**Primary Care Physician** – A Participating Provider who is a Physician trained in internal medicine, general practice, family practice, pediatrics or obstetrics/gynecology and who has accepted primary responsibility for coordinating a Member's health care services. Primary Care Physicians are independent contractors and are not employees of UnitedHealthcare.

**Primary Residence** – The home or address where the Member actually lives most of the time. A residence will no longer be considered a Primary Residence if: (1) the Member moves without intent to return; (2) the Member is absent from the residence for 90 consecutive days, or (3) the Member is absent from the residence for more than 100 days in any six-month period.

**Primary Workplace** – The Facility or location where the Member works most of the time and to which the Member regularly commutes. If the Member does not regularly commute to one location, then the Member does not have a Primary Workplace.

**Private-Duty Nursing Services** – Private-Duty Nursing Services encompass nursing services for recipients

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who require more individual and continuous care than is available from a visiting nurse or routinely provided by the nursing staff of the Hospital or Skilled Nursing Facility.

**Provider** – A person, group, Facility or other entity that is licensed or otherwise qualified to deliver any of the health care services described in this Combined Evidence of Coverage and Disclosure Form and supplemental benefit materials.

**Prudent Layperson** – A person without medical training who reasonably draws on practical experience when making a decision regarding whether Emergency Services are needed.

**Psychiatric Emergency Medical Condition** – Means a mental disorder where there are acute symptoms of sufficient severity to render either an immediate danger to yourself or others, or you are immediately unable to provide for use, food, shelter or clothing due to the mental disorder.

**Psychological Testing** – Psychological Testing includes the administration, interpretation and scoring of tests such as WAIS-R, Rorschach, MMPI and other medically accepted tests for evaluation of intellectual strengths, psychopathology, psychodynamics, mental health risks, insight, motivation and other factors influencing treatment and prognosis.

**Regional Organ Procurement Agency** is an organization designated by the federal government and responsible for procurement of organs for transplantation and the promotion of organ donation.

**Registered Domestic Partner** – A domestic partner is a person who meets the eligibility requirements, as defined by the County of Los Angeles, and the following:

- Are at least 18 years of age, unmarried or not a member of another domestic partnership and not a blood relative close enough to bar marriage in the state of California. An exception is provided to Subscribers and/or Dependents less than 18 years of age who have, in accordance with California law, obtained:
  - Written consent from the underage person’s parents or legal guardian and a court order granting permission to the underage person to establish a domestic partnership.
  - A court order establishing a domestic partnership if the underage person does not have a parent or legal guardian or a parent or legal guardian capable of consenting to the domestic partnership.
- Live in a mutually exclusive relationship in which they are jointly responsible for each other’s welfare and financial obligations;
- Live in the same principal residence and intend to do so indefinitely;
- Capable of consenting to the domestic partnership; and
- Are in a domestic partnership in accordance with the policies and procedures established by the County of Los Angeles and as accepted by the County of Los Angeles as an eligible Dependent.

**Rehabilitation Services** – The individual or combined and coordinated use of medical, physical, occupational and speech therapy for developing or retraining to the maximum extent practical the functioning of individuals disabled by illness, including Severe Mental Illness and Serious Emotional Disturbance of a Child, or injury.

**Schedule of Benefits** – An important part of your Combined Evidence of Coverage and Disclosure Form that provides benefit information specific to your Health Plan, including Copayment information.

**Serious Emotional Disturbances of a Child** – A Serious Emotional Disturbance (SED) of a Child is defined as a child who:

- (i) Has one or more mental disorders as identified in the *Diagnostic and Statistical Manual (DSM-IV)*, other than a primary substance-related and addictive disorder that results in behavior inappropriate to the child’s age according to expected developmental norms and who is
- (ii) Under the age of 18 years old; and

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(iii) Meets one or more of the following criteria:

- As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning; family relationships or ability to function in the community; and either of the following occur:
  - the child is at risk of removal from home or has already been removed from the home;
  - the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment; or
- The child displays one of the following: psychotic features, risk of suicide or risk or violence due to a mental disorder; or
- The child meets special education eligibility requirement under Chapter 26.5 commencing with Section 7570 of Division 7 of Title 1 of the California Government Code.

**Severe Mental Illness** – Severe Mental Illness (SMI) includes the diagnosis and Medically Necessary treatment of the following conditions:

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

**Service Area** – A geographic region in the state of California where UnitedHealthcare is authorized by the California Department of Managed Health Care to provide Covered Services to Members.

**Skilled Nursing Care** – The care provided directly by or under the direct supervision of licensed nursing personnel, including the supportive care of a Home Health Aide.

**Skilled Nursing Facility** – A comprehensive free-standing rehabilitation Facility or a specially designed unit within a Hospital licensed by the state of California to provide Skilled Nursing Care.

**Skilled Rehabilitation Care** – The care provided directly by or under the direct supervision of licensed nursing personnel or a licensed physical, occupational or speech therapist.

**Specialist** – a Physician who has a majority of his or her practice in areas other than general pediatrics, internal medicine, obstetrics/gynecology, family practice or general medicine. Specialists include physicians with a specialty as follows: allergy, anesthesiology, dermatology, cardiology and other internal medicine specialist, neonatology, neurology, oncology, ophthalmology, orthopedics, pathology, psychiatry, radiology, any surgical specialty, otolaryngology, urology, and other designated as appropriate.

**Subacute and Transitional Care** – Care provided to a Member as an inpatient of a Skilled Nursing Facility that is more intensive than is provided to the majority of the patients in a Skilled Nursing Facility.

**Subcutaneous** – Injection under the skin.

**Subscriber** – The individual enrolled in the Health Plan for whom the appropriate Health Plan Premiums have been received by UnitedHealthcare and whose employment or other status, except for family dependency, is the basis for enrollment eligibility.

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**Substance-Related and Addictive Disorder** – An addictive relationship between a Member and any drug, alcohol or chemical substance. Substance-Related and Addictive Disorder does not include addiction to or dependency on (1) tobacco in any form or (2) food substances in any form.

**Substance-Related and Addictive Disorder Inpatient Treatment Program** - A structured medical and behavioral inpatient program aimed at the treatment and alleviation of Substance-Related and Addictive Disorder.

**Telehealth** – The mode of delivering Covered Services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient’s health care while the patient is at the originating site and the licensed health care provider is at a distant site. Telehealth facilitates patient self-management and caregiver support for patients and includes synchronous interactions and asynchronous store and forward transfers.

In applying the above definition, “asynchronous store and forward,” “distant site,” “originating site,” and “synchronous interaction” shall have the following meanings:

- Asynchronous store and forward means the transmission of a patient’s medical information from an originating site to the licensed health care provider at a distant site without the presence of the patient.
- Distant site means a site where a licensed health care provider who provides Covered Services is located while providing these services via a telecommunications system.
- Originating site means a site where a patient is located at the time Covered Services are provided via a telecommunications system or where the asynchronous store and forward service originates.
- Synchronous interaction means a real-time interaction between a patient and a licensed health care provider located at a distant site.

**Totally Disabled or Total Disability** – For Subscribers, the persistent inability to reliably engage in any substantially gainful activity by reason of any medically determinable physical or mental impairment resulting from an injury or illness. For Dependents, Totally Disabled is the persistent inability to perform activities essential to the daily living of a person of the same age and sex by reason of any medically determinable physical or mental impairment resulting from an injury or illness. Determination of Total Disability will be made by a Participating Medical Group Physician on the basis of a medical examination of the Member and upon concurrence by UnitedHealthcare’s Medical Director.

**UnitedHealthcare-Designated Pharmacy** – UnitedHealthcare participating pharmacy designated to dispense injectable medications. A UnitedHealthcare-Designated Pharmacy may include Prescription Solutions® Mail Service Pharmacy or alternative specialty injectable vendor as determined by UnitedHealthcare.

**Urgently Needed Services** – Covered Services that are provided when the Member’s Participating Medical Group is temporarily unavailable or inaccessible. This includes when the Member is temporarily absent from the geographic area served by their Participating Medical Group. These services must be Medically Necessary and cannot be delayed because of an unforeseen illness, injury or condition.

**Usual and Customary Charges (U&C)** means charges for medical services or supplies for which UnitedHealthcare is legally liable and which do not exceed the average charged rate charged for the same or similar services or supplies in the geographic region where the services or supplies are received. Usual and Customary Charges are determined by referencing the 80th percentile of the most current survey published by Medical Data Research (MDR) for such services or supplies. The MDR survey is a product of Ingenix, Inc., formerly known as Medicode.

**Utilization Review Committee** – A committee used by UnitedHealthcare or a Participating Medical Group to promote the efficient use of resources and maintain the quality of health care. If necessary, this committee will review and determine whether particular services are Covered Services.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

**Vocational Rehabilitation** – The process of facilitating an individual in the choice of or return to a suitable vocation, when necessary, assisting the patient to obtain training for such a vocation. Vocational Rehabilitation can also mean preparing an individual regardless of age, status (whether U.S. citizen or immigrant), or physical condition to cope emotionally, psychologically, and physically with changing circumstances in life, including remaining at school or returning to school, work or work equivalent (homemaker).

## SECTION 11. MEMBER/ENROLLEE RIGHTS AND RESPONSIBILITIES

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As a Member/Enrollee you have the right to receive information about, and make recommendations regarding, your rights and responsibilities.

You Have the Right to:

- Be treated with respect and dignity by UnitedHealthcare personnel, network physicians and other health care professionals.
- Privacy and confidentiality for treatments, tests and procedures you receive.
- Voice concerns about the service and care you receive.
- Register complaints and appeals concerning your health plan or the care provided to you.
- Receive timely responses to your concerns.
- Participate in a candid discussion with your physician about appropriate and medically necessary treatment options for your conditions, regardless of cost or benefit coverage.
- Be provided with access to physicians, health care professionals and other health care facilities.
- Participate with your physician and other health care professionals in decisions about your care.
- Receive and make recommendations regarding the organization's member's rights and responsibilities policies.
- Receive information about UnitedHealthcare, our services, network physicians and other health care professionals.
- Be informed of, and refuse to participate in, any experimental treatment.
- Have coverage decisions and claims processed according to regulatory standards, when applicable.
- Choose an Advance Directive to designate the kind of care you wish to receive should you be unable to express your wishes

Your Responsibilities Are to:

- Know and confirm your benefits before receiving treatment.
- Contact an appropriate health care professional when you have a medical need or concern.
- Show your member ID card before receiving health care services.
- Pay any necessary Copayment at the time you receive treatment.
- Use emergency room services only for injury or illness that, in the judgment of a reasonable person, requires immediate treatment to avoid jeopardy to life or health.
- Keep scheduled appointments.
- Provide information needed for your care.
- Follow agreed-upon instructions and guidelines of physicians and health care professionals.
- Participate in understanding your health problems and developing mutually agreed-upon treatment goals.
- Notify your employer's human resource department of changes in your address or family status.
- Access our website at **www.myuhc.com** or call Customer Care at the phone number on the back of your member ID card when you have a question about your eligibility, benefits, claims and more.
- Access our website at **www.myuhc.com** or call Customer Care at the phone number on the back of your member ID card to verify that your physician or health care professional is participating in the UnitedHealthcare network before receiving services.

If you have questions or concerns about your rights, please call Customer Service at the phone number listed on the back of your membership card. If you need help with communication, such as help from a language interpreter, Customer Service representatives can assist you.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

NOTE: THIS COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM PROVIDES A DESCRIPTION OF THE BENEFITS AVAILABLE TO YOU UNDER YOUR UNITEDHEALTHCARE HEALTH PLAN. THE AGREEMENT BETWEEN UNITEDHEALTHCARE AND YOUR EMPLOYER CONTAINS ADDITIONAL TERMS SUCH AS PREMIUMS, LENGTH OF CONTRACT, AND GROUP TERMINATION. A COPY OF THE GROUP AGREEMENT WILL BE FURNISHED UPON REQUEST AND IS AVAILABLE AT UNITEDHEALTHCARE AND YOUR EMPLOYER GROUP'S PERSONNEL OFFICE.

## **Part B – Basic Infertility Supplement**

### **Supplement to the Combined Evidence of Coverage and Disclosure Form**

This brochure contains important information for our Members about the UnitedHealthcare Infertility Basic Diagnosis and Treatment supplemental benefit. As a Member you shall be entitled to receive basic diagnostic services and treatment for Infertility as described in this brochure. You will find important definitions in the back of this document regarding your Infertility supplemental benefit.

#### **Benefits**

UnitedHealthcare's Basic Infertility Services must be Medically Necessary and consistent with accepted standards of care for the diagnosis and treatment of Infertility. Services must be authorized and directed by the Participating Medical Group and benefits are subject to the exclusions and limitations stated below:

#### **Diagnosis of Infertility**

- a. Complete medical history.
- b. General medical examinations. Examples include, but are not limited to:
  - Pelvic exam.
  - Routine laboratory investigation for hormonal disturbances (e.g., FSH, LH, prolactin).
  - Cultures for infectious agents.
  - Serum progesterone determination.
  - Laparoscopy.
  - Hysterosalpingogram.

Semen analysis up to three (3) times following five (5) days of abstinence.

- (Huhner's Test or Post Coital Examinations.)
- Laboratory studies (e.g., FSH, LH, prolactin, serum testosterone).
- Testicular biopsy when Member has demonstrated azoospermia.
- Scrotal ultrasound, when appropriate for azoospermia.
- Electrical Assistance for Recovery of Sperm (EARS), when medically indicated, as when the Member is a paraplegic or quadriplegic, as approved by UnitedHealthcare's Medical Director or designee.
- HIV, Hepatitis B surface antibody, Hepatitis C antibody, HTLV-1 and syphilis testing of male partner prior to artificial insemination.

#### **Treatment of Infertility**

- a. Insemination Procedures are limited to 6 (six) procedures, per lifetime, unless the Member conceives, in which case the benefit renews.
- b. Clomid used during the covered periods of Infertility is covered as part of this supplemental benefit and is not a covered pharmaceutical through UnitedHealthcare's supplemental pharmacy coverage.
- c. Injectable medications and syringes for the treatment of Infertility are covered as part of this supplemental Infertility Benefit and are not a covered pharmaceutical through UnitedHealthcare's supplemental pharmacy coverage. Examples include:
  - Pergonal
  - Profasi
  - Metrodin

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

- Urofollitropin
- Coverage for other injectable drugs not listed above will be reviewed based on Medical Necessity for the specific Member, and FDA recommendations, including off-label use for the drug requested.

## Coverage

All benefits, including Physician services, procedures, diagnostic services or medications are covered at 50 percent of cost Copayment (based upon UnitedHealthcare's contractual rate for the services provided with the Infertility Provider(s)).

## Exclusions

Services not authorized and directed by the Participating Medical Group.

- Medication for the treatment of sexual dysfunction, including erectile dysfunction, impotence, anorgasm, or hyporgasm.
- Infertility service after a previous elective vasectomy or tubal ligation, whether or not a reversal has been attempted or completed.
- Reversal of a previous elective vasectomy or tubal ligation.
- All medical and hospital Infertility services and supplies for a Member whose fertility is impaired due to an elective sterilization. This includes any supplies, medications, services and/or procedures used for an excluded benefit, e.g., GIFT, ZIFT or IVF.
- Further Infertility treatment when either or both partners are unable due to an identified exclusion in this supplemental benefit or unwilling to participate in the treatment plan prescribed by the Infertility Physician.
- Treatment of sterility in which a donor ovum would be necessary (e.g., post-menopausal syndrome).
- Insemination with semen from a partner with an infectious disease which, pursuant to guidelines of the Society of Artificial Reproductive Technology, has a high risk of being transmitted to the partner and/or infecting any resulting fetus. This exclusion would not prohibit the Member's purchase of donor sperm or from obtaining a donor with appropriate testing, at the Member's expense, to receive the eligible Infertility benefits.
- Microdissection of the zona or sperm microinjection.
- Experimental and/or Investigational diagnostic studies or procedures, as determined by UnitedHealthcare's Medical Director or Designee.
- Advanced Infertility procedures, as well as In Vitro Fertilization (IVF), Gamete Intrafallopian Transfer (GIFT) and Zygote Intrafallopian Transfer (ZIFT) and procedures performed in conjunction with advanced Infertility procedures, IVF, GIFT and ZIFT.
- Infertility services for non-Members (e.g., surrogate mothers who are not UnitedHealthcare Members).
- Maternity care and services for non-Members.
- Intravenous Gamma Globulin (IVIG).
- Any costs associated with the collection, preparation, storage of, or donor fees for the use of donor sperm that may be used during a course of artificial insemination. This includes HIV testing of donor sperm when Infertility exists; e.g., use of another relative's sperm.
- Artificial insemination procedures in excess of 6 (six), when a viable infant has not been born as a result of Infertility treatment(s) or unless the Member conceives. The benefit will renew if the Member conceives.
- Ovum transplants, ovum or ovum bank charges.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## Definitions

1. Infertility is defined as either:
  - a. The presence of a demonstrated medical condition recognized by a licensed Physician or surgeon as a cause of Infertility; or
  - b. The inability to conceive a pregnancy or to carry a pregnancy to a live birth after a year or more of regular sexual relations without contraception.
2. Basic Infertility Services are the reasonable and necessary services associated with the diagnosis and treatment as disclosed in this document, unless the UnitedHealthcare Medical Director or Designee determines that:
  - a. Continued treatment has no reasonable chance of producing a viable pregnancy; or
  - b. Advanced Reproductive Therapy services are necessary, which are excluded under this supplemental benefit.
  - c. The Member has received the lifetime benefit maximum of six artificial insemination procedure; cumulatively under one or more UnitedHealthcare Health Plans has occurred.
3. Advanced Reproductive Therapy, as excluded under this Basic Infertility Services benefit, are:
  - a. In Vitro Fertilization (IVF). A highly sophisticated Infertility treatment that involves obtaining mature eggs (oocytes) by surgical or nonsurgical procedures and combining the eggs and sperm in a laboratory setting. If fertilization and cell division occur, the resulting embryo(s) are transferred to the uterine cavity where implantation and pregnancy may occur.
  - b. Gamete Intrafallopian Transfer (GIFT). An Infertility treatment that involves obtaining eggs (through medical and surgical procedures) and sperm, loading the eggs and sperm into a catheter, then emptying the contents of the catheter into the fallopian tube. The intent of this procedure is to have fertilization occur in the fallopian tubes as it would in a fertile woman.
  - c. Zygote Intrafallopian Transfer (ZIFT). An Infertility treatment that involves obtaining mature eggs (oocytes) by surgical or nonsurgical procedures and combining the eggs and sperm in a laboratory setting. The fertilized oocytes, or zygotes, are transferred to the fallopian tube before cell division occurs. The intent of this procedure is to have the zygote travel to the uterus via the fallopian tube.
4. Lifetime benefit maximum is individually cumulative for the Member over one or more UnitedHealthcare plans. Any Member who terminates from a UnitedHealthcare Health Plan with a lifetime benefit maximum, and subsequently re-enrolls in another UnitedHealthcare Plan with a lifetime benefit maximum, will carry over any previous benefit utilization calculated by his or her previous UnitedHealthcare benefit coverage into the new UnitedHealthcare Benefit plan. In the event the Member has exhausted the lifetime benefit maximum on the previous UnitedHealthcare Health Plan, the Member is no longer eligible for any further benefits.

THE MEDICAL AND HOSPITAL GROUP SUBSCRIBER AGREEMENT AND THE UNITEDHEALTHCARE OF CALIFORNIA COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM; THE SCHEDULE OF BENEFITS AND ANY ADDITIONAL BENEFIT MATERIALS MUST BE CONSULTED TO DETERMINE THE EXACT TERMS AND CONDITIONS OF COVERAGE. A SPECIMEN COPY OF THE CONTRACT WILL BE FURNISHED UPON REQUEST AND IS AVAILABLE AT THE UNITEDHEALTHCARE OFFICE AND THE COUNTY OF LOS ANGELES. UNITEDHEALTHCARE'S MOST RECENT AUDITED FINANCIAL INFORMATION IS ALSO AVAILABLE UPON REQUEST.

Questions about your benefits? Call the Customer Service Department at 1-800-367-2660 or 711 (TTY)

## **PART C – How Your Behavioral Health Works**

### **WELCOME TO U.S. BEHAVIORAL HEALTH PLAN, CALIFORNIA**

**THIS IS A SUPPLEMENT TO THE UNITEDHEALTHCARE OF CALIFORNIA MEDICAL COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM.**

Note: U.S. Behavioral Health Plan, California is the formal legal name of the entity providing your Behavioral Health Care benefits. It operates using the brand name OptumHealth Behavioral Solutions of California. If you see documents labeled or referencing OptumHealth Behavioral Solutions of California, those refer to U.S. Behavioral Health Plan, California.

Your UnitedHealthcare of California Medical Plan includes Mental Disorder and Substance Related and Addictive Disorder coverage through U.S. Behavioral Health Plan, California (USBHPC). This coverage includes the treatment of Severe Mental Illness (SMI) for adults and children and treatment for children with Serious Emotional Disturbance (SED). As a USBHPC Member, you and your eligible Dependent always have direct, around-the-clock access to behavioral health benefits. You do not need to go through a Primary Care Physician (PCP) to access your behavioral health benefits, and all services are completely confidential.

This Combined Evidence of Coverage and Disclosure Form will help you become more familiar with your Behavioral Health Care benefits. This Combined Evidence of Coverage and Disclosure Form should be used in conjunction with your UnitedHealthcare of California Combined Evidence of Coverage and Disclosure Form. It is a legal document that explains your Behavioral Health Plan and should answer many important questions about your benefits. Many of the words and terms are capitalized because they have special meanings. To better understand these terms, please see Part C, Section 7. Definitions.

Whether you are the Subscriber of this coverage or enrolled as a Family Member, your Combined Evidence of Coverage and Disclosure Form is a key to making the most of your membership, and it should be read completely and carefully. All applicants have a right to view this document prior to enrollment. Individuals with special behavioral health needs should carefully read those sections that apply to them.

#### **What else should I read to understand my benefits?**

Along with this Combined Evidence of Coverage and Disclosure Form, be sure to review your USBHPC Schedule of Benefits in this Combined Evidence of Coverage and Disclosure Form and your UnitedHealthcare of California Medical Schedule of Benefits for details of your particular Behavioral Health Plan, including any Copayments or coinsurance that you may have to pay when accessing Behavioral Health Services. Together, these documents explain your coverage.

#### **What if I still need help?**

After you become familiar with your behavioral health benefits, you may still need assistance. Please do not hesitate to call our Customer Service Department at 1-800-999-9585 or for the hearing and speech-impaired dial 711 and at the operator's request, say or enter "1-800-999-9585."

You may write to USBHPC at the following address:

U.S Behavioral Health Plan, California  
P.O. Box 30512  
Salt Lake City, UT 84130-0512

Or visit USBHPC's website: **[www.liveandworkwell.com](http://www.liveandworkwell.com)**

Questions? Visit USBHPC at **[www.liveandworkwell.com](http://www.liveandworkwell.com)** or

Call the USBHPC Customer Service Department at 1-800-999-9585.



## SECTION 1. UNDERSTANDING BEHAVIORAL HEALTH: YOUR BENEFITS

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- **What are Behavioral Health Services?**
- **What is a Severe Mental Illness?**
- **What is the Serious Emotional Disturbance of a Child?**
- **What does USBHPC do?**

This Section helps you understand what behavioral health services are and provides a general understanding of some of the services U.S. Behavioral Health Plan, California (USBHPC) provides.

### What are Behavioral Health Services?

Behavioral Health Services are those services provided or arranged by USBHPC for the Medically Necessary treatment of:

- Mental Disorders, including treatment for the Severe Mental Illness of an adult or child and/or the Serious Emotional Disturbance of a Child, and/or
- Alcohol and drug problems, also known as Substance Related and Addictive Disorder, substance use, substance abuse or chemical dependency.

### What is a Severe Mental Illness?

A Severe Mental Illness (SMI) includes the diagnosis and treatment of the following conditions:

- Anorexia Nervosa
- Bipolar Disorder (manic-depressive illness)
- Bulimia Nervosa
- Major Depressive Disorder
- Obsessive-Compulsive Disorder
- Panic Disorder
- Pervasive Developmental Disorder or, autism, including Autistic Disorder, Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified, including Atypical Autism
- Schizoaffective Disorder
- Schizophrenia

### What is a Serious Emotional Disturbance of a Child?

- A Serious Emotional Disturbance (SED) of a Child means a condition identified as a Mental Disorder in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), other than a primary substance related and addictive disorder or developmental disorder that results in behavior inappropriate to the child's age according to expected developmental norms if the child is under the age of eighteen (18) and also meets at least one of the following three criteria:
  - a. As a result of the Mental Disorder, (1) the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and (2) either:
    - i. the child is at risk of removal from home or has already been removed from the home, or

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

- ii. the Mental Disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment,
- b. The child displays psychotic features, or risk of suicide or violence due to a Mental Disorder; or
- c. The child meets the special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the California Government Code.

### **What does U.S. Behavioral Health Plan, California do?**

USBHPC arranges for the provision of Behavioral Health Services to our Members.

- You have direct 24-hour phone access to our services.
- Your Medically Necessary Behavioral Health Services are coordinated and paid for as provided under your Behavioral Health Plan, so long as you use USBHPC Participating Providers.
- You may be responsible for payment of some Copayments or Coinsurance amounts, as set forth in the attached Schedule of Benefits.

All services covered under this Behavioral Health Plan will be provided by a USBHPC Participating Provider, except in the case of an Emergency. All Inpatient services must be preauthorized by USBHPC, except in the event of an Emergency. The following Outpatient treatments must be preauthorized by USBHPC, except in the event of an Emergency: Intensive Outpatient Program Treatment, Outpatient Electro-Convulsive Treatment, Outpatient Treatment extended beyond 45 minutes, and Psychological Testing. If you have questions about your benefits, simply call the USBHPC Customer Service Department at 1-800-999-9585 at any time. Our staff is always there to assist you, 24 hours a day, with understanding your benefits, authorizing services, helping you select a Provider, or anything else related to your USBHPC Behavioral Health Plan.

Your USBHPC Behavioral Health Plan provides coverage for the Medically Necessary treatment of Mental Disorders and Substance Related and Addictive Disorder on both an inpatient and outpatient basis. Details concerning your behavioral health benefits can be found in your Schedule of Benefits and in Part C, Section 4 of this Combined Evidence of Coverage and Disclosure Form.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the USBHPC Customer Service Department at 1-800-999-9585.

## SECTION 2. GETTING STARTED: YOUR PARTICIPATING PROVIDER

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- **Do I need a referral?**
- **How do I access Behavioral Health Services?**
- **Choice of Physicians and Providers**
- **Continuity of Care**

This Section explains how to obtain USBHPC Behavioral Health Services and the role of USBHPC's Participating Providers.

### **Do I need a referral from my Primary Care Physician to get Behavioral Health Services?**

No. You can visit the USBHPC website at [www.liveandworkwell.com](http://www.liveandworkwell.com) to find a Participating Provider or call USBHPC directly to obtain Behavioral Health Services. If you would like us to, we will help coordinate the care you receive from your USBHPC Participating Provider and the services provided by your Primary Care Physician (PCP). This may be very important when you have both medical and behavioral health conditions. USBHPC will obtain the appropriate consents before information is released to your PCP. You may call USBHPC Customer Service at any time to start this process.

### **How do I access Behavioral Health Services?**

#### Step 1

To access Behavioral Health Services, you should contact USBHPC first, except in an Emergency. You may either visit USBHPC's website at [www.liveandworkwell.com](http://www.liveandworkwell.com) to find a Participating Provider or call USBHPC Customer Service at 1-800-999-9585. When you call USBHPC Customer Service, a USBHPC staff member will make sure you are an eligible Member of the USBHPC Behavioral Health Plan and answer any questions you may have about your benefits. The USBHPC staff member will conduct a brief telephone screening by asking you questions, such as:

- What are the problems or symptoms you are having?
- Are you already seeing a Provider?
- What kind of Provider do you prefer?

You will then be given the name and telephone number of one or more USBHPC Participating Providers near your home or work that meets your needs.

#### Step 2

You call the USBHPC Participating Provider's office to make an appointment. If your request for services is non-urgent, the Participating provider is expected to offer you an appointment within ten (10) working days.

#### Step 3

You do not need prior approval for routine outpatient services. However, all inpatient services must be pre-authorized. Also, certain non-routine outpatient services<sup>3</sup> that you receive from your USBHPC Participating Provider may need preauthorization from USBHPC, except in the event of an Emergency. Non-routine outpatient services are: Intensive Outpatient Program Treatment; Outpatient Electro-Convulsive Treatment; Outpatient Treatment extended beyond 45 minutes; and Psychological Testing. After your first Visit, your USBHPC Participating Provider will get any necessary approval from USBHPC before you receive these services.

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Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the USBHPC Customer Service Department at 1-800-999-9585.

## **Choice of Physicians and Providers**

USBHPC's Participating Providers include hospitals, group practices, and licensed behavioral health professionals, which include psychiatrists, psychologists, social workers, and marriage and family therapists. All Participating Providers are carefully screened and must meet strict USBHPC licensing and program standards.

Call the USBHPC Customer Service Department for:

- Information on USBHPC Participating Providers,
- Provider office hours,
- Background information such as their areas of specialization,
- A copy of our Provider Directory.

## **Facilities**

Along with listing our Participating Providers, your USBHPC Participating Provider Directory has detailed information about our Participating Providers. This includes a QUALITY INDEX<sup>®</sup> for helping you become familiar with our Participating Providers. If you need a copy or would like assistance picking your Participating Provider, please call our Customer Service Department. You can also find an online version of the USBHPC Participating Provider Directory at [www.liveandworkwell.com](http://www.liveandworkwell.com).

## **What if I want to change my Participating Provider?**

Simply call the USBHPC Customer Service toll-free number at 1-800-999-9585 to select another USBHPC Participating Provider.

## **If I see a Provider who is not part of USBHPC's Provider Network, will it cost me more?**

Yes. If you are enrolled in this USBHPC Behavioral Health Plan and choose to see a Provider who is not part of the USBHPC network, the services will be excluded, and you will have to pay for the entire cost of the treatment (except in an Emergency) with no reimbursement from USBHPC.

## **Can I call USBHPC in the evening or on weekends?**

Yes. If you need services after normal business hours, please call USBHPC's Customer Service Department at 1-800-999-9585. For the hearing- and speech-impaired, dial 711 and at the operator's request, say or enter "1-800-999-9585." A staff member is always there to help.

## **Continuity of Care with a Terminated Provider**

In the event your Participating Provider is no longer a part of the USBHPC Provider network for reasons other than breach of contract, a medical disciplinary cause, fraud or other criminal activity, you may be eligible to continue receiving care from that Provider to ensure a smooth transition to a new Participating Provider and to complete a course of treatment with the same terminated Provider.

For a Member to continue receiving care from a terminated Provider, the following conditions must be met:

1. Continuity of Care services from a terminated Provider must be preauthorized by USBHPC;
2. The requested treatment must be a Covered Service under this Plan;
3. The terminated Provider must agree in writing to be subject to the same contractual terms and conditions that were imposed upon the Provider prior to termination, including but not limited to, credentialing, hospital privileging, utilization review, peer review and quality assurance requirements, notwithstanding the provisions outlined in the Provider contract related to Continuity of Care;

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

4. The terminated Provider must agree in writing to be compensated at rates and methods of payment similar to those used by USBHPC for current Participating Providers providing similar services who are practicing in the same or a similar geographic area as the terminated Provider.

Covered Services for the Continuity of Care Condition under treatment by the Terminated or Non-Participating Mental Health Provider will be considered complete, when:

- i. the Member's Continuity of Care Condition under treatment is medically stable, and
- ii. there are no clinical contraindications that would prevent a medically safe transfer to a Participating Mental Health Provider as determined by a USBHPC Medical Director (or designee) in consultation with the Member, the Terminated Mental Health Provider and, as applicable, the Member's receiving Participating Provider.

All Continuity of Care requests will be reviewed on a case-by-case basis. Reasonable consideration will be given to the severity of the Member's condition and the potential clinical effect of a change in Provider regarding the Member's treatment and outcome of the condition under treatment.

If you are receiving treatment for any of the specified Continuity of Care Conditions as limited and described in Part C, Section 7. Definitions, and believe you qualify for continued care with the terminating Provider, please call the Customer Service Department and request the form "Request for Continuity of Care." Complete and return the form to USBHPC as soon as possible, but within thirty (30) calendar days of the Provider effective date of termination.

If you have any questions about this provision or would like a copy of our Continuity of Care Policy, you may call our Customer Service Department.

### **Continuity of Care for New Members**

Under certain circumstances, new Members of USBHPC may be able to temporarily continue receiving services from a Non-Participating Provider. This short-term transition assistance may be available for a new Member who:

1. Did not have the option to continue with his or her previous behavioral health plan at time of enrollment;
2. Had no other behavioral health plan choice other than through USBHPC;
3. Is under treatment by a Non-Participating Provider at the time of enrollment for an acute or serious chronic mental health condition;
4. Is receiving treatment that is a benefit under this USBHPC Benefit Plan; and
5. Was not offered a plan with an out-of-network option.
6. The Member must be new to USBHPC as a result of the Members' Employer Group changing health plans.

Behavioral Health Services provided by a Non-Participating Provider may be covered by USBHPC for the purpose of safely transitioning you or your Dependent to a USBHPC Participating Provider. If the Behavioral Health Services are Preauthorized by USBHPC, USBHPC may cover such services to the extent they would be covered if provided by a USBHPC Participating Provider under the USBHPC Behavioral Health Plan. This means that you will only be responsible for your Copayment or coinsurance listed on the Schedule of Benefits. The Non-Participating Provider must agree in writing to the same contractual terms and conditions that are imposed upon USBHPC Participating Providers, including reimbursement methodologies and rates of payment.

These Continuity of Care services, except for Emergency Services, must be approved by USBHPC. If you would like to request continuing treatment from a Non-Participating Provider, call the USBHPC Customer

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

Service Department within 30 days of your effective with USBHPC. If you have any questions or would like a copy of USBHPC's Continuity-of-Care policy, call or write the USBHPC Customer Service Department.

### **Outpatient Treatment**

For outpatient treatment, USBHPC will authorize an appropriate number of Visits for you to continue treatment with the existing Non-Participating Provider in order to transition you safely to a USBHPC Participating Provider.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the USBHPC Customer Service Department at 1-800-999-9585.

## SECTION 3. EMERGENCY SERVICES AND URGENTLY NEEDED SERVICES

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- **What is an Emergency?**
- **What are Psychiatric Emergency Services?**
- **What to Do When You Require Psychiatric Emergency Services**
- **What to Do When You Require Urgently Needed Services**
- **Continuing or Follow-up of Emergency Treatment**
- **If I am out-of-state or traveling, am I still covered?**

Worldwide, wherever you are, USBHPC provides coverage for Emergency Services and Urgently Needed Services. This section will explain how to obtain Emergency Services and Urgently Needed Services. It will also explain what you should do following receipt of these services.

### IMPORTANT!

If you believe you are experiencing an Emergency condition, call 911 or go directly to the nearest hospital emergency room or other facility for treatment.

### What is an Emergency?

An Emergency is defined as a condition manifesting itself by acute symptoms of sufficient severity such that the absence of immediate Behavioral Health Services could reasonably be expected by the Member to result in any of the following:

- Immediate harm to self or others;
- Placing your health in serious jeopardy;
- Serious impairment of your functioning; or
- Serious dysfunction of any bodily organ or part.

A situation will be considered an Emergency if you or your Dependent are experiencing a situation which requires the immediate provision of Behavioral Health Services such that a delay caused by seeking treatment from a USBHPC Participating Provider would result in a serious deterioration to your mental health.

### What are Psychiatric Emergency Services?

Psychiatric Emergency Services are Medically Necessary ambulance or ambulance transport services provided through the 911 Emergency response system. It includes the medical screening, examination and evaluation by a Physician, or other licensed personnel – to the extent provided by law – to determine if a Psychiatric Emergency exists. If a Psychiatric Emergency condition exists, Psychiatric Emergency Services include the care and treatment by a Physician necessary to stabilize or eliminate the Emergency condition within the capabilities of the facility.

### What to Do When You Require Psychiatric Emergency Services

Step 1: In an Emergency, get help or treatment immediately.

This means you should call 911 or go directly to the nearest medical facility for treatment.

Step 2: Then, within 48 hours of your Emergency, or as soon as is reasonably possible after your condition is stable, you, or someone acting on your behalf, must call USBHPC at 1-800-999-9585.

This is important.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

Psychiatric Emergency Services are covered only as long as the condition continues to be an Emergency. Once the condition is under control and you can be safely transferred or discharged, additional charges incurred through the Emergency care facility will not be covered.

Step 3: USBHPC will arrange follow-up services for your condition after an Emergency. USBHPC may move you to a Participating Provider in our network, as long as the move would not harm your health.

It is appropriate for you to use the 911 Emergency response system, or alternative Emergency system in your area, for assistance in an Emergency situation when ambulance transport services are required and you reasonably believe that your condition is immediate, serious and requires Emergency transport services to take you to the appropriate facility.

## **What to Do When You Require Urgently Needed Services**

### **In-Area Urgently Needed Services**

If you need Urgently Needed Services when you are in the geographic area served by your Participating Provider, you should contact your Participating Provider. If you are calling during non-business hours and your Participating Provider is not immediately available, call USBHPC Customer Service Department for assistance in finding a Provider near your area. If your Participating Provider or USBHPC is temporarily unavailable or inaccessible, you should seek Urgently Needed Services from a licensed behavioral health professional wherever you are located.

### **Out-of-Area Urgently Needed Services**

Urgently Needed Services are required in situations where a Member is temporarily outside the geographic area served by the Member's Participating Provider and the Member experiences a mental condition that, while less serious than an Emergency, could result in the serious deterioration of the Member's mental health if not treated before the Member returns to the geographic area serviced by his or her Participating Provider.

When you are temporarily outside the geographic area served by your Participating Provider, and you believe that you require Urgently Needed Services, you should, if possible, call (or have someone else call on your behalf) your Participating Provider. If you are calling during nonbusiness hours and your Provider is not immediately available, call USBHPC Customer Service Department for assistance in finding a provider near your area. If your Participating Provider or USBHPC is temporarily unavailable or inaccessible, you should seek Urgently Needed Services from a licensed behavioral health professional wherever you are located.

You, or someone else on your behalf, must notify USBHPC or your Participating Provider within 24 hours, or as soon as reasonably possible, after the initial receipt of Urgently Needed Services.

It is very important that you follow the steps outlined above. If you do not, you may be financially responsible for services received.

### **Continuing or Follow-up of Emergency Treatment or Urgently Needed Services**

If you require Behavioral Health Services following an Emergency or Urgently Needed Services and you desire that these services be covered, the Behavioral Health Services must be coordinated and authorized by USBHPC. In addition, if a transfer does not create an unreasonable risk to your health, USBHPC may require that you transfer to a USBHPC Participating Provider designated by USBHPC for any treatment following the Emergency or Urgently Needed Services.

Failure to transfer or to obtain approval from USBHPC for continued treatment may result in all further treatment being denied if the services were not Medically Necessary or did not meet the Emergency or Urgently Needed Services criteria outlined in this document.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the USBHPC Customer Service Department at 1-800-999-9585.



### **If I am out-of-state or traveling, am I still covered?**

Yes, but only in an Emergency or Urgent situation. If you think you are experiencing an Emergency or require Urgently Needed Services, get treatment immediately. Then, as soon as reasonably possible, call USBHPC Customer Service Department to ensure your Emergency Treatment or Urgently Needed Services are covered. This is important.

If you are traveling outside of the United States, you can reach USBHPC by calling 1-877-447-5915 for additional instructions on what to do in the case of an Emergency or Urgent situation.

Note: Under certain circumstances, you may need to pay for your Emergency or Urgently Needed Services at the time of treatment. If this is necessary, please pay for such services and then contact USBHPC at the earliest opportunity. Be sure to keep all receipts and copies of relevant medical documentation. You will need these to be properly reimbursed. For more information on submitting claims to USBHPC, please refer to Part C, Section 5. Overseeing Your Behavioral Health Services in this Combined Evidence of Coverage and Disclosure Form.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the USBHPC Customer Service Department at 1-800-999-9585.

## SECTION 4. COVERED BEHAVIORAL HEALTH SERVICES

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- **What Behavioral Health Services are covered?**
- **Exclusions and Limitations**

This section explains your Behavioral Health Benefits, including what is and is not covered by USBHPC. You can find some helpful definitions in the back of this publication. For any Copayments that may be associated with a benefit, you need to refer to your Schedule of Benefits, a copy of which is included with this document.

### **What Behavioral Health Services are covered?**

Behavioral Health Services are covered only when they are:

- Incurred while the Member is eligible for coverage under this Behavioral Health Plan;
- Medically Necessary;
- Preauthorized by USBHPC as required for Inpatient services, Residential Treatment services, and certain Outpatient services – Intensive Outpatient Program Treatment, Outpatient Electroconvulsive Treatment, Outpatient Treatment extended beyond 45 minutes and Psychological Testing – except in the event of an Emergency; and
- Rendered by a USBHPC Participating Provider, except in the case of an Emergency.

USBHPC will pay for the following Behavioral Health Services furnished in connection with the treatment of Mental Disorders and/or Substance Related and Addictive Disorder as outlined in the Schedule of Benefits, provided the above criteria have been satisfied. You should refer to your Schedule of Benefits for further information about your particular Behavioral Health Plan.

- I. Mental Health Services for the diagnosis and treatment of Mental Disorders including SMI and SED conditions, and Medically Necessary Behavioral Health Treatment administered by qualified autism service providers who are either licensed providers under the Business and Professions Code acting within the scope of their license or other health professionals as authorized under California law or persons, entities or groups certified by a national entity, qualified autism professionals and paraprofessionals that are employed and supervised by a qualified autism service provider who may provide Behavioral Health Treatment for PDD or autism:

#### A. Inpatient

1. Inpatient Mental Health Services, including room and board provided at an Inpatient Treatment Center, Residential Treatment Center, or Day Treatment Center are covered when Medically Necessary, preauthorized by USBHPC, and provided at a Participating Facility.
2. Inpatient Physician Care – Medically Necessary Mental Health Services provided by a Participating Practitioner acting within the scope of their license while the Member is hospitalized as an inpatient at an Inpatient Treatment Center or is receiving services at a Participating Residential Treatment Center or Day Treatment Center and which have been preauthorized by USBHPC.

#### B. Outpatient

1. Outpatient Mental Health Services – Medically Necessary Mental Health Services provided by a Participating Practitioner Certain outpatient services that require preauthorization by USBHPC, when Medically Necessary are Intensive Outpatient Program Treatment, Outpatient Electro-Convulsive Treatment, Outpatient Treatment extended beyond 45 minutes and Psychological

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

Testing. Such services must be provided at the office of the Participating Practitioner or at a Participating Outpatient Treatment Center.

2. Behavioral Health Treatment for Pervasive Developmental Disorder (PDD) or Autism - Professional services and treatment programs, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of a Covered Person with pervasive developmental disorder or autism, and that meet the criteria required by California law. Please refer to Part C, Section 7, Definitions, for a description of the required criteria.

## **II. Substance Related and Addictive Disorder Services**

### **A. Inpatient**

1. Inpatient Substance Related and Addictive Disorder Services, including Medical Detoxification provided at an Inpatient Treatment Center – Medically Necessary Substance Related and Addictive Disorder Services, including Medical Detoxification, which have been preauthorized by USBHPC and are provided by a Participating Practitioner while the Member is confined in a Participating Inpatient Treatment Center or at a Participating Residential Treatment Center.
2. Inpatient Physician Care – Medically Necessary Substance Related and Addictive Disorder Services, including Medical Detoxification, provided by a Participating Practitioner while the Member is confined at an Inpatient Treatment Center or at a Residential Treatment Center, or is receiving services at a Participating Day Treatment Center and which have been preauthorized by USBHPC.
3. Medical Detoxification – Medical Detoxification services, including room and board, drugs, dependency recovery services, education and counseling are covered when provided by a Participating Practitioner at a Participating Inpatient Treatment Center or at a Residential Treatment Center when Preauthorized by USBHPC.
4. Substance Related and Addictive Disorder Services Rendered at a Residential Treatment Center – Medically Necessary Substance Related and Addictive Disorder Services, provided to a Member during a confinement at a Participating Residential Treatment Center are covered, if provided or prescribed by a Participating Practitioner and Preauthorized by USBHPC.

### **B. Outpatient**

1. Medical Detoxification – Medical Detoxification services are covered when provided by a Participating Practitioner at a Participating Outpatient Treatment Center or by a Participating Practitioner.
2. Outpatient Physician Care – Medically Necessary Substance Related and Addictive Disorder Services provided by a Participating Practitioner, and preauthorized by USBHPC as appropriate, e.g. Intensive Outpatient Program Treatment, Outpatient Treatment extending beyond 45 minutes. Such services must be provided at the office of the Participating Practitioner or at a Participating Outpatient or Day Treatment Center.

## **III. Other Behavioral Health Services**

1. Ambulance – Use of an ambulance (land or air) for Emergencies including, but not limited to, ambulance or ambulance transport services provided through the 911 Emergency response system is covered without prior authorization when the Member reasonably believes that the behavioral health condition requires Emergency Services that require ambulance transport services. Use of an ambulance or a psychiatric transport service for a non-Emergency is covered only when specifically authorized by USBHPC

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

2. Laboratory Services – Diagnostic and therapeutic laboratory services are covered when ordered by a Participating Practitioner in connection with the Medically Necessary diagnosis and treatment of Mental Disorder and/or Substance Related and Addictive Disorder.
3. Inpatient Prescription Drugs – Inpatient prescription drugs are covered only when prescribed by a USBHPC Participating Practitioner for treatment of a Mental Disorder or Substance Related and Addictive Disorder while the Member is confined to an Inpatient Treatment Center or, in the case of treatment of Substance Related and Addictive Disorder, a Residential Treatment Center.
4. Injectable Psychotropic Medications – Injectable psychotropic medications are covered if prescribed by a USBHPC Participating Practitioner for treatment of a Mental Disorder.
5. Psychological Testing – Medically Necessary psychological testing, is covered when preauthorized by USBHPC and provided by a Participating Practitioner who has the appropriate training and experience to administer such tests.

### **Exclusions and Limitations**

Unless described as a Covered Service in an attached supplement, all services and benefits described below are excluded from coverage under this Behavioral Health Plan. Any supplement must be an attachment to this Combined Evidence of Coverage and Disclosure Form.

1. Any Inpatient confinement, treatment, service or supply not authorized by USBHPC, except in the event of an Emergency.
2. The following Outpatient treatments require preauthorization by USBHPC, except in the event of an Emergency: Intensive Outpatient Program Treatment, Outpatient Electroconvulsive Treatment, Outpatient Treatment extended beyond 45 minutes, and Psychological Testing. These services are excluded when not preauthorized and not provided in the event of an Emergency.
3. All services not specifically included in the USBHPC Schedule of Benefits included with this Combined Evidence of Coverage and Disclosure Form.
4. Services received prior to the Member's effective date of coverage, after the time coverage ends, or at any time the Member is ineligible for coverage.
5. Services or treatments which are not Medically Necessary, as determined by USBHPC.
6. Services or treatment provided to you which duplicate the benefits to which you are entitled under any applicable workers' compensation laws are not covered.
7. Any services that are provided by a local, state or federal governmental agency are not covered except when coverage under this Behavioral Health Plan is expressly required by federal or state law.
8. Behavioral Health Treatment for Pervasive Developmental Disorder (PDD) or Autism must have a treatment plan that has measurable goals over a specific timeline that is developed and approved by the Participating Qualified Autism Service Provider for the specific Member being treated and is discontinued when the treatment goals and objectives are achieved or no longer appropriate. The treatment plan is not used for purposes of providing or for the reimbursement of respite, day care, or educational services and is not used to reimburse a parent for participating in the treatment program. The treatment plan shall be made available to USBHPC upon request.
9. Speech therapy, physical therapy and occupational therapy services provided for Developmental Delays or Learning Disabilities are not covered. This exclusion does not apply to Medically Necessary speech therapy, physical therapy and occupational therapy services when provided under, and authorized by, the Member's medical benefit plan in connection with Behavioral Health Treatment for individuals with Pervasive Developmental Disorders or Autism.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

10. Treatments which do not meet national standards for mental health professional practice.
11. Routine, custodial, and convalescent care.
12. Any services provided by non-licensed Providers, other than services provided to those diagnosed with PDD or autism that may be provided by a Qualified Autism Service (QAS) provider, QAS professional or QAS paraprofessional as defined in the definitions section of this Evidence of Coverage.
13. Pastoral or spiritual counseling.
14. Dance, poetry, music or art therapy services except as part of a Behavioral Health Treatment Program.
15. School counseling and support services, household management training, peer-support services, tutor and mentor services, independent living services, supported work environments, job training and placement services, therapeutic foster care, Emergency aid to household items and expenses, and services to improve economic stability.
16. Genetic counseling services.
17. Community care facilities that provide 24-hour nonmedical residential care.
18. Weight control programs and treatment for addictions to tobacco, nicotine or food.
19. Counseling for adoption, custody, family planning or pregnancy in the absence of a DSM-IV diagnosis.
20. Sexual therapy programs, including therapy for sexual addiction, the use of sexual surrogates, and sexual treatment for sexual offenders/perpetrators of sexual violence. This exclusion does not apply to treatment related to transgender identity dysphoria.
21. Personal or comfort items, and non-Medically Necessary private room and/or private-duty nursing during inpatient hospitalization are not covered.
22. With the exception of injectable psychotropic medication as set forth in Part C, Section 4, all nonprescription and prescription drugs which are prescribed during the course of outpatient treatment are not covered. Outpatient prescription drugs may be covered under your medical plan. Please refer to the Member disclosure materials describing the medical benefit. (Nonprescription and prescription drugs prescribed by a USBHPC Participating Practitioner while the Member is confined at an Inpatient Treatment Center and nonprescription and prescription drugs prescribed during the course of inpatient Emergency treatment whether provided by a Participating or Non-Participating Practitioner are covered under the inpatient benefit.)
23. Surgery or acupuncture.
24. Services that are required by a court order as a part of parole or probation, or instead of incarceration, which are not Medically Necessary.
25. Neurological services and tests, including, but not limited to, EEGs, PET scans, beam scans, MRIs, skull X-rays and lumbar punctures.
26. Treatment sessions by telephone or computer Internet services (instant messaging, chat rooms, etc.) Exception: Telehealth technology may be utilized in rural geographic areas where other appropriate treatment settings for PDD and/or autism are not available and/or for supervision of treatment sessions for PDD and/or autism.
27. Evaluation or treatment for education, professional training, employment investigations, fitness for duty evaluations, or career counseling.
28. Educational Services for Developmental Delays and Learning Disabilities. Educational Services for Developmental Delays and Learning Disabilities are not health care services and are not covered.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

Educational skills related to or consisting of gaining academic knowledge for educational advancement to help students achieve passing marks and advance from grade to grade are not covered. The Plan does not cover tutoring, special education/instruction required to assist a child to make academic progress: academic coaching, teaching members how to read; educational testing or academic education during residential treatment. Teaching academic knowledge or skills for the purpose of increasing your current levels of knowledge or learning ability to levels that would be expected from a person of your age are not covered.

USBHPC refers to the American Academy of Pediatrics Policy Statement– Learning Disabilities, Dyslexia and Vision: A Subject Review for a description of Educational Services. For example, USBHPC does not cover:

- Items and services that increase academic knowledge or skills
- Special education (teaching to meet the educational needs of a person with intellectual disability, Learning Disability, or Developmental Delay. This exclusion does not apply to covered services when they are authorized, part of a Medically Necessary treatment plan, provided by or rendered under the direct supervision of a licensed or certified health care professional, and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law.
- Teaching and support services to increase academic performance
- Academic coaching or tutoring for skills such as grammar, math, and time management
- Speech training that is not Medically Necessary, and not part of an approved treatment plan, and not provided by or under the direct supervision of a Participating Healthcare Professional acting within the scope of his or her license under California law that is intended to address speech impediments..
- Teaching you how to read, whether or not you have dyslexia
- Educational testing
- Teaching (or any other items or services associated with) activities such as art, dance, horse riding, music, or swimming, or teaching you how to play. Play therapy services are covered only when they are authorized, part of a Medically Necessary treatment plan, require the direct supervision of a licensed physical therapist or a Qualified Autism Service Provider, and are provided by a Participating Provider acting within the scope of his or her license or as authorized under California law. This exclusion does not apply or exclude medically necessary behavior health therapy services for treatment of pervasive developmental disorders (PDD) or Autism.

29. Treatment of problems that are not Mental Disorders are not covered, except for diagnostic evaluation.

30. Experimental and/or Investigational Therapies, Items and Treatments are not covered, unless required by an external, independent review panel as described in the Section of this Combined Evidence of Coverage and Disclosure Form captioned “Experimental and Investigational Therapies.” Unless otherwise required by federal or state law, decisions as to whether a particular treatment is Experimental or Investigational and therefore not a covered benefit are determined by the USBHPC Medical Director or a designee. For the purpose of this Combined Evidence of Coverage and Disclosure Form, procedures, studies, tests, drugs or equipment will be considered Experimental and/or Investigational if any of the following criteria/guidelines are met:

- It cannot lawfully be marketed without the approval of the federal Food and Drug Administration (FDA), and such approval has not been granted at the time of its use or proposed use.
- It is a subject of a current investigation of new drug or new device (IND) applications on file with the FDA.

Questions? Visit USBHPC at [www.liveandworkwell.com](http://www.liveandworkwell.com) or

Call the USBHPC Customer Service Department at 1-800-999-9585.

- It is the subject of an ongoing clinical trial (Phase I, II, or the research arm of Phase III) as defined in regulations and other official publications issued by the FDA and the Department of Health and Human Services.
- It is being provided pursuant to a written protocol that describes among its objectives the determination of safety, efficacy, toxicity, maximum-tolerated dose or effectiveness in comparison to conventional treatments.
- It is being delivered or should be delivered subject to approval and supervision of an Institutional Review Board (IRB) as required and defined by federal regulations or other official actions (especially those of the FDA or DHHS).
- Other facilities studying substantially the same drug, device, medical treatment or procedures refer to it as experimental or as a research project, a study, an invention, a test, a trial or other words of similar effect.
- The predominant opinion among experts as expressed in published, authoritative medical literature is that usage should be confined to research settings.
- It is not Experimental or Investigational itself pursuant to the above criteria, but would not be Medically Necessary except for its use in conjunction with a drug, device or treatment that is Experimental or Investigational (e.g., lab test or imaging ordered to evaluate the effectiveness of the Experimental therapy).
- The source of information to be relied upon by USBHPC in determining whether a particular treatment is Experimental or Investigational, and therefore not a covered benefit under this Behavioral Health Plan, include, but are not limited to, the following:
  - The Member’s Medical records;
  - The protocol(s) pursuant to which the drug, device, treatment or procedure is to be delivered;
  - Any informed consent document the Member, or his or her representative, has executed or will be asked to execute, in order to receive the drug, device, treatment or procedure;
  - The published authoritative medical and scientific literature regarding the drug, device, treatment or procedure;
  - Expert medical opinion;
  - Opinions of other agencies or review organizations (e.g., ECRI Health Technology Assessment Information Services or HAYES New Technology Summaries);
  - Regulations and other official actions and publications issued by agencies such as the FDA, DHHS and Agency for Healthcare Research and Quality (AHRQ);
  - USBHPC Technology Assessment Committee Guidelines.

A Member with a Life-Threatening or Seriously Debilitating condition may be entitled to an expedited external, independent review of USBHPC’s coverage determination regarding Experimental or Investigational therapies as described in the Section of this Combined Evidence of Coverage and Disclosure Form captioned, “Experimental and Investigational Therapies.”

31. All exclusions and limitations listed in the UnitedHealthcare of California Group Subscriber Agreement and EOC under the “Exclusions and Limitations” section.
32. Methadone maintenance treatment is not covered.
33. Services provided to the Member on an Out-of-Network basis.

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Call the USBHPC Customer Service Department at 1-800-999-9585.

34. Services rendered by a Non-Participating Provider are not covered, except for Emergency Services or services authorized by USBHPC.
35. Services rendered outside the Service Area are not covered, except for Emergency Services or Urgently Needed Services.
36. Services following discharge after receipt of Emergency Services or Urgently Needed Services are not covered without a Participating Provider's or USBHPC's authorization. The fact that the Member is outside the Service Area and that it is inconvenient for the Member to obtain the required services from a Participating Provider will not entitle the Member to coverage.

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## SECTION 5. OVERSEEING YOUR BEHAVIORAL HEALTH SERVICES

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- **How USBHPC Makes Important Benefit Decisions**
- **Second Opinions**
- **New Treatment and Technologies**
- **Experimental and Investigational Therapies**
- **Appealing a Behavioral Health Benefit Decision**
- **Independent Medical Review**

This section explains how USBHPC authorizes or makes changes to your Behavioral Health Services, how we evaluate new behavioral health technologies and how we reach decisions about your coverage.

You will also find out what to do if you are having a problem with your Behavioral Health Plan, including how to appeal a behavioral health benefit decision by USBHPC or one of our Participating Providers. You will learn the process that is available for filing a formal grievance, as well as how to request an expedited decision when your condition requires a quicker review.

### **How USBHPC Makes Important Benefit Decisions**

#### Authorization, Modification and Denial of Behavioral Health Services

When a Member requests Mental Health Services or Substance Related and Addictive Disorder Services, USBHPC uses established utilization management (UM) criteria to approve, deny, delay or modify authorization of benefits based on Medical Necessity. The criteria used for evaluating Mental Health Services are based on empirical research and industry standards. These are the MCAP Behavioral Health Criteria. For Substance Related and Addictive Disorder Services USBHPC uses the American Society of Addiction Medicine Placement Guidelines for Substance Related Disorder - Version II-Revised. The UM criteria used to deny, delay or modify requested services in the Member's specific case will be provided free of charge to the Participating Provider and to the Member. The public is also able to receive specific criteria or guideline, based on a particular diagnosis, upon request.

If you or your Dependent(s) are receiving Behavioral Health Services from a school district or a regional center, USBHPC will coordinate with the school district or regional center to provide Case Management of your Behavioral Health Treatment Program. Upon USBHPC's request, you or your Dependent(s) may be required to provide a copy of the most recent Individual Education Plan (IEP) that you or your Dependent(s) received from the school district and or the most recent Individual Program Plan (IPP) or Individual Family Service Plan (IFSP) from the regional center to coordinate these services.

The USBHPC-qualified Physician or other appropriate qualified licensed health care professional, and its Participating Providers make decisions to deny, delay, or modify requests for authorization of Behavioral Health Services, based on Medical Necessity, within the following time frames as required by California state law:

- Decisions based on Medical Necessity will be made in a timely fashion appropriate for the nature of the Member's condition, not to exceed five (5) business days from USBHPC's receipt of information reasonably necessary to make the decision.
- If the Member's condition poses an imminent and serious threat to his or her health, including, but not limited to, severe pain, potential loss of life, limb, or other major bodily functions, or lack of timeliness would be detrimental in regaining maximum functions, the decision would be rendered in a timely fashion appropriate for the nature of the Member's condition, not to exceed seventy-two (72) hours after USBHPC's receipt of the information reasonably necessary and requested by USBHPC to make the determination.

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Call the USBHPC Customer Service Department at 1-800-999-9585.

If the decision cannot be made within these time frames because (i) USBHPC is not in receipt of all the information reasonably necessary and requested, or (ii) USBHPC requires consultation by an expert reviewer, or (iii) USBHPC has asked that an additional examination or test be performed upon the Member, provided the examination or test is reasonable and consistent with good medical practice, USBHPC will notify the Participating Provider and the Member, in writing, that a decision cannot be made within the required time frame. The notification will specify the information requested but not received or the additional examinations or tests required, and the anticipated date on which a decision may be rendered following receipt of all reasonably necessary requested information. Upon receipt of all information reasonably necessary and requested by USBHPC, then USBHPC shall approve or deny the request for authorization within the time frame specified above as applicable.

USBHPC notifies requesting Participating Providers of decisions to deny or modify request for authorization of Behavioral Health Services of Members within twenty-four (24) hours of the decision. Members are notified of decisions, in writing, within two (2) business days of the decision. The written decision will include the specific reason(s) for the decision, the clinical reason(s) for modifications or denials based on a lack of Medical Necessity, and information about how to file an appeal of the decision with USBHPC. In addition, the internal criteria or benefit interpretation policy, if any, relied upon in making this decision will be made available upon request by the Member.

If the Member requests an extension of a previously authorized and currently ongoing course of treatment, and the request is an "Urgent Request," as defined above, USBHPC will modify or deny the request as soon as possible, taking into account the Member's behavioral health condition, and will notify the Member of the decision within 24 hours of the request, provided the Member made the request to USBHPC at least 24 hours prior to the expiration of the previously authorized course of treatment. If the concurrent care request is not an Urgent Request, as defined above, USBHPC will treat the request as a new request for a Covered Service under the Behavioral Health Plan and will follow the time frame for non-Urgent requests, as discussed above.

If you would like a copy of USBHPC's description of processes utilized for the authorization or denial of Behavioral Health Services, or the criteria or guidelines related to a particular condition, you may contact the USBHPC Customer Service Department or visit the USBHPC website at [www.liveandworkwell.com](http://www.liveandworkwell.com).

## **Second Opinions**

A Member, or his or her treating USBHPC Participating Provider, may submit a request for a second opinion to USBHPC either in writing or verbally through the USBHPC Customer Service Department. Second opinions will be authorized for situations, including but not limited to, when:

- the Member questions the reasonableness or necessity of recommended procedures;
- the Member questions a diagnosis or plan for care for a condition that threatens loss of life, loss of limb, loss of bodily functions, or substantial impairment, including, but not limited to, a chronic condition;
- the clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating Provider is unable to diagnose the condition and the Member requests an additional diagnosis;
- the Treatment Plan in progress is not improving the medical condition of the Member within an appropriate period of time given the diagnosis and plan of care, and the Member requests a second opinion regarding the diagnosis or continuance of the treatment; or
- the Member has attempted to follow the plan of care or consulted with the initial Provider concerning serious concerns about the diagnosis or plan of care.

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Call the Customer Service Department at 1-800-999-9585.

The request for a second opinion will be approved or denied by USBHPC's Medical Director (or designee) in a timely fashion appropriate for the nature of your or Dependent's condition. For circumstances other than an imminent or serious threat to your health, a second opinion request will be approved or denied within five business days after the Participating Provider or USBHPC receives the request. When there is an imminent and serious threat to your behavioral health, a decision about your second opinion will be made within 72 hours after receipt of the request by your Participating Provider or USBHPC.

If you are requesting a second opinion about care given by your Participating Provider, the second opinion will be provided by an appropriately qualified behavioral health professional of your choice within the same Participating Provider Network. If you request a second opinion about care received from a specialist, the second opinion will be provided by any behavioral health care professional of your choice from within the same Participating Provider Network. The Participating Provider providing the second opinion will possess the clinical background, including training and expertise, related to the illness or condition associated with the request for a second opinion.

If there is no qualified Participating Provider within the network, then USBHPC will authorize a second opinion by an appropriately qualified behavioral health professional outside the Participating Provider network. In approving a second opinion either inside or outside of the Participating Provider network, USBHPC will take into account the ability of the Member to travel to the Provider.

A second opinion will be documented by a consultation report which will be made available to you. If the Provider giving the second opinion recommends a particular treatment, diagnostic test or service covered by USBHPC, and it is determined to be Medically Necessary by your Participating Provider, the treatment, diagnostic test or service will be provided or arranged by the Member's Participating Provider. However, the fact that a Provider furnishing a second opinion recommends a particular treatment, diagnostic test or service does not necessarily mean that the treatment, diagnostic test or service is Medically Necessary or a Covered Service under your USBHPC Behavioral Health Plan. You will be responsible for paying any Copayment, as set forth in your Schedule of Benefits, to the USBHPC Provider who renders the second opinion. If you obtain a second opinion without preauthorization from your Participating Provider or USBHPC, you will be financially responsible for the cost of the opinion.

If you or your Dependent's request for a second opinion is denied, USBHPC will notify you in writing and provide the reason for the denial. You or your Dependent may appeal the denial by following the procedures outlined in the appeals section described below.

To receive a copy of the Second Opinion policy, you may call or write the USBHPC Customer Service Department at:

U.S. Behavioral Health Plan, California.  
P.O. Box 30512  
Salt Lake City, UT 84130-0512  
1-800-999-9585

### **How are new treatment and technologies evaluated?**

USBHPC is committed to evaluating new treatments and technologies in behavioral health care. A committee composed of USBHPC's Medical Director and people with subject matter expertise meet at least once a year to assess new advances and programs.

### **Experimental and Investigational Therapies**

USBHPC also provides an external, independent review process to review its coverage decisions regarding experimental or investigational therapies for USBHPC Members who meet all of the following criteria:

Questions? Visit USBHPC [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the Customer Service Department at 1-800-999-9585.

1. You have a Life-threatening or Seriously Debilitating condition, as defined below, and it meets the criteria listed in items #2, #3, #4 and #5 below:
  - Life-threatening means either or both of the following: (i) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted; (ii) diseases or conditions with potentially fatal outcomes, where the endpoint of clinical intervention is survival.
  - Seriously Debilitating means diseases or conditions that cause major irreversible morbidity.
2. Your USBHPC Participating Provider certifies that you have a Life-Threatening or Seriously Debilitating condition, as defined above, for which standard therapies have not been effective in improving your condition, or for which standard therapies would not be medically appropriate for you, or for which there is no more beneficial standard therapy covered by USBHPC than the therapy proposed pursuant to paragraph (3); and
3. Either (a) your USBHPC Participating Provider has recommended a treatment, drug, device, procedure, or other therapy that he or she certifies in writing is likely to be more beneficial to you than any available standard therapies, and he or she included a statement of the evidence relied upon by the Participating Provider in certifying his or her recommendation; or (b) you, or your non-Contracting Physician who is a licensed, board-certified or board-eligible Physician or Provider qualified to practice in the area of practice appropriate to treat your condition, has requested a therapy that, based on two documents from medical and scientific evidence (as defined in California Health and Safety Code Section 1370.4(d)), is likely to be more beneficial for you than any available standard therapy.

Such certification must include a statement of the evidence relied upon by the Physician in certifying his or her recommendation. USBHPC is not responsible for the payment of services rendered by non-Contracting Providers that are not otherwise covered under the Member's USBHPC benefits; and

4. A USBHPC Medical Director (or designee) has denied your request for a drug, device, procedure, or other therapy recommended or requested pursuant to paragraph (3); and
5. The treatment, drug, device, procedure, or other therapy recommended pursuant to paragraph 3, above, would be a Covered Service, except for USBHPC's determination that the treatment, drug, device, procedure, or other therapy is experimental or investigational. Independent Medical Review for coverage decisions regarding Experimental or Investigational therapies will be processed in accordance with the protocols outlined under "Independent Medical Review Involving a Disputed Health Care Service" Section of this Evidence of Coverage.

Please refer to the "Independent Medical Review of Grievances Involving a Disputed Health Care Service" Section found later in this Combined Evidence of Coverage and Disclosure Form for more information.

### **What to do if you have a problem?**

Our first priority is to meet your needs and that means providing responsive service. If you ever have a question or problem, your first step is to call the USBHPC Customer Service Department for resolution.

If you feel the situation has not been addressed to your satisfaction, you may submit a formal complaint within 180 days of your receipt of an initial determination over the telephone by calling the USBHPC toll-free number at 1-800-999-9585. You can also file a complaint in writing:

U.S. Behavioral Health Plan, California  
Attn: Appeals  
P. O. Box 30512  
Salt Lake City, UT 84130-0512

Questions? Visit USBHPC [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the Customer Service Department at 1-800-999-9585.

FAX: 1-855-312-1470

Or at the USBHPC website: [www.liveandworkwell.com](http://www.liveandworkwell.com)

## **Appealing a Behavioral Health Benefit Decision**

The individual initiating the appeal may submit written comments, documents, records, and any other information relating to the appeal regardless of whether this information was submitted or considered in the initial determination. The Member may obtain, upon request and free of charge, copies of all documents, records, and other information relevant to the Member's appeal. An individual who is neither the individual who made the initial determination that is the subject of the appeal nor the subordinate of that person will review the appeal.

The USBHPC Medical Director (or designee) will review your appeal and make a determination within a reasonable period of time appropriate to the circumstances but not later than thirty (30) days after USBHPC's receipt of the appeal, except in the case of "expedited reviews" discussed below. For appeals involving the delay, denial, or modifications of Behavioral Health Services, USBHPC's written response will describe the criteria or guidelines used and the clinical reasons for its decision, including all criteria and clinical reasons related to Medical Necessity. For determinations delaying, denying, or modifying Behavioral Health Services based on a finding that the services are not Covered Services, the response will specify the provisions in the plan contract that exclude that coverage. If the complaint is related to quality of care, the complaint will be reviewed through the procedure described in the section of this Combined Evidence of Coverage and Disclosure Form captioned USBHPC Quality Review Process.

## **Binding Arbitration and Voluntary Mediation**

If the Member is dissatisfied with the appeal, the Member may submit or request that USBHPC submit the appeal to voluntary mediation and/or binding arbitration before Judicial Arbitration and Mediation Service (JAMS). Such voluntary mediation or binding arbitration will be limited to claims that are not subject to the Employee Retirement Income Security Act of 1974 (ERISA).

**Voluntary Mediation** – In order to initiate mediation, the Member or agent acting on behalf of the Member shall submit a written request for voluntary mediation. If the parties mutually agree to mediation, the mediation will be administered by JAMS in accordance with JAMS Mediation Rules and Procedures, unless otherwise agreed to by the parties. Expenses for mediation shall be borne equally by the parties. The Department of Managed Health Care shall have no administrative or enforcement responsibilities in connection with the voluntary mediation process.

**Binding Arbitration** – Any and all disputes of any kind whatsoever, including, but not limited to, claims for medical malpractice (that is, as to whether any medical services rendered under the health plan were unnecessary or unauthorized or were improperly, negligently or incompetently rendered), between Member (including any heirs, successors or assigns of Member) and USBHPC, except for claims subject to ERISA, shall be submitted to Binding Arbitration. Any such dispute will not be resolved by a lawsuit or resort to court process, except to the extent the Federal Arbitration Act provides for judicial review of arbitration proceedings. Member and USBHPC further agree that neither the Court nor any arbitrator shall have the power to delay arbitration of any dispute or to refuse to order any dispute to arbitration, under any provision of section 1281 et. seq. of the California Code of Civil Procedure (including, but not limited to, 1281.2(c)), or any successor or replacement provision thereto, of any comparable provision of any other state law. Member and USBHPC further specifically agree that any disputes about the scope of any arbitration or about the arbitration or about the arbitrability of any dispute shall be determined by the arbitrator. Member and USBHPC are giving up their constitutional rights to have any such dispute decided in a court of law before a jury and are instead accepting the use of Binding Arbitration by a single arbitrator in accordance with the Comprehensive Rules of JAMS in

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effect at the time of the arbitration, and administration of the arbitration shall be performed by JAMS or such other arbitration service as the parties may agree in writing. The parties will endeavor to mutually agree to the appointment of the arbitrator, but if such agreement cannot be reached within 30 days following the date demand for arbitration is made, the arbitrator appointment procedures in the Comprehensive Rules of JAMS will be utilized.

Arbitration hearings shall be held in Orange County, California, or at such other location as the parties may agree in writing. Civil discovery may be taken in such arbitration as provided by California law and the Code of Civil Procedure. The arbitrator selected shall have the power to control the timing, scope, and manner of the taking of discovery and shall further have the same powers to enforce the parties' respective duties concerning discovery as would a Superior Court of California including, but not limited to, the imposition of sanctions. The arbitrator shall have the power to grant all remedies provided by California law. The parties shall divide equally the expenses of JAMS and the arbitrator. In cases of extreme hardship and to prevent any such hardship or unconscionability, USBHPC may assume all or part of the Member's share of the fees and expenses of JAMS and the arbitrator, provided the Member submits a hardship application to JAMS and provided JAMS approves such application. The approval or denial of the hardship application will be determined solely by JAMS. The arbitrator shall prepare in writing an award that includes the legal and factual reasons for the decision.

The requirement of Binding Arbitration shall not preclude a party from seeking a temporary restraining order or preliminary injunction or other provisional remedies from a court with jurisdiction; however, any and all other claims or causes of action including, but not limited to, those seeking damages, restitution, or other monetary relief, shall be subject to Binding Arbitration as provided herein and any claim for permanent injunctive relief shall be stayed pending completion of the arbitration. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, shall also apply to the arbitration.

ALL PARTIES EXPRESSLY AGREE TO WAIVE THEIR CONSTITUTIONAL RIGHT TO HAVE DISPUTES BETWEEN THEM RESOLVED IN A COURT BEFORE A JURY AND ARE INSTEAD ACCEPTING THE USE OF BINDING ARBITRATION.

### **Expedited Review Process**

Appeals involving an imminent or serious threat to the health of the Member, including, but not limited to, severe pain, potential loss of life, limb, or other major bodily functions will be immediately referred to the USBHPC Medical Director for expedited review, regardless of whether such appeal is received orally or in writing. If an appeal has been sent to the USBHPC Medical Director for immediate expedited review, USBHPC will immediately inform the Member, in writing, of his or her right to notify the Department of Managed Health Care with a written statement of the disposition or pending status of the expedited review no later than three (3) days from receipt of complaint. The Department of Managed Health Care may waive the requirement that you complete the appeals process or participate in the appeals process for at least 30 days if the Department of Managed Health Care determines that an earlier review is necessary.

### **Independent Medical Review of Grievances Involving a Disputed Behavioral Health Service**

A Member may request an Independent Medical Review (IMR) of disputed Behavioral Health Services from the Department of Managed Health Care (DMHC) if the Member believes that Behavioral Health Services have been improperly denied, modified or delayed by USBHPC. A "disputed Behavioral Health Service" is any Behavioral Health Service eligible for coverage under the Evidence of Coverage that has been denied, modified, or delayed by USBHPC, in whole or in part because the service requested by you or your Provider based on a finding that the requested service is experimental or investigational or is not Medically Necessary. The Member must meet the criteria described in the "Eligibility" section to see if his or her grievance qualifies for an IMR. The IMR process is in addition to the procedures and remedies that are available to the Member under the USBHPC Appeal Process described above. If your complaint or appeal pertains to a disputed

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Behavioral Health Service subject to IMR (as discussed below), you should file your complaint or appeal within 180 days of receiving a denial notice.

Completed applications for IMR should be submitted to the DMHC. The Member pays no fee to apply for IMR. The Member has the right to include any additional information or evidence not previously provided to USBHPC in support of the request for IMR. USBHPC will provide the Member with an IMR application form with any grievance disposition letter that denies, modifies or delays Behavioral Health Services. The Member may also reach the DMHC by calling 1-888-HMO-2219. The DMHC fax number is 1-916-255-5241.

A decision not to participate in the IMR process may cause the Member to forfeit any statutory right to pursue legal action against USBHPC regarding the disputed behavioral health service.

## **IMR Eligibility for Independent Medical Review**

### **Experimental or Investigational Treatment**

#### **Decisions**

If you suffer from a Life-Threatening or Seriously Debilitating condition, you may have the opportunity to seek IMR of USBHPC's coverage decision regarding Experimental or Investigational therapies under California's Independent Medical Review System pursuant to Health and Safety Code Section 1370.4. Life-Threatening means either or both of the following: (a) conditions where the likelihood of death is high unless the course of the condition is interrupted; (b) conditions with potentially fatal outcomes, where the endpoint of clinical intervention is survival. Seriously Debilitating means conditions that cause major irreversible morbidity.

To be eligible for IMR of Experimental or Investigational treatment, your case must meet all of the following criteria:

1. Your Provider certifies that you have a Life-Threatening or Seriously Debilitating condition for which:
  - a. Standard therapies have not been effective in improving your condition, or
  - b. Standard therapies would not be medically appropriate for you, or
  - c. There is no more beneficial standard therapy covered by USBHPC than the proposed Experimental or Investigational therapy proposed by your Provider under the following paragraph.
2. Either (a) your USBHPC Provider has recommended a treatment, drug, device, procedure or other therapy that he or she certifies in writing is likely to be more beneficial to you than any available standard therapies, and he or she has included a statement of the evidence relied upon by the Provider in certifying his or her recommendation; or (b) you or your non-Contracting Provider – who is a licensed, board certified or board-eligible Provider qualified to practice in the specialty appropriate to treating your condition – has requested a therapy that, based on two documents of medical and scientific evidence identified in California Health and Safety Code Section 1370.4(d), is likely to be more beneficial than any available standard therapy. To satisfy this requirement, the Provider certification must include a statement detailing the evidence relied upon by the Provider in certifying his or her recommendation. (Please note that USBHPC is not responsible for the payment of services rendered by non-Contracting Providers who are not otherwise covered under your USBHPC benefits.)
3. A USBHPC Medical Director has denied your request for a treatment or therapy recommended or requested pursuant to the above paragraph.
4. The treatment or therapy recommended pursuant to Paragraph 2 above would be a Covered Service, except for USBHPC's determination that the treatment, drug, device, procedure or other therapy is Experimental or Investigational.

If you have a Life-Threatening or Seriously Debilitating condition and USBHPC denies your request for Experimental or Investigational therapy, USBHPC will send a written notice of the denial within five (5)

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business days of the decision. The notice will advise you of your right to request IMR, and include a Provider certification form and an application form with a preaddressed envelope to be used to request IMR from the DMHC. (Please note that you may request an IMR, if USBHPC denied your request for Experimental or Investigational therapy without going through the USBHPC grievance process.)

### **Disputed Behavioral Health Services Regarding Medical Necessity**

You may also request IMR when any Behavioral Health Service has been denied, modified or delayed by USBHPC or one of its Providers, in whole or in part, due to a finding that the service is not Medically Necessary. (Note: Disputed Behavioral Health Services do not encompass coverage decisions. Coverage decisions are decisions that approve or deny services substantially based on whether or not a particular service is included or excluded as a covered benefit under the terms and conditions of your coverage.)

You are eligible to submit an application to the DMHC for IMR of a Disputed Behavioral Health Service if you meet all of the following criteria:

- The Member's Provider has recommended a Behavioral Health Service as Medically Necessary; or
- The Member has received Urgently Needed Services or Emergency Services that a Provider determined was Medically Necessary; or
- The Member has been seen by a USBHPC Participating Provider for diagnosis or treatment of the medical condition for which the Member sought independent review;
- The disputed Behavioral Health Service has been denied, modified, or delayed by USBHPC, based in whole or in part on a decision that the Behavioral Health Service is not Medically Necessary; and
- The Member has filed a grievance with USBHPC and the disputed decision is upheld or the grievance remains unresolved after thirty (30) days. If the grievance requires expedited review, the Member may bring it immediately to the DMHC's attention. The DMHC may waive the preceding requirement that the Member follow USBHPC's grievance process in extraordinary and compelling cases.

### **Accepted Applications for the Independent Medical Review**

Upon receiving a Member's application for IMR, the DMHC will review the request and notify the Member whether the Member's case has been accepted. If the Member's case is eligible for IMR, the dispute will be submitted to an independent medical review organization (IRO) contracted with the DMHC for review by one or more expert reviewers, independent of USBHPC, who will make an independent determination of whether or not the care should be provided. The IRO selects an independent panel of behavioral health professionals knowledgeable in the treatment of the Member's conditions, the proposed treatment and the guidelines and protocols in the area of treatment under review. Neither the Member nor USBHPC will control the choice of expert reviews.

USBHPC must provide the following documents to the IRO within three (3) business days of receiving notice from the DMHC that the Member has successfully applied for an IMR:

- The relevant medical records in the possession of USBHPC or its Participating Providers;
- All information provided to the Member by USBHPC and any of its Participating Providers concerning USBHPC and Participating Provider decision regarding the Member's condition and care (including a copy of USBHPC's denial notice sent to the Member).
- Any materials that the Member or Provider submitted to USBHPC and its Participating Providers in support of the request for the Behavioral Health Services.
- Any other relevant documents or information used by USBHPC or its Participating Providers in determining whether the Behavioral Health Services should have been provided and any statement by USBHPC or its

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Participating Providers explaining the reason for the decision. USBHPC will provide copies of these documents to the Member and the Member's Provider unless any information in them is found by the DMHC to be privileged.

If there is an imminent and serious threat to the Member's health, USBHPC will deliver the necessary information and documents listed above to the IRO within 24 hours of approval of the request for IMR.

After submitting all of the required materials to the IRO, USBHPC will promptly issue the Member a notification that includes an annotated list of the documents submitted and offer the Member the opportunity to request copies of those documents from USBHPC.

If there is any information or evidence the Member or the Member's Provider wish to submit to the DMHC in support of IMR that was not previously provided to USBHPC, the Member may include this information with the IMR application to the DMHC. Also as required, the Member or the Member's Provider must provide to the DMHC or the IRO copies of any relevant behavioral health records, and any newly developed or discovered relevant records after the initial documents are provided, and respond to any requests for additional records or other relevant information from the expert reviewers.

### **The Independent Medical Review Decision**

The independent review panel will render its analysis and recommendations on the Member's IMR case in writing, and in layperson terms to the maximum extent practical, within 30 days of receiving the Member's request for IMR and supporting information. The time may be adjusted under any of the following circumstances:

- In the case of a review of Experimental or Investigational determination, if the Member's Provider determines that the proposed treatment or therapy would be significantly less effective if not promptly initiated. In this instance, the analysis and recommendations will be rendered within seven (7) days of the request for expedited review. The review period can be extended up to three (3) days for a delay in providing required documents at the request of the expert.
- If the Behavioral Health Services has not been provided and the Member's Provider or the DMHC certifies in writing that an imminent and serious threat to the Member's life exist, including, but not limited to, serious pain, the potential loss of life, limb or major bodily function or the immediate and serious deterioration of the Member's health. In this instance, any analyses and recommendation of the experts must be expedited and rendered within three (3) days of the receipt of the Member's application and supporting information.
- If approved by the DMHC, the deadlines for the expert reviewers' analyses and recommendations involving both regular and expedited reviews may be extended for up to three days in extraordinary circumstances or for good cause.

The IRO will provide the DMHC, USBHPC, the Member and the Member's Provider with each of the experts' analyses and recommendations, and a description of the qualifications of each expert. The IRO will keep the names of the expert reviewers confidential, except in cases where the reviewer is called to testify and in response to court orders. In the case of an Experimental or Investigational determination, the experts' analyses will state the reasons the requested Experimental or Investigational therapy is or is not likely to be more beneficial to the Member than any available standard therapy and the reasons for recommending why the therapy should or should not be provided by USBHPC, citing the Member's specific medical condition, the relevant documents provided and the relevant medical and scientific evidence supporting the expert's recommendation.

The recommendation of the majority of the experts on the panel will prevail. If the experts on the panel are evenly divided as to whether the Behavioral Health Services should be provided, the panel's decision will be

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Call the Customer Service Department at 1-800-999-9585.

deemed to be in favor of coverage. If the majority of the experts on the panel does not recommend providing the Behavioral Health Services, USBHPC will not be required to provide the service.

### **When a Decision is Made**

The DMHC will immediately adopt the decision of the IRO upon receipt and will promptly issue a written decision to the parties that will be binding on USBHPC. USBHPC will promptly implement the decision when received from the DMHC. In the case of an IRO determination requiring reimbursement for services already rendered, USBHPC will reimburse either the Member or the Member's Provider, whichever applies, within five working days. In the case of services not yet rendered to the Member, USBHPC will authorize the services within five working days of receiving the written decision from the DMHC, or sooner if appropriate for the nature of the Member's medical condition and will inform the Member and the Member's Provider of the authorization.

USBHPC will promptly reimburse the Member for reasonable costs associated with Urgently Needed Services or Emergency Services outside of USBHPC Participating Provider network, if:

- The services are found by the IRO to have been Medically Necessary;
- The DMHC finds the Member's decision to secure services outside of USBHPC's Participating Provider network prior to completing the USBHPC grievance process or seeking IMR was reasonable under the circumstances; and
- The DMHC finds that the disputed health care services were a covered benefit under the USBHPC Group Subscriber Agreement.

Behavioral Health Services required by IMR will be provided subject to the terms and conditions generally applicable to all other benefits under USBHPC Plan.

For more information regarding the IMR process, or to request an application, the Member should contact the USBHPC Customer Service Department at 1-800-999-9585.

### **The USBHPC Quality Review Process**

The quality review process is a Member-initiated internal review process that addresses Member concerns regarding the quality or appropriateness of services provided by USBHPC Participating Providers that has the potential for an adverse effect on the Member. Upon receipt of the Member's concern, the concern is referred to the Quality Improvement Department for investigation.

USBHPC takes great pride in the quality of our Participating Providers. That is why complaints specifically about the quality of the care you receive from your Participating Provider are handled in an expedited fashion. Quality of care complaints that affect a Member's current treatment will be immediately evaluated and, if necessary, other appropriate USBHPC personnel and the USBHPC Participating Provider will be consulted.

The Quality Improvement Manager (or designee) will be responsible for responding to questions the Member may have about his or her complaint and about the Quality Review process. In appropriate instances, a meeting may be arranged between the Member and the Participating Provider.

The relevant medical records will be obtained from the appropriate Providers and reviewed by the USBHPC Quality Improvement Manager (or designee). If necessary, a letter is sent to the Participating Provider, as appropriate, requesting further information. Additional information will be received and reviewed by the Quality Improvement Manager (or designee). After reviewing the medical records, the case may be referred to the Peer Review Committee for review and recommendation of corrective action against the USBHPC Participating Provider involved, if appropriate.

If the Member has submitted a written complaint, the Member will be notified of the completion in writing within thirty (30) days. The oral and written communications involving the Quality Review Process and the results of

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Call the Customer Service Department at 1-800-999-9585.

the review are confidential and cannot be shared with the Member. The outcome of the Quality Review Process cannot be submitted to voluntary mediation or binding arbitration, as described above under the USBHPC Appeals Process. The Quality Improvement Manager will follow-up to ensure that any corrective actions against a Participating Provider are carried out.

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

The California Department of Managed Health Care is responsible for regulating health care services plans. If you have a grievance against your health plan, you should first telephone your health plan at 1-800-999-9585 or 711 for TTY (at operator request, say "1-800-999-9585") and use your health plan's grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal right 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 treatment that are experimental or investigational in nature and payment disputes for Emergency or Urgent medical services. The Department also has a toll-free telephone number (1-888-HMO-2219) and a TDD line (1-877-688-9891) for the hearing-and speech-impaired. The Department's Internet website <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.

Questions? Visit USBHPC [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the Customer Service Department at 1-800-999-9585.

## SECTION 6. GENERAL INFORMATION

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- **What if I get a bill?**
- **Your Financial Responsibilities**
- **Termination of Benefits**
- **Confidentiality of Information**
- **Language Assistance Services**
- **Coverage in Extraordinary Situations**
- **Compensation for Providers**
- **Suspected Health Care Fraud**
- **Public Policy Participation**

What follows are answers to some questions about your coverage. If you have any questions of your own that have not been answered, please call our Customer Service Department.

### **What if I get a bill?**

You should not get a bill from your USBHPC Participating Provider because USBHPC's Participating Providers have been instructed to send all their bills to us for payment. You may, however, have to pay a Copayment to the Participating Provider each time you receive services. You could get a bill from an emergency room Provider if you use Emergency care. If this happens, send USBHPC the original bill or claim as soon as possible and keep a copy for yourself. You are responsible only for the amount of your Copayment, as described in the Schedule of Benefits in this Evidence of Coverage and Disclosure Form:

Forward the bill to:

U.S. Behavioral Health Plan, California  
Claims Department  
P.O. Box 30602  
Salt Lake City, UT 84130-0602

### **Your Financial Responsibility**

Please refer to the "Payment Responsibility" section of your UnitedHealthcare of California Medical Combined Evidence of Coverage and Disclosure Form.

### **Termination of Benefits**

Please refer to the "Termination of Benefits" section of your UnitedHealthcare of California Medical Combined Evidence of Coverage and Disclosure Form.

### **Confidentiality of Information**

USBHPC takes the subject of Member confidentiality very seriously and takes great measures to protect the confidentiality of all Member information in its possession, including the protection of treatment records and personal information. USBHPC provides information only to the professionals delivering your treatment or as otherwise required by law.

Confidentiality is built into the operations of USBHPC through a system of control and security that protects both written and computer-based information.

A statement describing USBHPC's policies and procedures for preserving the confidentiality of medical records is available and will be furnished to you upon request. If you would like a copy of USBHPC's confidentiality policies and procedures, you may call our Customer Service Department at 1-800-999-9585.

Questions? Visit USBHPC [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the Customer Service Department at 1-800-999-9585.

## **Does USBHPC offer language interpretation and translation services?**

USBHPC uses a telephone interpretation service for almost 140 languages and dialects. That is in addition to the selection of Customer Service representatives who are fluent in a language other than English. Please refer to the USBHPC Participating Provider Directory at [www.liveandworkwell.com](http://www.liveandworkwell.com) for specific language interpretation availability. Certain translated member materials are also available upon request by calling USBHPC's Customer Service Department at 1-800-999-9585.

## **Does USBHPC offer hearing- and speech-impaired telephone lines?**

USBHPC uses a national TTY telephone relay service for the hearing and speech impaired. To use this service, dial 711 and at the operator's request, say or enter "1-800-999-9585".

## **How is my coverage provided under extraordinary circumstances?**

In the unfortunate event of a major disaster, epidemic, war, riot, civil insurrection, or complete or partial destruction of facilities, our Participating Providers will do their best to provide the services you need. Under these extreme conditions, go to the nearest doctor or hospital for Emergency Services. USBHPC will later provide appropriate reimbursement.

## **How does USBHPC compensate its Participating Providers?**

USBHPC itself is not a Provider of Behavioral Health Services. USBHPC typically contracts with independent Providers to provide Behavioral Health Services to its Members and with hospitals to provide hospital services. Once they are contracted, they become USBHPC Participating Providers. USBHPC's network of Participating Providers includes individual practitioners, group practices and facilities.

USBHPC Participating Providers who are groups or facilities may in turn employ or contract with individual psychiatrists, psychologists or other licensed behavioral health professionals. None of the Participating Providers or their employees are employees or agents of USBHPC. Likewise, neither USBHPC nor any employee of USBHPC is an employee or agent of any Participating Provider.

Our USBHPC Participating Providers are paid on a discounted fee-for-service basis for the services they provide. They have agreed to provide services to you at the normal fee they charge, minus a discount. USBHPC does not compensate nor does it provide any financial bonuses or any other incentives to its Providers based on their utilization patterns.

If you would like to know more about fee-for-service reimbursement, you may request additional information from the USBHPC Customer Service Department or your USBHPC Participating Provider.

## **What do you do if you suspect health care fraud?**

USBHPC takes health care fraud by its Participating Providers or by its employees very seriously and has taken great measures to prevent, detect and investigate health care fraud. USBHPC has put in place policies and procedures to address fraud and report fraud to the appropriate law enforcement and regulatory entities in the investigation and prosecution of health care fraud. If you suspect fraud by any USBHPC Participating Provider or any USBHPC employee, please call the USBHPC anti-fraud hotline at 1-800-455-4521.

## **How can I participate in USBHPC'S Public Policy?**

USBHPC affords its Members the opportunity to participate in establishing its public policy. For the purpose of this paragraph, "public policy" means acts performed by USBHPC and its employees to assure the comfort, dignity and convenience of Members who rely on Participating Providers to provide Covered Services. USBHPC members comprise at least 51 percent of USBHPC's Public Policy Committee. If you are interested in participating in the establishment of USBHPC's public policy, please call the USBHPC Customer Service Department for more details.

Questions? Visit USBHPC [www.liveandworkwell.com](http://www.liveandworkwell.com) or  
Call the Customer Service Department at 1-800-999-9585.

## SECTION 7. DEFINITIONS

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U.S. Behavioral Health Plan, California is dedicated to making its services easily accessible and understandable. To help you understand the precise meaning of many terms used to explain your benefits, we have provided the following definitions. These definitions apply to the capitalized terms used in your Combined Evidence of Coverage and Disclosure Form, as well as the Schedule of Benefits. Please refer to the Schedules of Benefits to determine which of the definitions below apply to your benefit plan.

**Behavioral Health Services.** Services for the Medically Necessary diagnosis and treatment of Mental Disorders including but not limited to treatment for the Severe Mental Illness and/or the services for the treatment of Substance Related and Addictive Disorders, which are provided to Members pursuant to the terms and conditions of the USBHPC Behavioral Health Plan.

**Behavioral Health Plan.** The USBHPC Behavioral Health Plan that includes coverage for the Medically Necessary diagnosis and treatment of Mental Disorders and Substance Related and Addictive Disorder, as described in the Behavioral Health Group Subscriber Agreement, this Combined Evidence of Coverage and Disclosure Form, and the Schedule of Benefits.

**Behavioral Health Treatment (BHT).** Professional services and treatment programs, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism, and that meet all of the following criteria:

- The treatment is prescribed by a licensed Participating Physician of the California Business and Professions Code or developed by a licensed Participating psychologist.
  - The treatment is provided under a treatment plan prescribed by a Participating Qualified Autism Service Provider and is administered by one of the following:
    - A Participating Qualified Autism Service Provider.
    - A Participating Qualified Autism Service Professional supervised and employed by the Participating Qualified Autism Service Provider.
    - A Participating Qualified Autism Service Paraprofessional supervised and employed by a Participating Qualified Autism Service Provider.
- The treatment plan has measurable goals over a specific timeline that is developed and approved by the Participating Qualified Autism Service Provider for the specific Member being treated. The treatment plan shall be reviewed no less than once every six months by the Participating Qualified Autism Service Provider and modified whenever appropriate, and shall be consistent with Section 4686.2 of the California Welfare and Institutions Code pursuant to which the Participating Qualified Autism Service Provider does all of the following:
  - Describes the Member's behavioral health impairments to be treated.
  - Designs an intervention plan that includes the service type, number of hours, and parent participation needed to achieve the plan's goal and objectives, and the frequency at which the Member's progress is evaluated and reported.
  - Provides intervention plans that utilize evidence-based practices, with demonstrated clinical efficacy in treating pervasive developmental disorder or autism.
  - Discontinues intensive behavioral intervention services when the treatment goals and objectives are achieved or no longer appropriate.

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Call the Customer Service Department at 1-800-999-9585.

- The treatment plan is not used for purposes of providing or for the reimbursement of respite, day care, or educational services and is not used to reimburse a parent for participating in the treatment program. The treatment plan shall be made available to us upon request.

**Behavioral Health Services.** Services for the Medically Necessary diagnosis and treatment of Mental Disorders and Substance Related and Addictive Disorder which are provided to Members pursuant to the terms and conditions of the USBHPC Behavioral Health Plan.

**Behavioral Health Treatment Plan.** A written clinical presentation of the USBHPC Participating Provider's diagnostic impressions and therapeutic intervention plans. The Behavioral Health Treatment Plan is submitted routinely to a USBHPC for review as part of the concurrent review monitoring process.

**Behavioral Health Treatment Program.** A structured treatment program aimed at the treatment and alleviation of Substance Related and Addictive Disorder and/or Mental Disorders.

**Benefit Plan Design.** The specific behavioral health Benefit Plan Design for a Behavioral Health Plan which describes the benefit coverage, pertinent terms and conditions for rendering Behavioral Health Services, and the exclusions or limitations applicable to the Covered Behavioral Health Services.

**Calendar Year.** The period of time commencing 12:00 a.m. on January 1 through 11:59 p.m. on December 31.

**Case Management.** A collaborative process that assesses, plans, implements, coordinates, monitors and evaluates options to meet an individual's behavioral health needs based on Medical Necessity, behavioral health benefits and available resources in order to promote a quality outcome for the individual Member.

**Continuity of Care Condition(s).** The completion of Covered Services will be provided by a terminated Participating Provider to a Member, who at all time of the Participating Provider's contract termination, was receiving any of the following Covered Services from that Participating Provider:

1. **An Acute Condition:** An acute condition is a behavioral health condition that involves a sudden onset of symptoms due to an illness, or other behavioral health problems that requires prompt medical attention and that has a limited duration. Completion of Covered Services will be provided for the duration of the acute condition.
2. **A Serious Chronic Condition:** A serious chronic condition is a behavioral health condition due to illness or other behavioral health conditions that is serious in nature, and that persists without full cure or worsens over an extended period of time, or requires ongoing treatment to maintain remission or prevent deterioration. Completion of Covered Services will be provided for the period of time reasonably necessary to complete the active course of treatment and to arrange for a clinically safe transfer to a Provider, as determined by the USBHPC Medical Director (or designee) in consultation with the Member, the terminated Participating Provider and as applicable, the receiving Participating Provider, consistent with good professional practice. Completion of Covered Services for this condition will not exceed twelve (12) months from the agreement's termination.
3. **Other Procedure:** Other procedure that has been authorized by USBHPC or the Member's assigned Participating Provider as part of a documented course of treatment and had been recommended and documented by the terminated Participating Provider to occur within 180 calendar days of the Agreement's termination date.

**Copayments.** Costs payable by the Member at the time Covered Services are received. Copayments may be a specific dollar amount or a percentage of covered charges as specified in this Combined Evidence of Coverage and Disclosure Form and are shown on the USBHPC Schedule of Benefits.

**Covered Services.** Medically Necessary Behavioral Health Services provided pursuant to the Group Subscriber Agreement, this Combined Evidence of Coverage and Disclosure Form and Schedule of Benefits for Emergencies or those Behavioral Health Services.

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Call the Customer Service Department at 1-800-999-9585.

**Custodial Care.** Personal services required to assist the Member in meeting the requirements of daily living. Custodial Care is not covered under this USBHPC Behavioral Health Plan. Such services include, without limitation, assistance in walking, getting in or out of bed, bathing, dressing, feeding, or using the lavatory, preparation of special diets and supervision of medication schedules. Custodial Care does not require the continuing attention of trained medical or paramedical personnel.

**Customer Service Department.** The department designated by USBHPC to whom oral or written Member issues may be addressed. The Customer Service Department may be contacted by telephone at 1-800-999-9585 or in writing at:

U.S. Behavioral Health Plan, California  
P.O. Box 30512  
Salt Lake City, UT 84130-0512

**Day Treatment Center.** A Participating Facility which provides a specific Behavioral Health Treatment Program on a full- or part-day basis pursuant to a written Behavioral Health Treatment Plan approved and monitored by a USBHPC Participating Practitioner and which is also licensed, certified, or approved to provide such services by the appropriate state agency.

**Dependent.** Any Member of a Subscriber's family who meets all the eligibility requirements set forth by the Employer Group under this USBHPC Behavioral Health Plan and for whom applicable Plan Premiums are received by USBHPC.

**Developmental Delay.** A delayed attainment of age appropriate milestones in the areas of speech-language, motor, cognitive, and social development.

**Diagnostic and Statistical Manual (or DSM).** The current edition of the Diagnostic and Statistical Manual of Mental Disorders which is published by the American Psychiatric Association and which contains the criteria for diagnosis of Substance Related and Addictive Disorder and Mental Disorders.

**Domestic Partner** is a person who meets the eligibility requirements, as defined by your Employer Group, and the following:

- i. Is eighteen (18) years of age or older. An exception is provided to Subscribers and/or Dependents less than 18 years of age who have, in accordance with California law, obtained:
  - Written consent from the underage person's parents or legal guardian and a court order granting permission to the underage person to establish a domestic partnership.
  - A court order establishing a domestic partnership if the underage person does not have a parent or legal guardian or a parent or legal guardian capable of consenting to the domestic partnership.
- ii. Capable of consenting to the domestic partnership;
- iii. Resides with the Subscriber and intends to do so indefinitely;
  - Is jointly responsible with the Subscriber for their common welfare and financial obligations;
  - Is unmarried or not a member of another domestic partnership; and
- iv. Is not related by blood to the Subscriber to a degree of closeness that would prohibit marriage in the state of residence.

**Emergency or Emergency Services.** A behavioral health condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the Prudent Layperson would expect the absence of immediate Behavioral Health Services to result in any of the following:

- Immediate harm to self or others;
- Placing one's health in serious jeopardy;

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- Serious impairment of one's functioning; or
- Serious dysfunction of any bodily organ or part.

**Emergency Treatment.** Medically Necessary ambulance and ambulance transport services provided through the 911 Emergency response system and medical screening, examination and evaluation by a Practitioner, to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if an Emergency for a Behavioral Health condition exists, and if it does, the care and treatment by a Practitioner necessary to relieve or eliminate the Emergency within the capabilities of the facility.

**Experimental and Investigational.** Please refer to the "Experimental and Investigational Therapies" section of this Combined Evidence of Coverage and Disclosure Form.

**Employer Group.** An employer, labor union, trust, organization, association, or other entity to which the USBHPC Group Subscriber Agreement has been issued.

**Family Member.** The Subscriber's legal spouse or Domestic Partner and any person related to the Subscriber or legal spouse or Domestic Partner by blood, marriage, adoption or guardianship. An enrolled Family Member is a Family Member who is enrolled with USBHPC, meets all the eligibility requirements of the Subscriber's Employer Group and USBHPC, and for whom Premiums have been received by USBHPC. An eligible Family Member is a Family Member who meets all the eligibility requirements of the Subscriber's Employer Group and USBHPC.

**Group Subscriber Agreement.** The Agreement for the provision of Behavioral Health Services between the Group and USBHPC.

**Group Therapy.** Goal-oriented Behavioral Health Services provided in a group setting (usually about six to 12 participants) by a USBHPC Participating Practitioner. Group Therapy can be made available to the Member in lieu of individual outpatient therapy.

**Inpatient Treatment Center.** An acute care Participating Facility which provides Behavioral Health Services in an acute, inpatient setting, pursuant to a written Behavioral Health Treatment Plan approved and monitored by a USBHPC Participating Practitioner, and which also:

- provides 24-hour nursing and medical supervision; and
- is licensed, certified, or approved as such by the appropriate state agency.

**Learning Disability.** A condition where there is a meaningful difference between a person's current level of learning ability and the level that would be expected for a person of that age.

**Limiting Age.** The age established by the Employer Group when a Dependent is no longer eligible to be an enrolled Family Member under the Subscriber's coverage. In no event shall the Limiting Age be less than 26 years of age except as described in Continuing Coverage for Disabled Dependents in Section 1: Member Eligibility.

**Medical Detoxification.** The medical treatment of withdrawal from alcohol, drug or other substance addiction is covered. In most cases of alcohol, drug or other substance abuse or toxicity, outpatient treatment is appropriate unless another medical condition requires treatment at an Inpatient Treatment Center.

**Medically Necessary (or Medical Necessity)** An intervention, if, and as recommended by the treating Practitioner and determined by the Medical Director of USBHPC to be all of the following:

- a. A health intervention for the purpose of treating a Mental Disorder or Substance Related and Addictive Disorder;
- b. The most appropriate level of service or item, considering potential benefits and harms to the Member;
- c. Known to be effective in improving health outcomes. For existing interventions, effectiveness is determined first by scientific evidence, then by professional standards, then by expert opinion. For new interventions, effectiveness is determined by scientific evidence; and

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Call the Customer Service Department at 1-800-999-9585.

- d. If more than one health intervention meets the requirements of (a) through (c) above, furnished in the most cost-effective manner that may be provided safely and effectively to the Member. "Cost-effective" does not necessarily mean lowest price.

A service or item will be covered under the USBHPC Health Plan if it is an intervention that is an otherwise covered category of service or item, not specifically excluded and Medically Necessary. An intervention may be medically indicated yet not be a covered benefit or meet the definition of Medical Necessity.

In applying the above definition of Medical Necessity, the following terms shall have the following meaning:

- i. Treating Practitioner means a Practitioner who has personally evaluated the patient.
- ii. A health intervention is an item or service delivered or undertaken primarily to treat (that is, prevent, diagnosis, detect, treat or palliate) a Mental Disorder or Substance Related and Addictive Disorder or to maintain or restore functional ability. A health intervention is defined not only by the intervention itself, but also by the Mental Disorder and Substance Related and Addictive Disorder condition and the patient indications for which it is being applied.
- iii. Effective means that the intervention can reasonably be expected to produce the intended result and to have expected benefits that outweigh potential harmful effects.
- iv. Health outcomes are outcomes that affect health status as measured by the length or quality (primarily as perceived by the patient) of a person's life.
- v. Scientific evidence consists primarily of controlled clinical trials that either directly or indirectly demonstrate the effect of the intervention on health outcomes. If controlled clinical trials are not available, observational studies that suggest a causal relationship between the intervention and health outcomes can be used. Partially controlled observational studies and uncontrolled clinical series may be suggestive but do not by themselves demonstrate a causal relationship unless the magnitude of the effect observed exceeds anything that could be explained either by the natural history of the Mental Disorder or Substance Related and Addictive Disorder condition or potential Experimental biases. For existing interventions, the scientific evidence should be considered first and, to the greatest extent possible, should be the basis for determinations of medical necessity. If no scientific evidence is available, professional standards of care should be considered. If professional standards of care do not exist, or are outdated or contradictory, decisions about existing interventions should be based on expert opinion. Giving priority to scientific evidence does not mean that coverage of existing interventions should be denied in the absence of conclusive scientific evidence. Existing interventions can meet the definition of Medical Necessity in the absence of scientific evidence if there is a strong conviction of effectiveness and benefit expressed through up-to-date and consistent professional standards of care or, in the absence of such standards, convincing expert opinion.
- vi. A new intervention is one that is not yet in widespread use for the Mental Disorder or Substance Related and Addictive Disorder and patient indications being considered. New interventions for which clinical trials have not been conducted because of epidemiological reasons (i.e., rare or new diseases or orphan populations) shall be evaluated on the basis of professional standards of care. If professional standards of care do not exist, or are outdated or contradictory, decisions about such new interventions should be based on convincing expert opinion.
- vii. An intervention is considered cost-effective if the benefits and harms relative to costs represent an economically efficient use of resources for patients with this condition. The application of this criterion is to be on an individual case and the characteristics of the individual patient shall be determinative.

Member. The Subscriber or any Dependent who is enrolled, covered and eligible for USBHPC Behavioral Health Care coverage.

Mental Disorder. A mental condition identified as a "mental health disorder" in the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) that results in the impairment of a Member's

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Call the Customer Service Department at 1-800-999-9585.

mental, emotional, or behavioral functioning. Mental Disorders include the Severe Mental Illness of a person of any age and the Serious Emotional Disturbance of a Child.

**Mental Health Services.** Medically Necessary Behavioral Health Services for the treatment of Mental Disorders, including Severe Mental Illness, the Serious Emotional Disturbance of a Child, and services for the treatment of Substance Related and Addictive Disorders.

**Non-Participating Providers.** Licensed psychiatrists, psychologists, marriage and family therapists, licensed clinical social workers, and other behavioral health professionals; qualified autism service providers, professionals and paraprofessionals; hospitals, and other licensed behavioral health facilities which provide Behavioral Health Services to eligible Members, but have not entered into a written agreement with USBHPC to provide such services to Members.

**Outpatient Treatment Center.** A licensed or certified Participating Facility which provides a Behavioral Health Treatment Program in an outpatient setting.

**Participating Facility.** An Inpatient Treatment Center, Day Treatment Center, Outpatient Treatment Center or Residential Treatment Center which is duly licensed in the State of California to provide either acute inpatient treatment, day treatment, or outpatient care for the diagnosis and/or treatment of Mental Disorders and/or Substance Related and Addictive Disorder, and which has entered into a written agreement with USBHPC.

**Participating Practitioner.** A psychiatrist, psychologist, or other allied behavioral health care professional who is qualified and duly licensed and acting within the scope of their license, certified or otherwise authorized to practice his or her profession under the laws of the State of California and who has entered into a written agreement with USBHPC to provide Behavioral Health Services to Members.

**Participating Providers.** Participating Practitioners, Participating Qualified Autism Service Providers, Participating Provider Group Practices and Participating Facilities, collectively, each of which has entered into a written agreement with USBHPC to provide Behavioral Health Services to Members.

**Participating Group Practice.** A Provider group entity or independent practice association duly organized and licensed, certified or otherwise authorized under the laws of the state of California to provide Behavioral Health Services through agreements with individual behavioral health care providers, each of whom is qualified and appropriately licensed, certified or otherwise authorized to practice his or her profession in the State of California.

**Participating Qualified Autism Service Provider –** Either of the following:

- A person, entity, or group that is certified by a national entity, such as the Behavior Analyst Certification Board, that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the person, entity, or group that is nationally certified.
- A person licensed as a Physician, physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist pursuant to Division 2 (commencing with Section 500) of the California Business and Professions Code, or as authorized under California law, who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the licensee.

**Participating Qualified Autism Service Professional –** An individual who meets all of the following criteria:

- Provides Behavioral Health Treatment.
- Is employed and supervised by a Participating Qualified Autism Service Provider.
- Provides treatment pursuant to a treatment plan developed and approved by the Participating Qualified Autism Service Provider.
- Is a behavioral service provider approved as a vendor by a California regional center to provide services as an associate behavior analyst, behavior analyst, behavior management assistant, behavior management

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Call the Customer Service Department at 1-800-999-9585.

consultant, or behavior management program as defined in Section 54342 of Title 17 of the California Code of Regulations.

- Has training and experience in providing services for pervasive developmental disorder or autism pursuant to Division 4.5 (commencing with Section 4500) of the California Welfare and Institutions Code or Title 14 (commencing with Section 95000) of the California Government Code or is otherwise authorized under California law.

**Participating Qualified Autism Service Paraprofessional** – An unlicensed and uncertified individual who is authorized under California law meets all of the following criteria:

- Is employed and supervised by a Participating Qualified Autism Service Provider.
- Provides treatment and implements services pursuant to a treatment plan developed and approved by the Participating Qualified Autism Service Provider.
- Meets the criteria set forth in the regulations adopted pursuant to Section 4686.3 of the California Welfare and Institutions Code.
- Has adequate education, training, and experience, as certified by a Participating Qualified Autism Service Provider.

**Practitioner.** A psychiatrist, psychologist or other allied behavioral health care professional who is qualified and duly licensed or certified to practice his or her profession under the laws of the State of California.

**Premiums.** The periodic, fixed-dollar amount payable to USBHPC by the Employer Group for or on behalf of the Subscriber and the Subscriber's eligible Dependents in consideration of Behavioral Health Services provided under this Plan.

**Psychiatric Emergency Medical Condition.** A mental disorder where there are acute symptoms of sufficient severity to render either an immediate danger to yourself or others, or you are immediately unable to provide for use, food, shelter or clothing due to the mental disorder.

**Residential Treatment Center.** A residential facility that provides services in connection with the diagnosis and treatment of behavioral health conditions including but not limited to Mental Disorders and Substance Related and Addictive Disorders and which is licensed, certified, or approved as such by the appropriate state agency.

**Schedule of Benefits.** The schedule of Behavioral Health Services which is provided to a Members under this Behavioral Health Plan. The Schedule of Benefits is attached and incorporated in full and made a part of this document.

**Serious Emotional Disturbance of a Child (SED).** A Serious Emotional Disturbance of a Child means a condition identified as a Mental Disorder in the DSM, other than a primary substance related and addictive disorder or developmental disorder that results in behavior inappropriate to the child's age according to the expected developmental norms if the child also meets at least:

1. one of the following three criteria:

- As a result of the Mental Disorder, (1) the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and (2) either:
  - (i) the child is at risk of removal from home or has already been removed from the home; or
  - (ii) the Mental Disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment; or
- The child displays psychotic features or risk of suicide or violence due to a Mental Disorder; or

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Call the Customer Service Department at 1-800-999-9585.

- The child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the California Government Code.

Service Area. The geographic area in which USBHPC is licensed to arrange for Behavioral Health Services in the State of California by the California Department of Managed Health Care.

Severe Mental Illness (SMI). Severe Mental Illness includes the diagnosis and treatment of the following conditions:

- Anorexia Nervosa
- Bipolar Disorder (manic-depressive illness)
- Bulimia Nervosa
- Major Depressive Disorder
- Obsessive-Compulsive Disorder
- Panic Disorder
- Pervasive Developmental Disorder or autism, including Autistic Disorder, Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified, including Atypical Autism
- Schizoaffective Disorder
- Schizophrenia

Legal spouse. The Subscriber's legally recognized husband or wife under the laws of the state of California.

Subscriber. The person whose employment or other status except for being a Family Member is the basis for eligibility to enroll in the USBHPC Behavioral Health Plan and who meets all the applicable eligibility requirements of the Group and USBHPC, and for whom Plan Premiums have been received by USBHPC.

Substance Related and Addictive Disorder. An addictive relationship between a Member and any drug, alcohol or chemical substance that can be documented according to the criteria in the DSM. Substance Use Disorder does not include addiction to or dependency on (1) tobacco in any form or (2) food substances in any form.

Substance Related and Addictive Disorder Inpatient Treatment Program. A structured medical and behavioral inpatient program aimed at the treatment and alleviation of Substance Related and Addictive Disorder.

Substance Related and Addictive Disorder Services. Medically Necessary services provided for the diagnosis and treatment of Substance Related and Addictive Disorder.

Telehealth. The mode of delivering Covered Services and public health via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care while the patient is at the originating site and the licensed health care provider is at a distant site. Telehealth facilitates patient self-management and caregiver support for patients and includes synchronous interactions and asynchronous store and forward transfers.

In applying the above definition, "asynchronous store and forward," "distant site," "originating site," and "synchronous interaction" shall have the following meanings:

- Asynchronous store and forward means the transmission of a patient's medical information from an originating site to the licensed health care provider at a distant site without the presence of the patient.
- Distant site means a site where a licensed health care provider who provides Covered Services is located while providing these services via a telecommunications system.

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- Originating site means a site where a patient is located at the time Covered Services are provided via a telecommunications system or where the asynchronous store and forward service originates.
- Synchronous interaction means a real-time interaction between a patient and a licensed health care provider located at a distant site.

Totally Disabled or Total Disability. The persistent inability to engage reliably in any substantially gainful activity by reason of any determinable physical or mental impairment resulting from an injury or illness. Totally Disabled is the persistent inability to perform activities essential to the daily living of a person of the same age and sex by reason of a medically determinable physical or mental impairment resulting from an injury or illness. The disability must be related to a Behavioral Health condition, as defined in the DSM, in order to qualify for coverage under this USBHPC Plan. Determination of Total Disability shall be made by a USBHPC Participating Provider based upon a comprehensive psychiatric examination of the Member or upon the concurrence by a USBHPC Medical Director, if on the basis of a comprehensive psychiatric examination by a non-USBHPC Participating Provider.

Treatment Plan. A structured course of treatment authorized by a USBHPC Clinician, when appropriate, and for which a Member has been admitted to a Participating Facility, received Behavioral Health Services, and been discharged.

Urgent or Urgently Needed Services. Medically Necessary Behavioral Health Services received in an urgent care facility or in a Provider's office for an unforeseen condition to prevent serious deterioration of a Member's health resulting from an unforeseen illness or complication of an existing condition manifesting itself by acute symptoms of sufficient severity such that treatment cannot be delayed.

USBHPC Clinician. A person licensed as a psychiatrist, psychologist, clinical social worker, marriage and family therapist, nurse, or other health care professional licensed, certified or otherwise authorized under California law with appropriate training and experience in Behavioral Health Services who is employed or under contract with USBHPC related to managing Covered Behavioral Health Services.

Visit. An outpatient session with a USBHPC Participating Practitioner conducted on an individual or group basis during which Behavioral Health Services are delivered.

NOTE: IN ORDER TO FULLY UNDERSTAND YOUR BENEFIT PLAN, THIS USBHPC COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM IS TO BE USED IN CONJUNCTION WITH YOUR UNITEDHEALTHCARE OF CALIFORNIA MEDICAL PLAN COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM. PLEASE READ BOTH DOCUMENTS CAREFULLY.

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**P.O. Box 30968  
Salt Lake City, UT 84130-0968**

**Customer Service:  
800-367-2660  
711 (TTY)  
[www.myuhc.com](http://www.myuhc.com)**



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