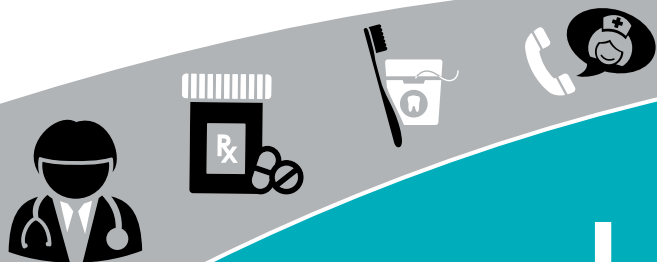


**L.A. Care  
Covered.<sup>™</sup>  
For All of L.A.**



# L.A. Care Covered<sup>™</sup>

## **A Helpful Guide to Your Health Care Benefits**

*Una guía útil para sus beneficios de atención de la salud*

*January 1, 2015 - December 31, 2015*

# L.A. Care Covered Gold HMO Summary of Benefits

The Summary of Benefits sets forth the Member's share-of-costs for Covered Services under this benefit plan and represents only a brief description of the benefit plan. Please read the Evidence of Coverage carefully for a complete description of provisions, benefits, exclusions, prior authorization and other important information pertaining to this benefit plan.

See the end of this Summary of Benefits for footnotes providing important additional information.

## Summary of Benefits

## HMO Plan

Member Calendar Year Deductible (Medical Plan Deductible) <sup>1</sup>	Deductible Responsibility	
	Services by Preferred, Participating, and Other Providers	Services by Non-Preferred and Non-Participating <sup>2</sup>
<b>Calendar Year Medical Deductible</b>	None	100% of all charges

Member Calendar Year Brand Name Drug Deductible	Member Deductible Responsibility	
	Participating Pharmacy	Services by Non-Preferred and Non-Participating <sup>2</sup>
<b>Per Member/Per Family</b> Applicable to all Covered Brand Name Drugs, including Brand Name Home Self-Administered Injectables. Does not apply to contraceptive Drugs and devices.	None	100% of all charges

Member Maximum Calendar Year Out-of-Pocket Amount <sup>1</sup>	Member Maximum Calendar Year Out-of-Pocket Amount	
	Services by Preferred, Participating, and Other Providers	Services by Non-Preferred and Non-Participating <sup>2</sup>
<b>Calendar Year Out-of-Pocket Maximum (includes deductible)</b>	\$6,250 per Member / \$12,500 per Family	100% of all charges

Member Maximum Lifetime Benefits	Maximum L.A. Care Payment
	Services by Preferred, Participating, and Other Providers
<b>Lifetime Benefit Maximum</b>	No maximum

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Benefit	Member Co-payment <sup>3,4</sup>
	<b>Services by Preferred and Participating Providers<sup>3,4</sup></b>
<b>Acupuncture Benefits</b>	
Acupuncture Services	
Covered Services by a certified acupuncturist	\$30 per visit
Covered Services by a Doctor of Medicine.	\$30 per visit
<b>Allergy Testing and Treatment Benefits</b>	
Allergy serum purchased separately for treatment	20%
Office visits (includes visits for allergy serum injections)	\$50 per visit
<b>Ambulance Benefits<sup>6</sup></b>	
Emergency or authorized transport	\$250
<b>Ambulatory Surgery Center Benefits</b>	
Note: Participating Ambulatory Surgery Centers may not be available in all areas. Outpatient ambulatory surgery services may also be obtained from a Hospital or an ambulatory surgery center that is affiliated with a Hospital, and will be paid according to the Hospital Benefits (Facility Services) section of this Summary of Benefits.	
Ambulatory Surgery Center Outpatient Surgery facility services	\$600
Ambulatory Surgery Center Outpatient Surgery Physician services (billed as part of Ambulatory Surgery Center Outpatient Surgery facility Services)	\$600
<b>Bariatric Surgery Benefits</b> <b>Prior authorization is required.</b>	
Hospital Inpatient Services	\$600 per day up to 5 days
Inpatient Physician bariatric surgery services	\$600 per day up to 5 days
Hospital Outpatient Services	\$600
<b>Chiropractic Benefits</b>	
Chiropractic Services Covered Services rendered by a chiropractor.	Not covered
<b>Clinical Trial for Treatment of Cancer or Life-Threatening Conditions Benefits</b>	
Clinical Trial for Treatment of Cancer or Life Threatening Services Covered Services for Members who have been accepted into an approved clinical trial for cancer when prior authorized by L.A. Care.	20%
<b>Dental and orthodontic Services</b> such as X-rays, appliances, implants, Services provided by dentists or orthodontists, dental Services following accidental injury to teeth, and dental Services resulting from medical treatment such as surgery on the jawbone and radiation treatment See Dental Services section in the EOC for more information	
Ambulatory Surgery Center Outpatient Surgery Facility Services	\$600
Inpatient Hospital Services	\$600 per day up to 5 days
Office location	\$30
Outpatient department of a Hospital	\$600
<b>Diabetes Care Benefits</b>	

Benefit	Member Co-payment <sup>3,4</sup>
	<b>Services by Preferred and Participating Providers<sup>3,4</sup></b>
<p>Devices, equipment and supplies  Diabetic equipment includes: blood glucose monitor; insulin pumps; podiatric devices, including orthopedic shoes; and, visual aids, excluding eyewear. Diabetes-related medications and diabetic testing supplies are covered under Outpatient Drugs benefit. (Note: This definition is to clarify differences between this benefit and Outpatient Prescription Drugs benefit-as follow.)  Outpatient Drugs benefit: Formulary diabetes-related medications, diabetic disposable syringes and needles, and diabetic testing supplies are covered under the drug benefit. Please refer to the L.A. Care Formulary for more information. Diabetic testing supplies- which include lancets, blood and urine testing strips and test tables are covered. These over-the-counter items must be ordered by a physician for coverage.</p>	20%
Diabetes self-management training provided by a Physician in an office setting	\$30 per visit
Diabetes self-management training provided by a registered dietician or registered nurse that are certified diabetes educators	\$30 per visit
Medical nutrition therapy	\$30
<b>Dialysis Benefits</b>	
Inpatient dialysis care	\$600 Per day up to 5 days
<p>Outpatient Dialysis Services  Note: Dialysis Services may also be obtained from a Hospital. Dialysis Services obtained from a Hospital will be paid at the Participating provider level as specified under Hospital Benefits (Facility Services) in this Summary of Benefits.</p>	\$30
<b>Durable Medical Equipment Benefits</b>	
Breast pump	No charge
<p>Other Durable Medical Equipment  Includes but not limited to: insulin pumps, peak flow meters, blood glucose monitors, IV poles</p>	20%
<b>Emergency Room Benefits</b>	
Emergency Room Physician Services	\$No charge
Emergency Room Services	\$250 per visit (copay waived if admitted)
<p><b>Family Planning Benefits</b>  Note: Co-payments listed in this section are for Outpatient Physician Services only. If services are performed at a facility (Hospital, Ambulatory Surgery Center, etc), the facility Co-payment listed under the appropriate facility benefit in the Summary of Benefits will also apply except for insertion and/or removal of intrauterine device (IUD), an intrauterine device (IUD), and tubal ligation.</p>	
<p>Counseling and consulting  (Including Physician office visits for diaphragm fitting, injectable contraceptives or implantable contraceptives)</p>	No charge
<p>Diaphragm fitting procedure  When administered in an office location, this is in addition to the Physician office visit Co-payment.</p>	No charge
Abortions	\$600
Implantable contraceptives	No charge
Infertility Services	Not covered
<p>Injectable contraceptives  When administered in an office location, this is in addition to the Physician office visit Co-payment.</p>	No charge
Insertion and/or removal of intrauterine device (IUD)	No charge
Intrauterine device (IUD)	No charge

Benefit	Member Co-payment <sup>3,4</sup>
	<b>Services by Preferred and Participating Providers<sup>3,4</sup></b>
Tubal ligation	No charge
Vasectomy	\$600
<b>Home Health Care Benefits</b> Up to a combined Benefit maximum of 100 visits per Member, per Calendar Year for all Home Health and Home Infusion/Home Injectable Services. If your benefit plan has a Calendar Year Medical Deductible, the number of days start counting toward the maximum when the services are first provided even if the Calendar Year Medical Deductible has not been met.	
Home health care agency Services, including home visits by a nurse, home health aide, medical social worker, physical therapist, speech therapist, or occupational therapist.	\$30
Medical supplies	20%
<b>Home Infusion/Home Injectable Therapy Benefits</b> Up to a combined Benefit maximum of 100 visits per Member, per Calendar Year for all Home Health and Home Infusion/Home Injectable Services. If your Plan has a Calendar Year Medical Deductible, the number of days start counting toward the maximum when the Services are first provided even if the Calendar Year medical Deductible has not been met.	\$30
Hemophilia home infusion Services provided by a hemophilia infusion provider and prior authorized by L.A. Care. Includes blood factor product.	\$30
Home infusion/home intravenous injectable therapy provided by a Home Infusion Agency Note: Home non-intravenous self-administered injectable drugs are covered under the Outpatient Prescription Drug Benefit.	\$30
Home visits by an infusion nurse (Home infusion agency nursing visits are not subject to the Home Health Care and Home Infusion/Home Health Injectable Services Calendar Year visit limitation.)	\$30
<b>Hospice Program Benefits</b> Covered Services for Members who have been accepted into an approved Hospice Program. All Hospice Program Benefits must be prior authorized by L.A. Care and must be received from a Participating Hospice Agency.	
24-hour Continuous Home Care	No charge
General Inpatient care	No charge
Inpatient Respite Care	No charge
Pre-hospice consultation	No charge
Routine home care	No charge
<b>Hospital Benefits (Facility Services)</b>	
Inpatient Facility Services Semi-private room and board, and Medically Necessary Services and supplies, including Subacute Care.	\$600 per day up to 5 days
Inpatient Physician and Surgeon Services	\$600 per day up to 5 days
Inpatient Medically Necessary skilled nursing Services including Subacute Care Up to a maximum of 100 days per Member, per Calendar Year, maximum except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing services whether rendered in a Hospital or a free-standing Skilled Nursing Facility. If your benefit plan has a Calendar Year Medical Deductible, the number of days start counting toward the maximum when the Services are first provided even if the Calendar Year Medical Deductible has not been met.	\$300 per day up to 5 days
Outpatient Facility Services	\$600
Outpatient Physician and Surgeon Services	\$600

<b>Benefit</b>	<b>Member Co-payment<sup>3,4</sup></b>
	<b>Services by Preferred and Participating Providers<sup>3,4</sup></b>
Outpatient Laboratory and Pathology: When provided to diagnose illness or injury.	\$30
Outpatient X-Ray and Diagnostic Imaging: Outpatient X-Ray services including Mammogram. When provided to diagnose illness or injury.	\$50
Outpatient Services for treatment of illness or injury, radiation therapy, chemotherapy and necessary supplies	\$30
<b>Mental Health, Substance Abuse and Chemical Dependency Benefits (All Services provided through the Plan's Mental Health Service Administrator (MHSA))</b>	<b>Services by MHSA Participating Providers</b>
<b>Mental Health, Substance Abuse and Chemical Dependency Benefits</b> Prior authorization is required <sup>7</sup>	
Outpatient Mental Health, Substance Abuse and Behavioral Health Treatment office visits; individual	\$30
Outpatient Mental Health, Substance Abuse and Behavioral Health Treatment: treatment in a group setting	\$20
Inpatient Mental Health and Substance Abuse Hospital Services	\$600 per day up to 5 days
Inpatient non-Medical Transitional Residential Recovery Services – Mental Health	\$600 per day up to 5 days
Inpatient non-Medical Transitional Residential Recovery Services – Substance Abuse	\$600 per day up to 5 days
Inpatient Professional (Physician) Services	\$600 per day up to 5 days
Outpatient Partial Hospitalization <sup>8</sup>	\$30
Outpatient Mental Health and Substance Abuse Care	\$30
Methadone maintenance treatment	\$30
Inpatient Services to treat acute medical complications of detoxification	\$600 per day up to 5 days
Outpatient Chemical Dependency office visits: individual	\$30
Outpatient Chemical Dependency office visits: group setting	\$20
<b>Ostomy and Urological Supplies</b> Prescribed in accordance with our soft goods formulary guidelines L.A. Care selects the vendor, and coverage is limited to the standard supply that adequately meets your medical needs.	20%
<b>Outpatient Prescription Drug Benefits<sup>9,10</sup></b>	<b>Participating Pharmacy</b>
<b>Retail Prescriptions (up to a 30 day supply)</b>	
Contraceptive Drugs and Devices <sup>11</sup>	No charge
Formulary Generic Drugs	\$15
Formulary Brand Name Drugs	\$50
Non-Formulary Brand Name Drugs	\$70
<b>Mail Service Prescriptions (up to a 90 day supply)</b>	
Contraceptive Drugs and Devices <sup>11</sup>	No charge
Formulary Generic Drugs	\$30
Formulary Brand Name Drugs	\$100
Non-Formulary Brand Name Drugs	\$140
<b>Specialty Drugs</b> Prior authorization is required.	20%

Benefit	Member Co-payment <sup>3,4</sup>
	<b>Services by Preferred and Participating Providers<sup>3,4</sup></b>
<b>Outpatient X-Ray, Imaging, Pathology, and Laboratory Benefits</b> Note: Benefits in this section are for diagnostic, non-preventive health Services and for diagnostic radiological procedures, such as CT scans, MRIs, MRAs and PET scans, etc. For Benefits for Preventive Health Services, see the Preventive Health Benefits section of this Summary of Benefits.	
Outpatient diagnostic laboratory and pathology including Papanicolaou test performed in an Outpatient Laboratory Center or Outpatient Hospital	\$30
Outpatient diagnostic X-ray and imaging, including mammography performed in an Outpatient Radiology Center or Outpatient Hospital	\$50
Imaging Services including CT, PET scans and MRIs performed in the Outpatient department of a Hospital or free-standing outpatient center Prior authorization is required.	\$250
Nuclear Medicine Imaging Prior authorization is required	\$250
<b>Pediatric Services</b>	
Asthma care – nebulizers	20%
Asthma care – inhaler spacers, peak flow meters	20%
Asthma care education	No charge
<b>PKU Related Formulas and Special Food Products Benefits</b>	
PKU	\$30
<b>Podiatric Benefits</b>	
Podiatric Services provided by a licensed doctor of podiatric medicine	\$30
<b>Pregnancy and Maternity Care Benefits</b>	
Preconception and Prenatal Physician office visits, including prenatal diagnosis of genetic disorders of the fetus by means of diagnostic procedures in cases of high-risk pregnancy	No charge
All necessary Inpatient Hospital Services for normal delivery, Cesarean section, and complications of pregnancy	\$600 per day up to 5 days
Postnatal Physician office visits	\$30
Routine newborn circumcision performed in the office, ASC or outpatient hospital	\$600
<b>Preventive Health Benefits</b>	
Preventive Care, Screenings and Immunizations Including preventive general cancer screenings, cervical cancer screenings (HPV screenings and vaccinations), mammography for breast cancer screenings, prostate specific antigen tests, fecal blood occult test, cholesterol tests (lipid panel and profile), diabetes screening (fasting blood glucose tests), certain sexually transmitted disease (STD) tests, HIV tests, Diethylstilbestrol services, aortic aneurysm screenings, retinal photography screenings, bone density DEXA and CT scans. See additional information in the preventive care section of the EOC.	No charge
Routine Physical Exam	No charge
Well Child Preventive Exam (up to age 23 months)	No charge
<b>Professional (Physician) Benefits</b>	
Physician office visits Note: For other services with the office visit, you may incur an additional Benefit Co-payment as listed for that service within this Summary of Benefits. This additional Benefit Co-payment may be subject to the Calendar Year Medical Deductible.	\$30
Specialist office visits	\$50

Benefit	Member Co-payment <sup>3,4</sup>
	<b>Services by Preferred and Participating Providers<sup>3,4</sup></b>
Urgent Care visits	\$60
<b>Prosthetic and Orthotic Benefits</b>	
Office visits	\$30
Prosthetic equipment and devices <sup>13</sup>	20%
<b>Reconstructive Surgery Benefits</b>	
Physician office visits	\$50
Ambulatory Surgery Center Outpatient Surgery Facility Services	\$600
Inpatient Hospital Services	\$600 per day up to 5 days
Outpatient department of a Hospital	\$600
<b>Rehabilitation and Habilitation Services Benefits (Physical, Occupational and Respiratory Therapy)</b>	
Rehabilitation Services by a physical, occupational, or respiratory therapist in the following settings:	
Office location	\$30 <sup>9</sup>
Outpatient department of a Hospital	\$30
Rehabilitation unit of a Hospital for Medically Necessary days In an Inpatient facility, this Co-payment is billed as part of Inpatient Hospital Services	\$30
Skilled Nursing Facility Rehabilitation Unit for Medically Necessary days Up to a Benefit maximum of 100 days per Member, per Calendar Year. These Services have a Calendar Year day maximum except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing Services whether rendered in a Hospital or a free-standing Skilled Nursing Facility. If your Plan has a Calendar Year facility Deductible, the number of days start counting toward the maximum when the Services are first provided even if the Calendar Year medical Deductible has not been met.	\$300 per day up to 5 days
<b>Skilled Nursing Facility Benefits</b>	
Services by a free-standing Skilled Nursing Facility Up to a Benefit maximum of 100 days per Member, per Calendar Year. These Services have a Calendar Year day maximum except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing Services whether rendered in a Hospital or a free-standing Skilled Nursing Facility. If your benefit plan has a Calendar Year Medical Deductible, the number of days start counting toward the maximum when the services are first provided even if the Calendar Year Medical Deductible has not been met.	\$300 per day up to 5 days
<b>Speech Therapy Benefits</b>	
Speech Therapy Services by a Doctor of Medicine or licensed speech pathologist or certified speech therapist in the following settings:	
Office location – Services by a Doctor of Medicine	\$30 <sup>9</sup>
Office location – Services by a licensed speech pathologist or certified speech therapist	\$30
Outpatient department of a Hospital	\$600
Rehabilitation unit of a Hospital for Medically Necessary days In an Inpatient facility, this Co-payment is billed as part of Inpatient Hospital Services	\$600 Per day up to 5 days



Benefit	Member Co-payment <sup>3,4</sup>
	<b>Services by Preferred and Participating Providers<sup>3,4</sup></b>
<p>Skilled Nursing Facility Rehabilitation Unit for Medically Necessary days Up to a Benefit maximum of 100 days per Member, per Calendar Year. These Services have a Calendar Year day maximum except when received through a Hospice Program provided by a Participating Hospice Agency. This day maximum is a combined Benefit maximum for all skilled nursing Services whether rendered in a Hospital or a free-standing Skilled Nursing Facility.</p> <p>If your Plan has a Calendar Year facility Deductible, the number of days start counting toward the maximum when the Services are first provided even if the Calendar Year medical Deductible has not been met.</p>	<p>\$300 per day up to 5 days</p>
<p><b>Transplant Benefits</b> L.A. Care covers medically necessary transplants of organs, tissue, or bone marrow, which are not experimental or investigational in nature. We cover transplants of organs, tissue, or bone marrow if your physician provides a written referral for care to a transplant facility.</p>	
Hospital Services	<p>\$600 per day up to 5 days</p>
<p><b>Pediatric Vision Benefits<sup>14</sup></b> (members up to age 19)</p>	
Well vision exam (1 visit per calendar year)	No charge
<p>Prescription Glasses Includes frames and lenses. (one pair per year)</p>	No charge
<p>Contact lenses and Medically necessary contact lenses for the treatment of: keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, and irregular astigmatism</p>	No charge
Laser vision correction <sup>14</sup>	Not Covered
<p><b>Pediatric Dental Benefits</b></p>	
<p>Diagnostic and Preventive Services includes oral exam, preventive cleaning and x-ray, sealants per tooth, topical fluoride application and space maintainers-fixed</p>	No charge
<p>Basic Services Amalgam Fill – 1 surface</p>	\$25
<p>Major Services Root canal –molar</p>	\$300
Gingivectomy per quad	\$150
Extraction – single tooth exposed root	\$65
Extraction – complete bony	\$160
Porcelain with metal crown	\$300
<p>Orthodontics medically necessary orthodontics</p>	\$1000

## Summary of Benefits

### Footnotes:

1. Family deductibles and out of pocket maximums are equal to 2 times the individual values. Except for high deductible health plans linked to Health Savings Accounts (HSAs) in a family plan, an individual is responsible only for the single out of pocket deductible and a single out of pocket maximum amount. Deductibles and other cost sharing payments made by each individual in a family contribute to the family deductible or out of pocket maximum. Once the family deductible amount is satisfied by any combination of individual deductible payments plan co-pays or coinsurance apply until the family out of pocket maximum is reached, after which the plan pays all costs for covered services for all family members. Under HDHP plans, the family deductible must be satisfied before the plan pays anything for services for any individual in the family, and the family out of pocket maximums must be satisfied before any individual's cost sharing responsibility ends.
2. Member is responsible for all charges when receiving out of network care, unless services rendered are deemed a medical emergency.
3. Cost sharing amounts for all in network services accumulate toward the deductible, if the deductible applies to that service, and the out-of-pocket maximum.
4. Cost sharing for services with co-payments is the lesser of the co-payment amount or allowed amount (the maximum amount on which payment is based for covered health services).
5. For Platinum and Gold plans, hospital, inpatient and skilled nursing facility stays have no additional cost after five days.
6. Coverage for transportation by airplane, passenger car, taxi or other form of public transportation not covered.
7. Prior authorization from the MHSA for Inpatient and Outpatient Services (except Emergency or Urgent Services) is required. Initial outpatient/office visit to diagnose or determine treatment does not require prior authorization. Additional services requested by your provider will require prior authorization. Routine office-based outpatient care to diagnose or treat mental health or substance use disorders does not require pre-authorization when rendered by an in-network provider.
8. For Outpatient Partial Hospitalization Services, an episode of care is the date from which the patient is admitted to the Partial Hospitalization Program and ends on the date the patient is discharged or leaves the Partial Hospitalization Program. Any Services received between these two dates would constitute an episode of care. If the patient needs to be readmitted at a later date, then this would constitute another episode of care.
9. If charges for the drug, supply or supplement are less than the co-payment, you will pay the lesser amount. Member cost share for oral anti-cancer drugs shall not exceed \$200 per month.
10. If a Brand Name drug is requested when a Generic Drug equivalent is available, the Member is responsible for the difference between the cost to L.A. Care for the Brand Name drug equivalent.
11. There is no Co-payment or Coinsurance for contraceptive drugs and devices, however, if a Brand Name contraceptive drug is requested when a Generic Drug equivalent is available, the Member is responsible for the difference between the cost to L.A. Care for the Brand Name contraceptive drug equivalent. In addition, select contraceptives may require prior authorization to be covered without a Co-payment or Coinsurance.
12. "Other practitioner visits" includes therapy visits, other office visits not provided by either primary care or specialty physicians or not specified in another benefit category.
13. This includes pacemakers, intraocular lenses, cochlear implants, osseointegrated hearing devices, and hip joints.
14. Well vision exam, frames and lenses available once per calendar year. Lenses include single vision, lined bifocal or lenticular, polycarbonate, plastic or glass covered in full, UV and scratch covered in full. Frames from a Pediatric Exchange Collection covered in full. Contact lenses, in lieu of glasses are covered in full. Standard, one pair annually. Monthly (6-month supply), Bi-weekly (3-month supply) and Dailies (1-month supply). Limitations include the following: two pairs of glass instead of bifocals, replacement of lenses, frames or contacts, medical or surgical treatment, orthoptics, vision training or supplemental testing. Items not covered under contact lens coverage: insurance policies or service agreements, artistically painted or non-prescription lenses, additional office visits for contact lens pathology and contact lens modification, polishing or cleaning. Laser vision correction discount, 15% off of regular price or 5% off of promotional price; discounts only available from contracted facilities.

L.A. Care Covered **Gold HMO** (1/15)



The information listed below can be found on our website at [www.lacarecovered.org](http://www.lacarecovered.org):

## Basic Information

- What benefits and services are covered
- What benefits and services are not covered
- How my health plan makes decisions about when new treatments will become benefits
- What care you can and cannot get when you are out of Los Angeles County or the L.A. Care network
- How to access care when you are out of Los Angeles County
- How to change or get care from your primary care physician (PCP)
- How to get information about doctors
- How to get a referral for special care or to go to the hospital
- What to do when you need care right away or when the office is closed
- What to do if you have an emergency
- Co-payments and other charges
- How to get prescriptions filled, other pharmacy program information and updates
- What to do if you get a bill
- How to keep you and your family healthy guide

## Special Programs

L.A. Care has the following Special Programs:

- The Quality Improvement Program to tell us how we can improve quality of care, safety and services for our members. This Program tells us how to measure our progress so that we can meet our goals, provide quality services and decide what we may need to change.
- Case Management Program for members who have difficult medical problems.
- Programs to better manage diseases like diabetes and/or asthma

## How decisions are made about your care

- How our doctors and staff make decisions about your care based only on need and benefits. We do not encourage doctors to provide less care than you need and doctors are not paid to deny care.
- How to reach us if you want to know more about how decisions are made about your care
- How to appeal a decision about your care

## Member Issues

- Your rights and responsibilities as a health plan member
- How to complain when you are unhappy
- What to do if you are disenrolled from your plan
- How L.A. Care protects and uses your personal health information
- How to get help if you speak a different language

Please call us at **1-855-270-2327/1-855-576-1620** (TTY/TDD) if you would like a paper copy of this handbook.

***NCQA Approved – 9/23/2014***



# L.A. Care Covered™ Member Handbook

Subscriber Agreement & Combined Evidence of Coverage and Disclosure Form

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## L.A. Care Covered™ Member Handbook

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Covered™  
For All of L.A.**

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# Customer Service

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## Customer Service

Welcome!

Welcome to **L.A. Care Health Plan** (L.A. Care). L.A. Care is a public entity whose official name is the Local Initiative Health Authority for Los Angeles County. L.A. Care is an independent public managed care health plan licensed by the state of California. L.A. Care works with doctors, clinics, hospitals, and other providers to offer you (referred to as Member or Enrollee) quality health care services.

## What is this publication?

This publication is called a Subscriber Agreement & Combined Evidence of Coverage and Disclosure Form (also called the *Subscriber Agreement & Member Handbook*). It is a legal document that explains your health care plan and should answer many important questions about your benefits. This document contains some words and terms that you may not be familiar with. Please refer to the Definitions Section at end this Member Handbook to be sure you understand what these words and phrases mean.

Whether you are the primary Enrollee of coverage or enrolled as a family member, your *Subscriber Agreement & Member Handbook* 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.

## Term of this Subscriber Agreement, Renewal & Amendment

### ***Term of this Subscriber Agreement & Member Handbook***

This *Subscriber Agreement & Member Handbook* is effective from January 1, 2015 (or your membership effective date, if later), through December 31, 2015, unless this *Subscriber Agreement & Member Handbook* is:

- Revised under the "Amendment Process" below; or
- Terminated under the Termination Section

## ***Renewal Section***

If you comply with all the terms of this *Subscriber Agreement & Member Handbook*, we will offer to renew this *Subscriber Agreement & Member Handbook* effective January 1, 2016. We will either send you a new agreement/handbook (or post the new document on our website if you have opted to receive these documents online) to become effective immediately after the termination of this *Subscriber Agreement & Member Handbook*, or we will extend the term of this *Subscriber Agreement & Member Handbook*, in accordance with amendment process below.

## ***Amendment Process***

We may amend this *Subscriber Agreement & Member Handbook* at any time by sending you written notice at least 30 days before the effective date of the amendment (we will send the notice by e-mail if you have opted to receive these documents and notices electronically). This includes any changes in benefits, exclusions or limitations. All such amendments are deemed accepted, unless you (the Enrollee) give us written notice of non-acceptance within 30 days of the date of the notice, in which case this *Subscriber Agreement & Member Handbook* terminates on the day before the effective date of the amendment. Please refer to the Notices Section for additional information on how to send us written notice if you disagree with any amendment.

## What if I still need help?

If after you become familiar with your benefits you still need assistance, please call our Member Services Department at **1-855-270-2327** or **1-855-576-1620** (TTY/TDD) if you are deaf or hard of hearing.

Note: Your *Subscriber Agreement & Member Handbook* provides the terms and conditions of your coverage with L.A. Care. Individuals have a right to view these documents prior to enrolling with L.A. Care. Persons with special health needs should pay special attention to those sections that apply to them. You may contact or visit L.A. Care if you have specific questions



**L.A. Care  
Covered™  
For All of L.A.**

about our L.A. Care Covered™ benefit plans and services. Our information is listed below:

L.A. Care Health Plan  
1055 W. 7th Street, 10th Floor  
Los Angeles, CA 90017  
**1-855-270-2327/1-855-576-1620** (TTY/TDD)  
**www.lacarecovered.org**

By enrolling in and accepting health services under L.A. Care Covered™, Enrollees agree to abide by all terms and conditions of this *Subscriber Agreement & Member Handbook*.

## Health Information Privacy

At L.A. Care, we value the trust you (referred to as Member or Enrollee) have in us. We want to keep you as a L.A. Care Member. That's why we want to share with you the steps L.A. Care takes to keep health information about you and your family private.

To keep health information about you and your family private, L.A. Care:

- Uses secure computer systems
- Handles health information the same way, every time
- Reviews the way it handles health information
- Follows all laws about the privacy of health information

All L.A. Care staff who have access to your health information are trained on privacy laws. They follow L.A. Care guidelines. They also sign an agreement that they will keep all health information private. L.A. Care does not give out health information to any person or group who does not have a right to it by law.

L.A. Care needs some information about you so that we can give you good health care services. The routine collection, use and disclosure of your protected health information and other kinds of private information include:

- Name
- Gender
- Date of birth
- Sexual orientation

- Gender identification
- Education level
- Language you speak, read and write
- Race
- Ethnicity
- Home address
- Home or work telephone number
- Cell phone number
- Health history

L.A. Care may get this information from any of these sources:

- You
- Covered California™
- Another health plan
- Your doctor or providers of health care services
- Your application for the health care coverage
- Your health records

Before L.A. Care gives your health information to another person or group, we need your written consent. This may happen when:

- A court, arbitrator, or similar agency needs your health information
- A subpoena or search warrant is requested
- A coroner needs your health information
- Your health information is needed by law

L.A. Care may give your health information to another health plan or group to:

- Make a diagnosis or treatment
- Make payment for your health care
- Review the quality of your health care

Sometimes, we may also give your health information to:

- Groups who license health care providers
- Public agencies
- Investigators
- Probate courts
- Organ donation groups
- Federal or state agencies as required by law
- Disease management programs

If you have any questions or would like to know more about your health information, please call L.A. Care Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD).





## Identification Card (ID Card)

You will receive an ID card that shows you are an L.A. Care Member. Keep your ID card with you at all times. Show the ID card to the doctor, pharmacy, hospital, or other health care provider when you seek care.

[Draft Sample]

Front

			
<b>Effective Date:</b> <Col L>		<b>Plan Level:</b> <Col AR>	
<b>Name:</b> <placeholder name>		<b>PCP Visit:</b> <\$0000>	
<b>Member ID:</b> <placeholder ID>		<b>RxBIN:</b> 610602	
<b>PCP/Clinic:</b> <placeholder name>		<b>RxPCN:</b> NVT	
<b>PCP Phone:</b> <placeholder phone>		<b>RxGroup:</b> LCC	
<b>Medical Group:</b> <placeholder name>		<b>Rx Phone:</b> 1-844-268-9787	
<b>Medical Group Phone:</b> <placeholder phone>			

Back

<b>Member Services:</b> 1-855-270-2327 (TTY/TDD 1-855-576-1620)	
<b>Mental Health:</b> 1-877-344-2858 (TTY/TDD 1-800-735-2929)	
<b>Providers</b> can call for:	
* Pre-authorizations: <placeholder phone> Pharmacy info: 1-844-268-9787 *Pre-authorization is required for all non-emergent hospital admissions.	
<b>Nurse Advice Line</b> 1-800-249-3619 (TTY/TDD 711). If you think you have a medical or psychiatric emergency, call 911 or go to the nearest hospital. <small>This card is for identification purposes only, and does not constitute proof of eligibility.</small>	<b>Submit Medical Claims to:</b> <placeholder name> <placeholder name> <placeholder address> <placeholder address>
<b>www.lacarecovered.org</b>	

Never let anyone use your L.A. Care ID card. Letting someone else use your L.A. Care ID card with your knowledge is fraud.

To better understand the information on your ID card, please visit <http://www.lacarecovered.org/for-members/your-member-id-card>.

## The Provider Listing & Directory

L.A. Care maintains a current list of all doctors, hospitals, pharmacies, and mental health services in L.A. Care's network on its website at [www.lacarecovered.org](http://www.lacarecovered.org). You may search for providers by area, specialty, language spoken and other provider characteristics. You can also request a provider directory by calling L.A. Care's Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD).

Some hospitals and other providers may have a moral objection to providing some services. Additionally, some hospitals and other providers may not offer one or more of the following services that may be covered under your plan contract 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
- Abortion

You should obtain more information before you enroll. Call your prospective doctor, medical group, independent practice association, or clinic, or call our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) to ensure that you can obtain the health care services that you need.

## Language and Access Services

### *Information in other languages and formats*

You have the right to receive member materials in any of the following languages: English, Spanish and any language spoken by 3,000 or at least 5% L.A. Care Covered™ enrollees. You may ask for this document and other materials in large print or audio. Please call L.A. Care's Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD), if you have any questions.

### *Interpreters for members who don't speak English or are hearing or speech impaired*

We know doctors and other providers must understand you so that you can get the health care services you need. Laws like the Civil Rights Act of 1964 and the Americans with Disabilities Act (ADA) of 1990 protect you if you do not speak English or have a disability and need help communicating with your doctor.

Your doctor's office, clinic or hospital cannot deny you services because you do not speak English or because you have a disability. You have the right to free interpreting services including American Sign Language interpreters when getting health care service or other services that are paid for by your health plan, including after-hours interpreting services.

An interpreter is a person who helps you understand what is being said by the person who is giving you care. An interpreter also tells the other person what you said, but in the language that person understands. This allows people who speak different languages or who use sign language to talk with and understand each other. This is also more private because you are not telling your child, family member or friend to interpret for you.

### ***If you need interpreting services***

Interpreting services in your language, including American Sign Language, are free – 24 hours a day, seven (7) days a week. You can ask for an interpreter by calling L.A. Care’s Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD). You should not use children or family members, especially minors, as interpreters.

The Americans with Disabilities Act (ADA) of 1990 is a law that protects people with disabilities from being treated unfairly. A disability is a physical or mental condition that totally or seriously limits a person’s ability in at least one major life activity. This law protects people who:

- Are any age, including seniors (65 years of age or older), who have disabilities
- Have disabilities such as hearing, speech or vision loss, developmental disabilities, and other types of disabilities
- May not look like they have a disability or had a disability in the past

The ADA law makes sure there are equal chances for people with disabilities in employment and in state and local government services, including health care.

A doctor’s office, clinic or hospital can’t deny you services because you are hearing impaired or have other disabilities. Call L.A. Care’s Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) right away if you don’t get the services you need or if services are hard to get.

### ***Complaints***

You can also file a complaint if:

- You can’t get an interpreter
- You couldn’t get information in your language
- You feel that you were denied services because of a disability

You can learn more about this in the “*Grievances and Appeals*” section of this *Subscriber Agreement & Member Handbook*.

L.A. Care sees to it that provider offices may be accessed by the disabled. If you cannot find a provider who meets your needs, please call L.A. Care.

If you believe that L.A. Care or its Participating Provider Groups (PPGs) have not met your disability access needs, you may file a grievance with L.A. Care.

## **Service Area**

The Service Area for L.A. Care Covered™ is Los Angeles County (excluding Catalina Island). You and your Eligible Dependents must live in the Service Area and must select or be assigned to a PCP who is located sufficiently close to your home or workplace to ensure reasonable access to care, as determined by L.A. Care. Upon change of residence outside L.A. Care’s Service Area, your coverage under L.A. Care Covered™ will terminate as required by Covered California™.

### ***If you travel outside of Los Angeles County***

As a member of L.A. Care Covered™, your service area is Los Angeles County (excluding Catalina Island). All locations outside of Los Angeles County are out of your service area.

Routine care is not covered out of service area. Emergency and urgent care services are covered outside of Los Angeles County.

### ***Outside of Los Angeles County?***

If you have an emergency when you are not in Los Angeles County, you can get emergency services at the nearest emergency facility (doctor’s office, clinic, or hospital). Emergency services do not require a referral or an okay from your PCP.

If you are admitted to a hospital not in L.A. Care’s network or to a hospital your PCP or other doctor does not work at, L.A. Care has the right to move you to a network hospital as soon as medically safe.

Your PCP must provide follow-up care when you leave the hospital.

Please see the “Emergency Services” section for more details on emergency care.

## Timely Access to Non-Emergency Health Care Services

The California Department of Managed Health Care (DMHC) adopted new regulations (Title 28, Section 1300.67.2.2) for health plans to provide timely access to non-emergency health care services to members. Health care service plans must comply with these new regulations as of January 18, 2011.

Please contact L.A. Care Health Plan's Nurse Advice Line at **1-800-249-3619**, 24 hours a day, 7 days a week to access triage or screening services by telephone.

## Helpful information at [www.lacarecovered.org](http://www.lacarecovered.org) on the Internet

Do you use the Internet? Our website [www.lacarecovered.org](http://www.lacarecovered.org) is a great resource. You can:

- Find a doctor
- Request to change your doctor
- Learn about your benefits
- Learn about options to pay your premium
- Request member documents and forms
- Learn more about privacy rights
- Find out about your rights and responsibilities
- File a complaint (called a "grievance")

You can check your eligibility for medical coverage. You can even request to change your doctor or medical group. Since this information is private, you will need to log in. Go to [www.lacarecovered.org](http://www.lacarecovered.org) and then click "**I Am A Member**" to find out what to do. (Be sure to have your ID card ready as we ask for your Member ID number).

# Member Bill of Rights

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As a Member of L.A. Care, you have a right to...

**Respectful and courteous treatment.** You have the right to be treated with respect, dignity and courtesy from L.A. Care providers and staff. You have the right to be free from retaliation or force of any kind when making decisions about your care. You have the right to be free from restraint (including physical and mechanical restraints and drugs), used as a means of coercion, discipline, convenience or retaliation.

**Privacy and confidentiality.** You have a right to have a private relationship with your provider and to have your medical record kept confidential. You also have a right to receive a copy of and request corrections to your medical record. If you are a minor, you have a right to certain services that do not need your parent's consent.

**Choice and involvement in your care.** You have the right to receive information about L.A. Care, its services, its doctors, and other providers. You have the right to choose your Primary Care Physician (doctor) from the doctors and clinics listed in L.A. Care's website or provider directory. You also have the right to get appointments within a reasonable amount of time. You have a right to talk with your doctor about any care your doctor provides or recommends. You have the right to a second opinion. You have a right to information about treatment regardless of the cost or what your benefits are. You have the right to say "no" to treatment. You have a right to decide in advance how you want to be cared for in case you have a life-threatening illness or injury.

**Receive Timely Customer Service.** You have the right to wait no more than 10 minutes to speak to a customer service representative during L.A. Care's normal business hours.

**Voice your concerns.** You have the right to complain about L.A. Care, our providers, or the care you get without fear of losing your benefits. L.A. Care will help you with the process. If you do not agree with a decision, you have a right to ask for a review. You have a right to disenroll from L.A. Care whenever you want.

**Service outside of L.A. Care's provider network.** You have a right to receive emergency or urgent services outside L.A. Care's provider network. You have the right to receive emergency treatment whenever and wherever you need it.

**Service and information in your language.** You have the right to request an interpreter at no charge instead of using a family member or friend to interpret for you. You should not use children to interpret for you. You have the right to request other member materials in a language or format (such as large print or audio) you understand.

**Know your rights.** You have the right to receive information about your rights and responsibilities. You have the right to make recommendations about these rights and responsibilities.

As a Member of L.A. Care, you have a responsibility to...

**Act courteously and respectfully.** You are responsible for treating your L.A. Care doctor and all our providers and staff with courtesy and respect. You are responsible for being on time for your visits or calling your doctor's office at least 24 hours before the visit to cancel or reschedule.

**Give up-to-date, accurate and complete information.** You are responsible for giving correct information to all of your providers. You are responsible for getting regular check-ups and telling your doctor about health problems before they become serious. You are responsible for notifying L.A. Care as soon as possible if you are billed by mistake by a provider.

**Follow your Doctor's advice and take part in your care.** You are responsible for talking over your health care needs with your doctor, developing and agreeing on goals, doing your best to understand your health problems, and following the treatment you both agree on.

**Use the Emergency Room only in an emergency.** You are responsible for using the emergency room in cases of an emergency or as directed by your doctor or L.A. Care's



24-hour, free nurse advice line. If you are not sure you have an emergency, you can call your doctor or call our free nurse advice line at **1-800-249-3619**.

**Report wrongdoing.** You are responsible for reporting health care fraud or wrongdoing to L.A. Care. You can report without giving your name by calling the L.A. Care Compliance Helpline toll-free at **1-800-400-4889**.

# How to Get Care

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Please read the following information so that you will know how and where to get care.

## Primary Care Physician (PCP)

Please read the following information so you will know from whom or what group of providers, health care may be obtained.

All L.A. Care Members must have a Primary Care Physician (PCP). The name and phone number of your PCP is found on your L.A. Care ID card. Except for emergency services, your PCP will arrange all your health care needs, refer you to specialists, and make hospital arrangements.

Each PCP works with a Participating Provider Group (PPG), which is another name for medical group. Each PPG works with certain specialists, hospitals, and other health care providers. The PCP you choose determines which health care providers are available to you.

## What is the difference between an Enrollee and an Enrolled Dependent?

While both are Members of L.A. Care, there's a difference between an Enrollee and an Enrolled Dependent. An Enrollee is the Member who enrolled with L.A. Care after being determined eligible by Covered California™. The Enrollee pays the monthly premiums to L.A. Care for his or her health care coverage for him- or herself and any Enrolled Dependent(s). An Enrolled Dependent is someone, such as a child, whose dependent status with the Enrollee allows him or her to be a Member of L.A. Care.

**Why point out the difference?** Because Enrollees often have special responsibilities, including sharing benefit updates with any Enrolled Dependent(s). Enrollees also have special responsibilities that are noted throughout this publication. If you're an Enrollee, please pay attention to any instructions given specifically for you.

## Scheduling Appointments

**Step 1:** Call your PCP

**Step 2:** Explain why you called

**Step 3:** Ask for an appointment

Your PCP's office will tell you when to come in and how much time you will need with your PCP. (Please see the "Summary of Benefits" section to know which services require co-payments).

Clinic and doctor appointments are generally available Monday through Friday between 8:00 a.m. and 4:30 p.m. Evening and Saturday clinic/doctor office appointments may be available at some L.A. Care sites. Please call your PCP office to confirm his/her hours or you may check our online provider directory at [www.lacarecovered.org](http://www.lacarecovered.org).

If you need medical advice during clinic/doctor office hours, you may call your PCP and speak to her/him or call L.A. Care's Nurse Advice line at **1-800-249-3619**. If you need care when your PCP's office is closed (such as after normal business hours, on the weekends or holidays), call your PCP's office. Ask to speak to your PCP or to the doctor on call. A doctor will call you back.

You can also call the nurse advice line number that is on your ID card. This number is available to you 24 hours a day, seven (7) days a week, to help answer your health care questions and have your health concerns and symptoms reviewed by a registered nurse. This service is free of charge and available to you in your language. The PCP or L.A. Care nurse will answer your questions and help you decide if you need to come into the clinic/doctor's office.

For urgent care (this is when a condition, illness or injury is not-life threatening, but needs medical care right away), call or go to your nearest urgent care center. Many of L.A. Care's doctors have urgent care hours in the evening, on weekends or during holidays.

If you cannot come in for your appointment, you should call as far ahead as possible to let the clinic or doctor's office know. You can schedule another appointment at that time. Waiting time for an appointment may be extended if the provider determines that a longer waiting time will not

have a detrimental impact on your health. The rescheduling time of appointments shall be appropriate for your health care needs and shall ensure continuity of care.

L.A. Care will provide or arrange for 24 hours a day, 7 days a week, triage or screening services by telephone. Telephone triage or screening services waiting time will not exceed 30 minutes.

L.A. Care will ensure that all health providers have an answering service or answering machine during non-business hours that provide urgent or emergency care instructions to contact the on-call health provider.

## How to change your PCP

Each member of your household that is enrolled with L.A. Care Covered™ may select a different PCP. Upon enrollment, you should contact L.A. Care's Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) to select a PCP. If you and your Enrolled Dependent(s) did not actively select a PCP after enrolling, L.A. Care assigned a PCP to each of you based on the following criteria:

- The language you speak;
- The distance to a PCP office near your house. We try to assign you a PCP within 10 miles; and
- The PCP's specialty most appropriate for the Member's age.

If you would like to change your or your Enrolled Dependent's PCP, please call L.A. Care's Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD). You may also make this change by visiting our website at [www.lacarecovered.org](http://www.lacarecovered.org). Click on the following:

- **I Am A Member**
- Follow the instructions to change your doctor.
- The request must be received by the 20th day of the month to be effective the first day of the next month. If the request is received after the 20th day of the month, it will be effective one month later.
- If your new PCP works with a different PPG, this may also change the hospitals, specialists, and other health care providers from whom you may receive health care.

## How to Get Information about Doctors and Specialists Who Work with L.A. Care

We are proud of our doctors and their professional training. If you have questions about the professional

qualifications of network doctors and specialists, call L.A. Care at **1-855-270-2327/1-855-576-1620** (TTY/TDD). L.A. Care can tell you about the medical school they attended, their residency, or board certification.

## Health Risk Assessment

When you enroll with L.A. Care Covered™, it is important that we understand how we can be of assistance to you. Your Welcome Packet contains a form called a Health Risk Assessment (HRA). The HRA includes questions that help us to better know your health care needs and how we can be of assistance to you. The information you provide will be kept confidential and shared only with your PCP or your care team. **It is important that you complete the Health Risk Assessment in the first four (4) months or 120 days of becoming a L.A. Care Covered™ Member. Adults who successfully complete their HRA within 120 days, may be eligible to receive a \$25 Target GiftCard®.**

You can go online to complete your Health Risk Assessment through the L.A. Care Covered™ website at [www.lacarecovered.org](http://www.lacarecovered.org) by logging into your Member Portal. There may also be other ways to fill out the HRA. For more information about how to complete your HRA, please call our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD).

### *New Member Check Up*

It is important for new Members to get a checkup even if they are not sick. **Be sure to schedule a checkup within the first three (3) months of becoming a L.A. Care Covered™ Member. Please call your PCP today to make an appointment for a “new member checkup.”** This visit is also called a “well visit” or “preventive health visit”. There is no co-pay for this visit. Your PCP's telephone number is on your L.A. Care ID card.

This first visit is important. Your PCP looks at your medical history, finds out what your health status is today, and can begin any new treatment you might need. You and your PCP will also talk about preventive care. This is care that helps “prevent” you from getting sick or keeps certain conditions from getting worse. Remember, children need to get a checkup every year, even when they are not sick, to make sure they are healthy and growing properly.

### *Obstetrical/Gynecological (OB/GYN) Physician Services*

A female Member may arrange for obstetrical and/or gynecological (OB/GYN) services by an obstetrician/gynecologist or family practice physician who is not her

designated personal physician. A referral from your PCP or from the affiliated PPG is not needed. However, the obstetrician/gynecologist or family practice physician must be in the same PPG your PCP is in. Obstetrical and gynecological services are defined as:

- Physician services related to prenatal, perinatal, and postnatal (pregnancy) care,
- Physician services provided to diagnose and treat disorders of the female reproductive system and genitalia,
- Physician services for treatment of disorders of the breast,
- Routine annual gynecological examinations.

It is important to note that services by an OB/GYN or family practice physician outside of the PCP's medical group without authorization will not be covered under this benefit plan. Before making the appointment, you should call your PCP office or the Member Services Department at the telephone number indicated on your identification card to confirm that the OB/GYN is in the PPG. The OB/GYN physician services are separate from the specialist services described below under "*Referrals to Specialty Physicians*".

### ***Referrals and Prior Authorizations***

A referral is a request for health care services that are not usually provided by your PCP. All health care services must be approved by your PCP's PPG before you get them. This is called prior authorization. Prior authorization is required for all in-network and out-of-network providers.

There are different types of referral requests with different timeframes as follows:

- Routine or regular referral – 5 business days
- Urgent referral – 24 to 48 hours
- Emergency referral – same day

Please call L.A. Care if you do not get a response within the above time frames.

The following services do not require a prior authorization:

- Emergency services (go to "*Emergency Care Services*" section for more information)
- Preventive health services (including immunizations)
- Obstetrician and gynecological services in-network

All health care services are reviewed, approved, or denied according to medical necessity. Call L.A. Care's Member Services Department if you would like a copy of

the policies and procedures used to decide if a service is medically necessary. The number is **1-855-270-2327/1-855-576-1620** (TTY/TDD).

### ***Referrals to Specialty Physicians***

Specialists are doctors with training, knowledge, and practice in one area of medicine. For example, a cardiologist is a heart specialist and who has years of special training to deal with heart problems.

Your PCP will ask for prior authorization if he or she thinks you should see a specialist.

### ***Behavioral Health Care***

Mental health services may include treatment for anxiety, behavior health problems or depression. Your PCP will provide you with some outpatient mental health services, within the scope of their training and practice. Specialized mental health services may be needed for services beyond your PCP doctor's training and practice and may require a referral to a provider that specializes in behavioral health treatment.

### ***Referral to Non-physician Providers***

You may get services from non-physician providers who work in your PCP's office. Non-physician providers may include, but are not limited to, clinical social workers, family therapists, nurse practitioners, and physician assistants.

### ***Standing Referrals***

You may have a chronic, life-threatening or disabling condition or disease such as HIV/AIDS. If so, you may need to see a specialist or qualified health care professional for a long length of time. Your PCP may suggest, or you may ask for, what is called a standing referral.

A standing referral to a specialist or qualified health care professional needs prior authorization. With a standing referral, you will not need authorization every time you want to visit the specialist or qualified health care professional. You may ask for a standing referral to a specialist that works with your PCP or with a contracted specialty care center.

The specialist or qualified health care professional will develop a treatment plan for you. The treatment plan will show how often you need to be seen. Once the treatment plan is approved, the specialist or qualified health care professional will be authorized to provide health services. The specialist will provide health services in his or her area of expertise and training and based on the treatment plan.



## Second Opinions

### What is a second opinion?

A second opinion is a visit with another doctor when you:

- Question a diagnosis, or
- Do not agree with the PCP's treatment plan, or
- Would like to confirm the treatment plan.

The second opinion must be from a qualified health care professional in L.A. Care's or your PPG's network. If there is no qualified health care professional in the network, L.A. Care or your PPG will make arrangements for one. You have the right to ask for and to get a second opinion and to ask for timeliness for making routine and urgent opinions available.

### What do you need to do?

**Step 1:** Talk to your PCP or L.A. Care and let him/her know you would like to see another doctor and the reason why.

**Step 2:** Your PCP or L.A. Care will refer you to a qualified health care professional.

**Step 3:** Call the second opinion doctor to make an appointment.

If you do not agree with the second opinion, you may file a grievance with L.A. Care. Refer to the "*Grievance and Appeals*" section for more information.

## How to Find a Pharmacy

L.A. Care works with many pharmacies. The drugs prescribed by your PCP or specialist must be filled at one of these pharmacies. You can receive a 90-day supply of maintenance medications at certain local pharmacies. Ask your doctor to write a 90-day prescription.

### To find a pharmacy near you:

Visit the L.A. Care website at [www.lacarecovered.org](http://www.lacarecovered.org) to find a pharmacy in your neighborhood. Click on each of the following:

- **I Am A Member**
- Pharmacy Information
- Find a Pharmacy

You can also click on **How to Get Your Prescriptions Filled** for more information.

You may also call our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) or the Pharmacy Help Desk toll free number listed on the back side of your Plan ID Card for assistance.

Be sure to show your L.A. Care ID card when you fill your prescriptions at the pharmacy.

### What drugs are covered?

L.A. Care uses a formulary of approved drugs. A formulary is a list of drugs that are generally accepted in the medical community as safe and effective. The formulary is reviewed and approved by a committee of L.A. Care's participating physicians and pharmacists on a quarterly basis. You can view the formulary on L.A. Care's website, [www.lacarecovered.org](http://www.lacarecovered.org). Click on each of the following:

- **I Am A Member**
- Pharmacy Information

You can also call L.A. Care's Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) to ask for a copy of the formulary. The formulary is also available in Spanish or any language spoken by 3,000 or at least 5% L.A. Care Covered™ Enrollees, or in an alternate format such as large print or audio.

Your doctor will prescribe drugs from the formulary. A drug may be included on the formulary, but your doctor may still not prescribe that drug, depending on your health status.

## Pharmacy Co-Payments

L.A. Care covers both brand name and generic drugs. Members are responsible for a co-payment for each drug filled at the pharmacy. The amount of your co-payment depends on the drug category (example: generic, preferred brand, non-preferred brand, or specialty drug) and your benefit plan (example: Gold, Silver or Bronze). Please refer to the "*Summary of Benefits*" for pharmacy co-payments, deductibles, integrated deductibles and/or out-of-pocket limits that may apply.

### The L.A. Care formulary includes:

- Approved prescription drugs
- Diabetic supplies: Insulin, insulin syringes, glucose test strips, lancets and lancet puncture devices, pen delivery systems such as EpiPens, and Anakit
- Inhaler extender devices
- Emergency Contraceptive Drugs: You may get emergency contraceptive drugs from your doctor or pharmacy with a prescription from your doctor. You may also get emergency contraceptive drugs from a certified pharmacist without a prescription.

For information on pharmacies offering emergency contraceptive drugs from certified pharmacists without a prescription, please call L.A. Care Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD).

Emergency contraceptive drugs are covered also when you receive emergency care services. You may receive emergency care services from doctors, hospitals, pharmacies or other health care professionals whether or not they are contracted with L.A. Care.

### ***Non-formulary drugs***

Sometimes, doctors may prescribe a drug that is not on the formulary. This will require that the doctor get authorization from L.A. Care. To decide if the non-formulary drug will be covered, L.A. Care may ask the doctor and/or pharmacist for more information. L.A. Care will reply to the doctor and/or pharmacist within 24 hours or one business day after getting the requested medical information.

The doctor or pharmacist will let you know if the drug is approved. After approval, you can get the drug at a pharmacy in the L.A. Care network.

If the non-formulary drug is denied, you have the right to file a grievance. (Please see the “*Grievance and Appeals*” section for more information.)

## **Emergency and Urgent Care Services**

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

There is a difference between needing care urgently and an emergency. Urgent care is when a condition, illness or injury is not life-threatening, but needs medical care right away. Many of L.A. Care’s doctors have urgent care hours in the evening and on weekends.

### ***How to get urgent care***

1. Call your PCP doctor. You may speak to an operator who answers calls for your PCP doctor’s office when closed (like after normal business hours, on the weekends or holidays).
2. Ask to speak to your PCP doctor or the doctor on call. A doctor will call you back. If your PCP doctor is not available, another doctor may answer your call. A doctor is available by phone 24 hours a day, 7 days a week, and also on the weekends and holidays.
3. Tell them about your condition and follow their instructions.

If you are outside of Los Angeles County, you do not need to call your PCP doctor or get prior authorization

before getting urgent care services. Be sure to let your PCP doctor know about this care. You may need follow-up care from your PCP doctor.

### ***Emergency services***

Emergency services are covered 24-hours a day, 7 days a week, anywhere. Emergency care is a service that a member reasonably believes is necessary to stop or relieve:

- sudden serious illnesses or symptoms
- injury or conditions requiring immediate diagnosis and treatment

Emergency services and care include ambulance, medical screening, exam and evaluation by a doctor or appropriate personnel. Emergency services include both physical and psychiatric emergency conditions, and active labor.

Examples of emergencies include but are not limited to:

- Having trouble breathing
- Seizures (convulsions)
- Lots of bleeding
- Unconsciousness/blackouts (will not wake up)
- In a lot of pain (including chest pain)
- Swallowing of poison or medicine overdose
- Broken bones
- Head injury
- Eye injury
- Thoughts or actions about hurting yourself or someone else

**If you think you have a health emergency, call 911. You are not required to call your doctor before you go to the emergency room. Do not use the emergency room for routine health care.**

### ***What to do in an emergency:***

**Call 911 or go to the nearest emergency room** if you have an emergency. Emergency care is covered at all times and in all places.

### ***What to do if you are not sure if you have an emergency:***

If you are not sure whether you have an emergency or require urgent care, please contact L.A. Care’s Nurse Advice Line at **1-800-249-3619** to access triage or screening services, 24 hours per day, 7 days per week.

### ***Post Stabilization and Follow-up Care After an Emergency***

Once your emergency medical condition has been treated at a hospital and an emergency no longer exists because your condition is stabilized, the doctor who is treating you

may want you to stay in the hospital for a while longer before you can safely leave the hospital. The services you receive after an emergency condition is stabilized are called “post-stabilization services.”

If the hospital where you received emergency services is not part of L.A. Care’s contracted network (“non-contracted hospital”), the non-contracted hospital will contact L.A. Care to get approval for you to stay in the non-contracted hospital.

If L.A. Care approves your continued stay in the non-contracted hospital, you will only be responsible for the Member’s cost-sharing portion of the hospital stay, subject to the applicable Deductible. Please note, however, that if any cost sharing is based on a percentage of billed charges, the cost is generally higher at non-contracted hospitals. If L.A. Care has notified the non-contracting hospital that you can safely be moved to one of L.A. Care’s contracted hospitals, L.A. Care will arrange and pay for you to be moved from the non-contracted hospital to a contracted hospital.

If L.A. Care determines that you can be safely transferred to a contracted hospital, and you, your spouse or legal guardian do not agree to you being transferred, the non-contracted hospital must give you, your spouse or legal guardian a written notice stating that you will have to pay for all of the cost for post-stabilization services provided to you at the non-contracted hospital after your emergency condition is stabilized.

Also, you may have to pay for services if the non-contracted hospital cannot find out what your name is and cannot get L.A. Care’s contact information to ask for approval to provide services once you are stable.

**If you feel that you were improperly billed for post-stabilization services that you received from a non-contracted hospital, please contact the L.A. Care Member Services at 1-855-270-2327/1-855-576-1620 (TTY/TDD).**

## Non-Qualified Services

Non-qualified services are any non-emergency services received in the emergency room. L.A. Care will review all emergency room services provided to Members based on the prudent lay person’s definition of emergency services. The Member must pay for the cost of any non-qualified services. (Please refer to the “*Emergency Services*” section for more information.)

## Continuity of Care

We will send you a letter in the mail if your PCP stops working with L.A. Care. We will notify you 60 days before the date your PCP stops working with L.A. Care. You can ask to keep seeing this doctor (including specialists and hospitals), if the doctor agrees and has been treating you for anything listed below:

- Acute condition – For the duration of the condition.
- Serious chronic (long-term) condition – For a period of time necessary to complete a course of treatment and arrange for a safe transfer to another provider.
- Pregnancy – Includes the rest of the pregnancy and immediate postpartum care.
- Terminal illnesses/conditions – For the length of the illness.
- Children from birth to age 36 months – For up to 12 months.
- You have a surgery or other procedure that has been authorized by the plan as part of a documented course of treatment.

New Members can also ask to keep seeing their current doctor or hospital for these conditions if they have just joined L.A. Care. If you have one of the conditions listed, ask your doctor if you can keep seeing him/her. You can also call L.A. Care Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD) on how to request continuity of care.

You need to know that the continuity of care benefit will not apply to you if:

1. You are a new Member in L.A. Care and your old health plan offered to let you keep receiving care from an out-of-network provider. *OR*
2. You had the choice to keep receiving care from your previous provider, but you decided to change health plans.

Doctors who are not contracted with L.A. Care may be required to agree to the same terms and conditions as contracted providers. If the doctor does not agree, then L.A. Care is not required to provide the services through that doctor.

# Grievance & Appeals

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## L.A. Care Grievance Process

### Complaints: What should I do if I am unhappy?

If you are not happy, are having problems or have questions about the service or care given to you, you can contact your PCP and let your PCP know. Your PCP may be able to help you or answer your questions. However, you may file a grievance with L.A. Care at anytime and do not have to contact your PCP before filing a grievance with L.A. Care.

### What is a grievance?

A grievance is a complaint. This complaint is written down and tracked. You might be unhappy with the health care services you get or how long it took to get a service, and have the right to complain. Some examples are complaints about:

- The service or care your PCP or other providers give you
- The service or care your PCP's medical group gives you
- The service or care your pharmacy gives you
- The service or care your hospital gives you
- The service or care L.A. Care gives you

## How to File a Grievance

You have many ways to file a grievance. You can do any of the following:

- Write, visit or call L.A. Care. You may also file a grievance online in English or in Spanish through L.A. Care's website at [www.lacarecovered.org](http://www.lacarecovered.org).
- Please contact L.A. Care as listed below if you need a grievance form in a language other than Spanish or English, or in another format (large print or audio).

L.A. Care Health Plan  
Member Services Department  
1055 W. 7th Street, 10th Floor  
Los Angeles, CA 90017  
**1-855-270-2327**  
TTY/TDD: **1-855-576-1620**  
[www.lacarecovered.org](http://www.lacarecovered.org)

- Fill out a grievance form at your doctor's office

L.A. Care can help you fill out the grievance form over the phone or in person. If you need interpreter services, we will work with you to make sure we can communicate with you in a language you understand.

For Members with hearing or speech loss, you may call L.A. Care's TTY/TDD telephone number for Member Services at **1-855-576-1620**.

Within five calendar days of receiving your grievance, you will get a letter from L.A. Care saying we have your grievance and are working on it. Then, within 30 calendar days of receiving your grievance, L.A. Care will send you a letter explaining how the grievance was resolved.

Filing a grievance does not affect your medical benefits. If you file a grievance you may be able to continue a medical service while the grievance is being resolved. To find out more about continuing a medical service, call L.A. Care.

### ***If you do not agree with the outcome of your grievance***

If you do not hear from L.A. Care within 30 calendar days, or you do not agree with the decision about your grievance, you may file a grievance with the Department of Managed Health Care (DMHC). For information on how to file a grievance with DMHC, go to "Review by the Department of Managed Health Care (DMHC)" section.

### ***How to file a grievance for health care services denied or delayed as not medically necessary***

If you believe a health care service has been wrongly denied, changed, or delayed by L.A. Care because it was found not medically necessary, you may file a grievance. This is known as a disputed health care service.

Within five calendar days of receiving your grievance, you will get a letter from L.A. Care saying we have received your grievance and that we are working on it. The letter will also let you know the name of the person working on your grievance. Then, within 30 calendar days you will receive a letter explaining how the grievance was resolved.

Filing a grievance does not affect your medical benefits. If you file a grievance you may be able to continue a medical service while the grievance is being resolved. To find out more about continuing a medical service, call L.A. Care.

***If you do not agree with the outcome of your grievance for health care services denied or delayed as not medically necessary***

If you do not hear from L.A. Care within 30 calendar days, or you do not agree with the decision about your grievance, you may file a grievance with the Department of Managed Health Care (DMHC). For information on how to file a grievance with DMHC, go to “*Review by the Department of Managed Health Care (DMHC)*” section.

## How to File a Grievance for Urgent Cases

Examples of urgent cases include:

- Severe pain
- Potential loss of life, limb or major bodily function
- Immediate and serious deterioration of your health

In urgent cases, you can request an “expedited review” of your grievance. You will receive a call and/or a letter about your grievance within 24 hours. A decision will be made by L.A. Care within three calendar days (or 72 hours) from the day your grievance was received.

You have the right to file an urgent grievance with DMHC without filing a grievance with L.A. Care. For information on how to file a grievance with DMHC, go to “*Review by the Department of Managed Health Care (DMHC)*” section.

***If you do not agree with the outcome of your grievance for urgent cases***

If you do not hear from L.A. Care within three calendar days (or 72 hours), or you do not agree with the decision about your grievance, you may file a grievance with the Department of Managed Health Care (DMHC). For information on how to file a grievance with DMHC, go to “*Review by the Department of Managed Health Care (DMHC)*” section.

## Independent Medical Review

You may request an Independent Medical Review (IMR) from DMHC. You have up to six months from the date of denial to file an IMR. You will receive information on how to file an IMR with your denial letter. You may reach DMHC toll-free at **1-888-HMO-2219** or **1-888-466-2219**.

There are no fees for an IMR. You have the right to provide information to support your request for an IMR. After the IMR application is submitted, a decision not to take part in the IMR process may cause you to lose certain legal rights to pursue legal action against the plan.

***When to File an Independent Medical Review (IMR)***

You may file an IMR if you meet the following requirements:

- Your doctor says you need a health care service because it is medically necessary and it is denied; or
- You received urgent or emergency services determined to be necessary and they were denied; or
- You have seen a network doctor for the diagnosis or treatment of the medical condition, even if the health care services were not recommended.
- The disputed health care service is denied, changed or delayed by L.A. Care based in whole or in part on a decision that the health care service is not medically necessary, and/or
- You have filed a grievance with L.A. Care and the health care service is still denied, changed, delayed or the grievance remains unresolved after 30 days.

You must first go through the L.A. Care grievance process, before applying for an IMR. In special cases, the DMHC may not require you to follow the L.A. Care grievance process before filing an IMR.

The dispute will be submitted to a DMHC medical specialist if it is eligible for an IMR. The specialist will make an independent decision on whether or not the care is medically necessary. You will receive a copy of the IMR decision from DMHC. If it is decided that the service is medically necessary, L.A. Care will provide the health care service.

***Non-urgent cases***

For non-urgent cases, the IMR decision must be made within 30 days. The 30-day period starts when your application and all documents are received by DMHC.

***Urgent cases***

If your grievance is urgent and requires fast review, you may bring it to DMHC’s attention right away. You will not be required to participate in the health plan grievance process.

For urgent cases the IMR decision must be made within three calendar days from the time your information is received.

Examples of urgent cases include:

- Severe pain
- Potential loss of life, limb or major bodily function
- Immediate and serious deterioration of your health

### ***Independent Medical Review for Denials of Experimental/ Investigational Therapies***

You may also be entitled to an IMR, through the Department of Managed Health Care, when we deny coverage for treatment we have determined to be experimental or investigational.

- We will notify you in writing of the opportunity to request an IMR of a decision denying an experimental/ investigational therapy within five (5) business days of the decision to deny coverage.
- You are not required to participate in L.A. Care's grievance process prior to seeking an IMR of our decision to deny coverage of an experimental/ investigational therapy.
- If a physician indicates that the proposed therapy would be significantly less effective if not promptly initiated, the IMR decision shall be rendered within seven (7) days of the completed request for an expedited review.

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

The California Department of Managed Health Care (DMHC) is responsible for regulating health care service plans. If you have a grievance against L.A. Care, you should first telephone L.A. Care at **1-855-270-2327** (TTY/TDD for the deaf and hard of hearing at **1-855-576-1620**) and use L.A. Care's grievance process before contacting the DMHC. Using this grievance procedure does not prohibit any 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 L.A. Care, or a grievance that has remained unresolved for more than 30 days, you may call the DMHC for assistance. You may also be eligible for an IMR. If you are eligible for an IMR, the IMR process will provide an impartial view 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 and urgent medical services. The Department of Managed Health Care has

a toll-free telephone, **1-888-HMO-2219**, to receive complaints regarding health plans. The hearing and speech impaired may use the department's TTY/TDD line (**1-877-688-9891**) to contact DMHC. DMHC's internet website ([www.hmohelp.ca.gov](http://www.hmohelp.ca.gov)) has complaint forms, IMR application forms and instructions online.

L.A. Care's grievance process and DMHC's complaint review process are in addition to any other dispute resolution procedures that may be available to you, and your failure to use these processes does not preclude your use of any other remedy provided by law.

L.A. Care will help you with interpreter services if you speak a language other than English. You may use the toll-free TTY/TDD numbers listed under "*How to File a Grievance*" if you are a non-hearing Member. With your written consent, your doctor may also file an appeal on your behalf.

### **Eligibility and Enrollment**

#### ***Requirements for Member Eligibility***

In order to be eligible to participate in L.A. Care Covered™, you and your dependents must meet all eligibility requirements, as determined by Covered California™, including those listed below:

- Legal Resident of California
- Reside in Los Angeles County

#### ***Eligibility for Tax Credits and Cost Sharing Reductions***

Covered California will use a single application to determine your eligibility and enrollment in this L.A. Care Covered™ Plan and to assess if you qualify for financial assistance that can lower the cost of your health insurance. There are two new types of programs available beginning 2014. 1) Tax Credits: will lower the cost of your monthly premium; and 2) Cost Sharing Reductions: will reduce your out-of-pocket costs. These programs are available to individuals and families who meet certain income requirements and do not have access to other affordable insurance. Please contact our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) or Covered California at **1-888-975-1142** for more information about the eligibility requirements for these programs.

### *Special Rules Governing Native American Indians and Alaskan Natives*

In accordance with the Affordable Care Act Native American Indians and Alaskan Natives (AI/AN) as determined eligible by Covered California may qualify for benefit plans with no cost sharing obligation for essential health benefits.

AI/AN eligible members with incomes above 300% federal poverty level (FPL), also known as a limited cost share plan, have no cost sharing on essential health benefits if a participating provider provides the services and that participating provider is also a provider of the Indian Health Service, an Indian Tribe, Tribal Organization or Urban Indian Organization or through referral under contract health services.

AI/AN members with incomes below 300% FPL also known as the zero cost share plan, have no cost sharing on essential health benefits if a participating provider provides those services or if services are rendered by the Indian Service, an Indian Tribe, Tribal Organization or Urban Indian Organization. To qualify for this benefit, you must provide proper documentation to Covered California. Please call our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) or Covered California at **1-888-975-1142** if you would like to know more information about this program.

Covered California will make all eligibility determinations for health benefit coverage and subsidy level(s), including advance premium tax credits and cost-sharing subsidies. Any changes to a Member's eligibility status, including termination, plan change, and subsidy level, will be processed by L.A. Care only after confirmation from Covered California.

Please report all income level changes, household size changes, address changes, citizenship and legal residence status changes, loss or gain of employer sponsored health insurance, and other demographic changes to Covered California™ at **1-800-300-1506** (TTY/TDD **1-888-889-4500**). These changes will help redetermine your eligibility and the amount of premium assistance or subsidy you qualify for.

### Open Enrollment Period

The open enrollment period for our QHP Members begins November 15, 2014 for coverage beginning January 1st of the following calendar year. Open enrollment periods are subject to change yearly based on Federal and State guidance. During this time, our existing Members may add eligible dependents, report demographic changes, change carriers, or change Benefit Plans by updating their application with Covered California. To do so, you may go to **www.coveredca.com**, contact Covered California™ at **1-800-300-1506** (TTY/TDD **1-888-889-4500**), or contact the L.A. Care Covered™ Enrollment Unit at **1-855-222-4239** (TTY/TDD **1-855-825-3166**). We will notify you when your enrollment period begins and the actions you need to take, if any.

### Special Enrollment

If you do not enroll when you are first eligible and later want to enroll, you can only enroll if you become eligible because you have experienced certain qualifying life events, as defined by Covered California in accordance with applicable Federal and State laws, rules and regulations (45 C.F.R. § 155.420). Examples of qualifying life events include: a qualified individual or dependent loses minimum essential coverage or an individual not previously a U.S. citizen, U.S. national or lawfully present in the U.S. individual gains such status. Please visit **www.coveredca.com** for a list of all qualifying life events or call Covered California™ at **1-800-300-1506** (TTY/TDD **1-888-889-4500**).

There are also monthly special enrollment periods for Native American Indians or Alaskan Natives. Please contact our L.A. Care Covered™ Enrollment Unit at **1-855-222-4239** (TTY/TDD **1-855-825-3166**) if you have questions regarding these special enrollment periods or about other qualifying life events.

To qualify for special enrollment period, you must apply for coverage within sixty (60) days of the qualifying life event.

### *Application Process*

To apply for L.A. Care Covered™, individuals may contact L.A. Care, Covered California™, or one of the many Certified Assister Entities in Los Angeles County (a full list is posted on Covered California's website at **www.coveredca.com**). Individuals may also complete an electronic application at **www.coveredca.com** without assistance.

***Starting Date of Coverage***

Only Covered California can approve applications and the effective date of coverage. The initial premium payment may be submitted upon successful completion of application or you may choose to wait to receive a bill from L.A. Care Health Plan. Once the application has been approved and full payment has been received for the first month, L.A. Care will send you a new Member Welcome Packet and a Health Plan ID that includes the effective date of coverage. Premium payments after the initial month must be submitted by the Enrollee directly to L.A. Care.

***Adding Dependents to Your Coverage***

If you have a new dependent as a result of marriage, birth, adoption or placement for adoption, you may enroll your dependents, provided that you request enrollment within 60 days after the marriage, birth, adoption or placement for adoption. All dependents must meet eligibility criteria, as determined by Covered California, and must be approved by Covered California before coverage can be started by L.A. Care. Please contact our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) or Covered California™ at **1-888-975-1142** if you need additional information.



# Payment Responsibilities

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## What are Premiums (Prepayment Fees)?

Premiums are monthly fees an Enrollee pays to cover the basic costs of the health care package for himself or herself and any Enrolled Dependent(s). An Enrollee must pay the health plan premiums directly to L.A. Care when due.

## Monthly Premiums

Your monthly premium is based on three major factors: 1) the benefit plan you selected (Silver, Gold, etc); 2) your age and where you reside; 3) the amount of your tax credit (the amount depends on your income level). Please refer to your eligibility approval from Covered California™ or your L.A. Care premium bill to see the amount that you must pay each month.

Once you are enrolled in L.A. Care Covered™, you will receive a monthly premium bill in the mail or via e-mail, if you prefer. To receive your bill notification through e-mail, you must first create an online payment account and select the paperless billing option. Please visit [www.lacarecovered.org](http://www.lacarecovered.org) to learn more about how to make your premium payments. Your payment will be due to L.A. Care on or before the twenty-sixth (26<sup>th</sup>) of each month to commence coverage as of the first (1st) day of the following month. If your first premium payment is not received by the 1st of the month for coverage in the same month, your payment will be considered past due and you will be sent a cancellation notice (example: if we do not receive payment by February 1st for coverage beginning February 1st). Please refer to the “*Cancellation by L.A. Care for Nonpayment of Dues*” section below for more information.

L.A. Care offers a variety of options and methods by which you may pay your monthly premium. Please call our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) to discuss these options or visit our website at [www.lacarecovered.org](http://www.lacarecovered.org).

Payments can also be made via U.S. mail by cashier's check, money order, or a personal check to the address below. Make your premium payments payable to: **L.A. Care Health Plan.**

L.A. Care Health Plan  
P.O. Box 2168  
Omaha, NE 68103

L.A. Care will not increase your premium during Calendar Year 2015 unless authorized by Covered California due to a reported demographic change which may affect your eligibility and premium amount.

**Important:** If your address changes, or if you would prefer to receive your premium statements via e-mail, please notify L.A. Care immediately by calling our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) and Covered California™ at **1-888-975-1142**.

## What are Co-payments (Other Charges)?

Aside from the monthly premium, you may be responsible for paying a charge when you receive a covered service. This charge is called a co-payment and is outlined in the Summary of Benefits. If you review your Summary of Benefits, you'll see that the amount of the co-payment depends on the service you receive. An Enrollee must always be prepared to pay the co-payment during a visit to the Enrollee's PCP, Specialist, or any other provider.

**Note: Co-payments are not required for preventive care services, prenatal care or for pre-conception visits.**

Preventive care includes, but is not limited to:

- Immunizations
- Well-child visits
- Please see the Exclusions and Limitations section in this member handbook for more information regarding what services are covered at no charge or call our Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD).

## Cost Sharing

### *General rules, examples, and exceptions*

The cost sharing is the amount you are required to pay for a covered service, for example: the deductible,



**L.A. Care  
Covered™  
For All of L.A.**

co-payment, or coinsurance. Your cost sharing for covered services will be the cost sharing in effect on the date you receive the services, except as follows:

- If you are receiving covered inpatient hospital or Skilled Nursing Facility Services on the effective date of this *Subscriber Agreement & Member Handbook*, you pay the cost sharing in effect on your admission date until you are discharged if the services were covered under your prior Health Plan coverage and there has been no break in coverage. However, if the services were not covered under your prior Health Plan coverage, or if there has been a break in coverage, you pay the cost sharing in effect on the date you receive the services.
- For items ordered in advance, you pay the cost sharing in effect on the order date (although we will not cover the item unless you still have coverage for it on the date you receive it) and you may be required to pay the cost sharing when the item is ordered. For outpatient prescription drugs, the order date is the date that the pharmacy processes the order after receiving all of the information they need to fill the prescription group.

### ***Receiving a bill***

In most cases, we will ask you to make a payment toward your cost sharing at the time you check in. Keep in mind that this payment may cover only a portion of the total cost sharing for the covered services you receive. The provider of service will bill you for any additional cost sharing amounts that are due. The following are examples of when you may get a bill:

- You receive services during your visit that were not scheduled when you made your payment at check-in. For example, if you are scheduled to receive treatment for an existing condition, at check-in we will ask you to pay the cost sharing that applies to these services. If during your visit your provider finds another problem with your health, your provider may perform or order additional unscheduled services, such as lab test or other diagnostic tests. You may have to pay separate cost sharing amounts for each of

these additional unscheduled services, in addition to the cost sharing amount you paid at check-in for the treatment of your existing condition.

- You receive services from a second provider during your visit that were not scheduled when you made your payment at check-in. For example, if you are scheduled to receive a diagnostic exam, at check-in we will ask you to pay the cost sharing that applies to these services. If during your diagnostic exam your provider confirms a problem with your health, your provider may request the assistance of another provider to perform additional unscheduled services (such as an outpatient procedure). You may have to pay separate cost sharing amounts for the unscheduled services of the second provider, in addition to the cost sharing amount you paid at check-in for your diagnostic exam.
- You go in for Preventive Care Services and receive non-preventive services during your visit that were not scheduled when you made your payment at check-in. For example, if you go in for a routine physical maintenance exam, at check-in we will ask you to pay the cost sharing that applies to these services (the cost sharing may be “no charge”). If during your routine physical maintenance exam your provider finds a problem with your health, your provider may order non-preventive services to diagnose your problem (such as laboratory tests). You may have to pay separate cost sharing amounts for the non-preventive services performed to diagnose your problem, in addition to the cost sharing amount you paid at check-in for your routine physical maintenance exam.

### **The Annual Deductible**

The annual deductible is the amount that you must pay during the calendar year for certain covered services before L.A. Care will cover those services at the applicable co-payment or co-insurance in that calendar year. The deductible is based on L.A. Care’s contracted rates with its participating providers and applies to certain service categories as defined in the “*Summary of Benefits*”. A

Member who has Enrolled Dependent(s) must satisfy the lower individual deductible amount, but the deductibles paid by each of the Enrolled Dependent(s) are added together to satisfy the family deductible for all Members in the family. For example, if the deductible for one individual is \$2,000 and the deductible for a family of two or more is \$4,000, and if you had spent \$2,000 for services subject to the deductible, then you will not have to pay any cost sharing during the rest of the calendar year. However, your Enrolled Dependents will have to continue paying the cost sharing during the calendar year until your family reaches the \$4,000 family deductible.

### Annual Out-of-Pocket Maximum

The annual out-of-pocket maximum (also called the “out-of-pocket limit”) is the highest amount you or your family (if you have Enrolled Dependent(s) receiving health coverage) are/is required to pay during one benefit year. The benefit year for L.A. Care Covered™ Members starts January 1st and ends December 31st. Please refer to the Summary of Benefits for your “Out-of-Pocket limit on expenses.”

#### *Payments that count toward the maximum*

Any cost sharing payments you make for in-network services accumulate toward the maximum out-of-pocket expense. Any amounts you pay for covered services that are subject to the deductible, also apply towards the annual out-of-pocket maximum.

#### *Keeping track of the maximum*

**Step 1:** We will keep track of your out-of-pocket payments, as reported to us by your providers of health care. However, because there are delays in reporting visits and payments, please request and save all receipts for payments you make to your health care providers for covered services.

**Step 2:** If you believe you have already met your annual out-of-pocket maximum for the current calendar year, please make a copy of your receipts, save the copy for your records, and send the originals to:

L.A. Care Health Plan  
Attn: Manager, Exchange Products  
RE: OOP Maximum  
1055 W. 7th Street, 10th Floor  
Los Angeles, CA 90017

### Member Maximum Lifetime Benefits

There is no maximum limit on the aggregate payments by the Plan for covered services provided under this Benefit Plan.

### Member Liability

Please see “*Third Party Liability*,” in the “*General Information*” section for more information on Member liability.

Members are only eligible to receive health care services that are covered services in the Qualified Health Plan (QHP) for Individuals and Families. Even if your doctor recommends that you get health care services that are not covered services, these health care services are not covered plan benefits for Members. Members are only able to get covered services as described in this Member Agreement & Handbook. If you have any questions about what are covered services, please call L.A. Care Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD).

#### *Termination of Benefits*

An Enrollee will be disenrolled from L.A. Care Covered™ for the following reasons:

- The Enrollee fails to pay premiums upon due date
- The Enrollee moves out of Los Angeles County
- The Enrollee requests disenrollment from Covered California
- The Enrollee requests transfer to another QHP
- Covered California notifies L.A. Care that Enrollee no longer meets California Legal Residency requirements
- Covered California notifies L.A. Care that Enrollee no longer qualifies for QHP benefit plan
- L.A. Care’s contract or health plan with Covered California is terminated
- The death of the Enrollee

### Request to Terminate Upon Written Notice

L.A. Care may request that Covered California terminate Enrollee’s coverage upon written notice for the following reasons:

- Fraud or deception in obtaining, or attempting to obtain, benefits under this Plan; and
- Knowingly permitting fraud or deception by another person in connection with this Plan, such as, without limitation, permitting someone else to seek benefits under this Plan, or improperly seeking payment from L.A. Care for benefits provided.

Cancellation of coverage under this Section will terminate effective upon mailing the notice of termination to the Enrollee.

Under no circumstances will an Enrollee be terminated due to health status or the need for health care services. Any Enrollee who believes his or her enrollment has been terminated due to the Enrollee'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 Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD).

***Termination due to withdrawal of this Benefit Plan:***

L.A. Care may terminate this Benefit Plan. In such instances you will be given 90 days written notice and the opportunity to enroll in any other individual and family benefit plan without regard to health status-related factors.

**Written Notice of Termination**

When a written notice of termination or non-renewal is sent to the Enrollee pursuant to this section, it shall be dated, sent to the last-known address of the Enrollee and state:

- a. The cause of termination or non-renewal with specific reference to the section of this *Subscriber Agreement & Member Handbook* giving rise to the right of termination or non-renewal;
- b. That the cause for termination or non-renewal was not the Enrollee's health status or requirements for health care services;
- c. The effective date and time of termination or non-renewal; and
- d. That notwithstanding the Member Appeals (Grievance) procedure set forth in this *Subscriber Agreement & Member Handbook*, if Enrollee believes that his or her Health Plan membership has been terminated because of his or her health status or requirements for healthcare services, Enrollee may request a review before the Director of the Department of Managed Health Care for the State of California.

**NOTE:** *If an Enrollee is terminated by L.A. Care, notice to the Enrollee is sufficient if sent to Enrollees' last known address.*

***Termination by L.A. Care for Nonpayment of Dues:***

L.A. Care may terminate your coverage for failure to pay the required premium when due. If your coverage is being terminated because you failed to pay the required premium, then coverage will end 30 days after the date for which the premium is due. We will send you written notice of the termination at least 30 days before the termination date. You will be liable for all premiums accrued while coverage under this Benefit Plan continues in force including those accrued during this 30 day grace period. The Notice Confirming Termination of Coverage will inform you of the following:

- a. That your coverage has been terminated, and the reasons for cancellation;
- b. The specific date and time when coverage for you and all your Enrolled Dependent(s) ended; and
- c. Your right to request review of the termination. The notice will also inform you that if you believe that your or your Dependent(s)' health plan enrollment has been improperly cancelled, you may request a review from the Director of the Department of Managed Health Care (DMHC). All contact information for the DMHC will be included in the letter.

***Grace Period for Nonpayment of Premiums for Individuals Receiving Advance Tax Credits***

If you and/or your Enrolled Dependent(s) are receiving advance premium tax credits to defray the cost of your monthly premium, but fail to pay the Member's portion of the monthly premium to L.A. Care by the due date, L.A. Care will send you a past due notice notifying you that your coverage will be terminated for non-payment of premium effective as of the last day of the first (1) month of grace period ("Grace Period"). The notice will explain you have a three (3) month grace period to make your payments in full before termination. The three (3) month Grace Period is offered only to individuals who are receiving advance premium tax credits.

L.A. Care will provide covered services to you only during the first month of the Grace Period. During months two (2) and three (3) of the Grace Period your coverage will be suspended. This means that L.A. Care will not provide coverage for any services you received during months two (2) and three (3) of the Grace Period. You may be billed for and have to pay for any services you receive during months two (2) and three (3) if you do not pay all of your

three (3) months of overdue premiums by the last day of the three (3) month Grace Period.

If you have not paid your full premiums by the last day of the third month, within five (5) business days of terminating your coverage, L.A. Care will mail you a Notice Confirming Termination of Coverage with the information listed in the section above (items a-c).

**Reinstatement of Coverage.** If you pay all of the overdue three (3) months of premiums by the last day of the three (3) month Grace Period, your coverage will be reinstated back to the first (1st) day of the first (1st) month of the Grace Period. If you do not reinstate your coverage on or before the end of the 3rd month of the grace period, you will be financially responsible for the cost of any services received during months two (2) and three (3) of the grace period.

If your coverage is terminated outside of the regular Covered California enrollment period and you do not qualify for special enrollment, you may lose your right to reinstate coverage.

If you pay in full by the end of your three (3) month grace period, you may submit a claim to be reimbursed for medical and pharmacy services rendered during month two (2) and three (3) of grace period. For more information on how to submit a claim for reimbursement, contact our Member Services Department at **1-855-270-2327/1-866-522-2731** (TTY/TDD).

If you are unable to make full premium payment by the end of the grace period and have sent partial premium payments, you may qualify for reimbursement. L.A. Care Health Plan will automatically calculate any overpayments and refund you. You may also contact Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD) to obtain a Request for Reimbursement Form.

### ***Disenrollment and Cancellation***

If you would like to be disenrolled from L.A. Care Covered™, please contact Covered California™ at **1-800-300-1506/1-888-889-4500** (TTY/TDD) or log into your application at **www.coveredca.com**. If you voluntarily disenroll and have made advance premium payments, you may qualify for a reimbursement. L.A. Care Health Plan will automatically calculate any overpayments and refund you. You may also contact Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD) to obtain a Request for Reimbursement Form.

### ***Cancellation by L.A. Care for Nonpayment of Dues***

If you apply for coverage successfully with L.A. Care Health Plan through Covered California, you will be responsible for paying your first premium payment in order to become a Member and begin uses your health benefits. If you do not send us your first premium payment by the due date, your coverage will be cancelled. You will receive a notice in the mail letting you know that your coverage has been cancelled due to non-payment of the first premium payment. If your coverage is cancelled during the open enrollment period, you will be able to apply again. If your coverage is cancelled after the open enrollment period closes, you will be able to apply for coverage if you experience a qualifying life event as described in this member handbook.

# Plan Benefits

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Please refer to the Summary of Benefits for member cost share information

## Acupuncture Services

Are typically provided only for the treatment of nausea or as part of a comprehensive pain management program for the treatment of chronic pain.

## Bariatric Surgery

We cover hospital inpatient care related to bariatric surgical procedures (including room and board, imaging, laboratory, special procedures, and participating physician services) when performed to treat obesity by modification of the gastrointestinal tract to reduce nutrient intake and absorption, if all of the following requirements are met:

- You complete the medical group–approved pre-surgical educational preparatory program regarding lifestyle changes necessary for long term bariatric surgery success
- A participating physician who is a specialist in bariatric care determines that the surgery is medically necessary

For covered services related to bariatric surgical procedures that you receive, you will pay the cost sharing you would pay if the services were not related to a bariatric surgical procedure. For example, see “Hospital Stay” in the *Summary of Benefits* for the cost sharing that applies for hospital inpatient care.

Travel is also covered if the member lives more than 50 miles from the facility to which the patient is referred to. We will not, however, reimburse you for any travel if you were offered a referral to a facility that is less than 50 miles from your home

## Cancer Services

### *Cancer Screening*

L.A. Care covers all generally medically accepted cancer screening tests, including those listed below:

- General Cancer Screening
- Cervical Cancer Screening
  - Human Papilloma Virus (HPV) screening
  - HPV vaccinations including, but not limited to, Gardasil® for girls and young women ages 9 through 26

- Mammography for breast cancer screening
- Prostate cancer screening
- Diethylstilbestrol services

### *Women’s Health and Cancer Rights Act.*

If you have had or are going to have a mastectomy or lymph node dissection, you may be entitled to certain benefits under the Women’s Health and Cancer Rights Act. For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for all stages of reconstruction of the breast on which the mastectomy was performed, surgery and reconstruction of the other breast to produce a symmetrical appearance, prostheses, and treatment of physical complications of the mastectomy, including lymphedemas. You and your doctor decide how long you need to stay in the hospital after the surgery based on medical necessity. These benefits will be provided subject to the same Cost Sharing applicable to other medical and surgical benefits provided under this plan.

### *Cancer clinical trials*

If you have cancer, you may be able to be part of a cancer clinical trial. A cancer clinical trial is a research study with cancer patients to find out if a new cancer treatment or drug is safe and treats a member’s type of cancer. Cancer clinical trial must meet certain requirements, when referred by your L.A. Care doctor or treating provider. It must have a meaningful potential to benefit you and must be approved by one of the following: the National Institute of Health (NIH), the Food and Drug Administration (FDA), the U.S. Department of Defense or the U.S. Veteran’s Administration. If you are part of an approved cancer clinical trial, L.A. Care will provide coverage for all routine patient care cost related to the clinical trial.

**For covered Services related to a clinical trial, you will pay the Cost Sharing you would pay if the Services were not related to a clinical trial.**

Services associated with clinical trials exclusions

- Services that are provided solely to satisfy data collection and analysis needs and are not used in your clinical management

- Services that are customarily provided by the research sponsors free of charge to enrollees in the clinical trial

If you have a life-threatening or weakened condition, or were eligible but denied coverage for a cancer clinical trial, you have the right to request an IMR on the denial. You can learn more about this in the “*Complaints: What should I do if I am unhappy?*” section.

## Chemical Dependency Services

### ***Inpatient detoxification***

We cover hospitalization in a participating hospital only for medical management of withdrawal symptoms, including room and board, participating physician services, drugs, dependency recovery services, education, and counseling.

### ***Outpatient chemical dependency care***

We cover the following services for treatment of chemical dependency:

- Day-treatment programs
- Intensive outpatient programs
- Individual and group chemical dependency counseling
- Medical treatment for withdrawal symptoms

Additional covered services include:

- Individual chemical dependency evaluation and treatment

### ***Group chemical dependency***

We cover methadone maintenance treatment for all Enrollees when medically necessary at a licensed treatment center approved by the medical group.

### ***Transitional residential recovery Services***

We cover chemical dependency treatment in a nonmedical transitional residential recovery setting approved in writing by the medical group. These settings provide counseling and support services in a structured environment.

### ***Chemical dependency services exclusion***

Services in a specialized facility for alcoholism, drug abuse, or drug addiction except as otherwise described in this “*Chemical Dependency Services*” section

### ***Dental and Orthodontic Services***

We do not cover dental and orthodontic services for adults, but we do cover some dental and orthodontic services as described in this “*Dental and Orthodontic Services*” section.

### ***Dental Services for radiation treatment***

We cover dental evaluation, X-rays, fluoride treatment, and extractions necessary to prepare your jaw for radiation therapy of cancer in your head or neck if a participating physician provides the services or if the medical group authorizes a referral to a participating dentist.

### ***Dental anesthesia***

For dental procedures at a participating facility, we provide general anesthesia and the facility’s services associated with the anesthesia if all of the following are true:

- You are under age 7, or you are developmentally disabled, or your health is compromised
- Your clinical status or underlying medical condition requires that the dental procedure be provided in a hospital or outpatient surgery center
- The dental procedure would not ordinarily require general anesthesia

We do not cover any other services related to the dental procedure, such as the dentist’s services.

### ***Dental and orthodontic Services for cleft palate***

We cover dental extractions, dental procedures necessary to prepare the mouth for an extraction, and orthodontic services, if they meet all of the following requirements:

- The services are an integral part of a reconstructive surgery for cleft palate that we are covering under “*Reconstructive Surgery*” in this “*Plan Benefits*” section
- A participating physician provides the services or the medical group authorizes a referral to a participating dentist or orthodontist

### ***Cost Sharing for dental and orthodontic services***

Dental and orthodontic services covered under this “*Dental and Orthodontic Services*” section include:

- Hospital inpatient care
- Outpatient consultations, exams, and treatment
- Outpatient surgery: if it is provided in an outpatient or ambulatory surgery center or in a hospital operating room, or if it is provided in any setting and a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort

## Diabetic Care

These services are covered for diabetics when medically necessary:

- Diabetes urine-testing supplies and insulin-administration devices: We cover ketone test strips and sugar or acetone test tablets or tapes for diabetes urine testing.
- Insulin-administration devices: We cover the following insulin-administration devices: pen delivery devices, disposable needles and syringes, and visual aids required to ensure proper dosage (except eyewear).
- Prescription drugs: see drugs section below
- Podiatric devices (such as special footwear or shoe inserts) to prevent or treat diabetes-related complications when prescribed by a participating physician or by a participating provider who is a podiatrist
- Training and health education for self-management
- Family education for self-management

## Diagnostic X-Ray and Laboratory Services

- Imaging Services that are Preventive Care Services:
  - preventive mammograms
  - preventive aortic aneurysm screenings
  - bone density CT scans
  - bone density DEXA scans
- All other CT scans, and all MRIs and PET scans are covered.
- Nuclear medicine is covered

### **Laboratory tests:**

- Laboratory tests to monitor the effectiveness of dialysis
- Fecal occult blood tests
- Routine laboratory tests and screenings that are Preventive Care Services, such as preventive cervical cancer screenings, prostate specific antigen tests, cholesterol tests (lipid panel and profile), diabetes screening (fasting blood glucose tests), certain sexually transmitted disease (STD) tests, and HIV tests
- All other laboratory tests (including tests for specific genetic disorders for which genetic counseling is available)
- Routine preventive retinal photography screenings
- All other diagnostic procedures provided by participating providers who are not physicians (such as EKGs and EEGs)

- Radiation therapy
- Ultraviolet light treatments

## Dialysis Care

After you receive appropriate training at a dialysis facility we designate, we also cover equipment and medical supplies required for home hemodialysis and home peritoneal dialysis inside our service area.

Coverage is limited to the standard item of equipment or supplies that adequately meets your medical needs. We decide whether to rent or purchase the equipment and supplies, and we select the vendor. You must return the equipment and any unused supplies to us or pay us the fair market price of the equipment and any unused supply when we are no longer covering them.

The following are covered services related to dialysis:

- Inpatient dialysis care
- Hemodialysis treatment at a plan facility
- All other outpatient consultations, exams, and treatment Exclusions:
- Comfort, convenience, or luxury equipment, supplies and features
- Non-medical items, such as generators or accessories to make home dialysis equipment portable for travel

## Durable Medical Equipment (DME)

Durable Medical Equipment (DME) is medically necessary equipment that is ordered by your physician and for use in the home. Inside our service area, we cover the durable medical equipment specified in this section for use in your home (or another location used as your home) in accord with our durable medical equipment formulary guidelines.

DME for home use is an item that is:

- Intended for repeated use
- Primarily and customarily used to serve a medical purpose
- Generally not useful to a person who is not ill or injured
- Appropriate for use in the home.

Covered DME (including repair or replacement of covered equipment, unless due to loss or misuse) is provided. We decide whether to rent or purchase the equipment, and we select the vendor. You must return the equipment to us or pay us the fair market price of the equipment when we are no longer covering it.



Examples of DME include:

- For diabetes blood testing, blood glucose monitors and their supplies (such as blood glucose monitor test strips, lancets, and lancet devices)
- Infusion pumps (such as insulin pumps) and supplies to operate the pump
- Peak flow meters
- IV pole
- Bone stimulator
- Cervical traction (over door)

### **Durable medical equipment exclusion**

Comfort, convenience, or luxury equipment or features

### **Emergency Care Services**

L.A. Care covers emergency care services 24 hours a day, 7 days a week. Emergency room visits are covered and the co-pay, if applicable, is waived if you are admitted to the hospital. Emergency care services are medically necessary covered services, including ambulance and mental health services, which a prudent layperson in good faith, would have considered necessary to stop or relieve:

- A serious illness or symptom,
- An injury, severe pain, or active labor,
- A condition that needs immediate diagnosis and treatment.

Emergency services include a medical screening, exam, and evaluation by a doctor or other appropriate personnel. Emergency services also include both physical and mental emergency conditions.

Examples of some emergencies include, but are not limited to:

- Breathing problems
- Seizures (convulsions)
- Extreme bleeding
- Unconsciousness/blackouts (will not wake up)
- Severe pain (including chest pain)
- Swallowing of poison or medicine overdose
- Broken bones

Non-emergency services given after the medical screening exam and the services needed to stabilize the condition, require that the provider get an authorization from L.A. Care.

Your PCP must provide the follow-up care for emergency services. You will be reimbursed for all charges paid by you for covered emergency services, including medical transportation services, provided by non-participating providers.

### ***Emergency Services Out of the Service Area***

If an emergency occurs while out of the service area, you may receive emergency services at the nearest emergency facility (doctor, clinic or hospital). You must report such services to L.A. Care within 48 hours, or as soon capable. Any treatment given that is not authorized by your PCP or L.A. Care, and which is later determined by L.A. Care not to be for emergency services, as defined in this handbook, will not be covered.

### ***Post Stabilization and Follow-up Care After an Emergency***

Once your emergency medical condition has been treated at a hospital and an emergency no longer exists because your condition is stabilized, the doctor who is treating you may want you to stay in the hospital for a while longer before you can safely leave the hospital. The services you receive after an emergency condition is stabilized are called “post-stabilization services.”

If the hospital where you received emergency services is not part of L.A. Care’s contracted network (“non-contracted hospital”), the non-contracted hospital will contact L.A. Care to get approval for you to stay in the non-contracted hospital. If L.A. Care approves your continued stay in the non-contracted hospital, you will not have to pay for services.

If L.A. Care has notified the non-contracting hospital that you can safely be moved to one of L.A. Care’s contracted hospitals, L.A. Care will arrange and pay for you to be moved from the non-contracted hospital to a contracted hospital.

If L.A. Care determines that you can be safely transferred to a contracted hospital, and you, your spouse or legal guardian do not agree to you being transferred, the non-contracted hospital must give you, your spouse or legal guardian a written notice stating that you will have to pay for all of the cost for post-stabilization services provided to you at the non-contracted hospital after your emergency condition is stabilized.

Also, you may have to pay for services if the non-contracted hospital cannot find out what your name is and cannot get L.A. Care’s contact information to ask for approval to provide services once you are stable.

If you feel that you were improperly billed for post-stabilization services that you received from a non-contracted hospital, please contact the L.A. Care Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD).

### ***Family Planning***

Family planning services are provided to Enrollees of child-bearing age to help them choose the number and spacing of children. These services include all methods of birth control approved by the Food and Drug Administration (FDA). You may receive family planning services and FDA-approved contraceptives from any participating health care provider that licensed to provide these services. Examples of family planning providers include:

- Your PCP
- Clinics
- Certified Nurse Midwives and Certified Nurse Practitioners
- Ob/Gyn specialists

Family planning services also include counseling and surgical procedures for the termination of pregnancy (called an abortion). Please call L.A. Care's Member Services Department at **1-855-270-2327/1-855-576-1620** (TTY/TDD) if you need more information about the centers that perform these services.

### **Health Education Services**

L.A. Care's Health Education Services program is called **Health In Motion™**. **Health In Motion™** services include an array of fun wellness workshops and group appointments to help you stay healthy and manage your chronic conditions. Come learn the skills you need to meet your health goals in an interactive and exciting way! Wellness workshops and group appointments are offered in English and Spanish at places and times convenient for you. Free interpreters can be there for other languages. If you cannot make it a workshop, an L.A. Care Certified Health Coach and/or Registered Dietician will call you and talk to you over the phone. Health topics include asthma, diabetes, heart health, chronic condition support, nutrition and exercise, among others.

L.A. Care Covered™ members can also enroll in our health and wellness programs: the **Healthy Lifestyle Program** and the **Smoke Free Program**.

**L.A. Care's Healthy Lifestyle Program** promotes whole-body wellness and can help you overcome barriers to staying fit. Program services may include:

- Helpful health education materials
- Interactive online tools and resources
- Fun and engaging workshops
- Weight Watchers coupons

- Access to an online Virtual Lifestyle Management Program (VLM)

**L.A. Care's Smoke Free Program** helps you (18 and older) live smoke free one day at a time. Program services may include:

- Education materials to help you quit
- Helpful online tools & resources
- Access to the California Smokers' Helpline
- A personal Health Coach

Health education resources include written materials, community referrals, online information, CDs/DVDs or videos, and L.A. Care's Nurse Advice Line. Resources are available in multiple languages for many health topics.

All health education services and resources are free. Call L.A. Care for more information at **1-855-270-2327/1-855-576-1620** (TTY/TDD) or go to **www.lacarecovered.org**.

### **Human Immune-Deficiency Virus (HIV) Services**

#### ***HIV Testing***

You can get confidential HIV testing from any health care provider licensed to provide these services. You do not need a referral or okay from your PCP or health plan for confidential HIV testing. Examples of where you can get confidential HIV testing include:

- Your PCP
- Los Angeles County Department of Health Services
- Family planning services providers
- Prenatal clinics

Please call L.A. Care at **1-855-270-2327/1-855-576-1620** (TTY/TDD) to request a list of testing sites.

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

"Home health care" means services provided in the home by nurses, medical social workers, home health aides, and physical, occupational, and speech therapists. We cover home health care only if all of the following are true:

- You are substantially confined to your home (or a friend's or relative's home)
- Your condition requires the services of a nurse, physical therapist, occupational therapist, or speech therapist (home health aide services are not covered unless you are also getting covered home health care from a nurse, physical therapist, occupational therapist, or speech therapist that only a licensed provider can provide)

- A participating provider determines that it is feasible to maintain effective supervision and control of your care in your home and that the services can be safely and effectively provided in your home
- The services are provided inside our service area

Services are limited to those authorized by L.A. Care to 100 visits per year, 3 visits per day, up to 2 hours per visit (nurse, social worker, physical/ occupational/ speech therapist) or 3 hours for a home health aide. If a service can be provided in more than one location, L.A. Care will work with the provider to choose the location.

Note: If a visit by a nurse, medical social worker, or physical, occupational, or speech therapist lasts longer than 2 hours, then each additional increment of 2 hours counts as a separate visit. If a visit by a home health aide lasts longer than 3 hours, then each additional increment of 3 hours counts as a separate visit. For example, if a nurse comes to your home for 2 hours and then leaves, that counts as 2 visits. Also, each person providing services counts toward these visit limits. For example, if a home health aide and a nurse are both at your home during the same 2 hours that counts as two visits.

**Exclusions:**

- Custodial care
- Care that an unlicensed family member or layperson could provide safely/effectively
- Care in the home if home does not have a safe and effective treatment setting

**Hospice**

Hospice care is a specialized form of interdisciplinary health care designed to provide palliative care and to alleviate the physical, emotional, and spiritual discomforts of a Member experiencing the last phases of life due to a terminal illness. It also provides support to the primary caregiver and the Member's family. A Member who chooses hospice care is choosing to receive palliative care for pain and other symptoms associated with the terminal illness, but not to receive care to try to cure the terminal illness. You may change your decision to receive hospice care benefits at any time.

We cover the hospice services listed below when all of the following requirements are met:

- A participating provider has diagnosed you with a terminal illness and determines that your life expectancy is 12 months or less
- The covered services are provided inside our service

- The services are provided by a licensed hospice agency that is a participating provider
- The services are necessary for the palliation and management of your terminal illness and related conditions

If all of the above requirements are met, we cover the following hospice services, which are available on a 24-hour basis if necessary for your hospice care:

- Participating physician services
- Skilled nursing care, including assessment, evaluation, and case management of nursing needs, treatment for pain and symptom control, provision of emotional support to you and your family, and instruction to caregivers
- Physical, occupational, or speech therapy for purposes of symptom control or to enable you to maintain activities of daily living
- Respiratory therapy
- Medical social services
- Home health aide and homemaker services
- Palliative drugs prescribed for pain control and symptom management of the terminal illness in accord with our drug formulary guidelines. You must obtain these drugs from plan pharmacies.
- Durable medical equipment
- Respite care when necessary to relieve your caregivers. Respite care is occasional short-term inpatient care limited to no more than five consecutive days at a time
- Counseling and bereavement services
- Dietary counseling
- The following care during periods of crisis when you need continuous care to achieve palliation or management of acute medical symptoms:
  - Nursing care on a continuous basis for as much as 24 hours a day as necessary to maintain you at home
  - Short-term inpatient care required at a level that cannot be provided at home

**Hospital Inpatient Care**

The following Inpatient hospital services are covered when authorized by L.A. Care and provided at a participating hospital. Any hospital may be used in case of an emergency without authorization.

- Room and board, including a private room if medically necessary
- Specialized care and critical care units
- General and special nursing care

- Operating and recovery rooms
- Services of participating physicians, including consultation and treatment by specialists
- Anesthesia
- Drugs prescribed in accord with our drug formulary guidelines (for discharge drugs prescribed when you are released from the hospital, please refer to “*Outpatient Prescription Drugs, Supplies, and Supplements*” in this “*Benefits and Cost Sharing*” section)
- Radioactive materials used for therapeutic purposes
- Durable medical equipment and medical supplies
- Imaging, laboratory, and special procedures, including MRI, CT, and PET scans
- Blood, blood products, and their administration
- Obstetrical care and delivery (including cesarean section)
- Physical, occupational, and speech therapy (including treatment in an organized, multidisciplinary rehabilitation program)
- Respiratory therapy
- Medical social services and discharge planning

#### **Services not covered under this “*Hospital Inpatient Care*” section**

The following types of inpatient Services are covered only as described under the following headings of this “*Plan Benefits*” section:

- Bariatric Surgery
- Chemical Dependency Services
- Clinical Trials
- Dental and Orthodontic Services
- Dialysis Care
- Hospice Care
- Mental Health Services
- Prosthetic and Orthotic Devices
- Reconstructive Surgery
- Skilled Nursing Facility Care
- Transplant Services

Exclusions: A private room in a hospital or personal or comfort items are excluded, unless medically necessary as determined by L.A. Care.

#### ***Skilled Nursing Care***

We cover up to 100 days of inpatient skilled nursing care provided by a participating skilled nursing facility. The skilled inpatient services must be customarily provided by a Skilled Nursing Facility, and above the level of custodial or intermediate care.

A benefit period begins on the date you are admitted to a hospital or Skilled Nursing Facility at a skilled level of care. A benefit period ends on the date you have 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.

We cover the following services:

- Physician and nursing services
- Room and board
- Drugs prescribed by a participating provider as part of your plan of care in the participating skilled nursing facility in accord with our drug formulary guidelines if they are administered to you in the participating skilled nursing by medical personnel
- Durable medical equipment in accord with our durable medical equipment formulary if Skilled Nursing Facilities ordinarily furnish the equipment
- Imaging and laboratory services that Skilled Nursing Facilities ordinarily provide
- Medical social services
- Blood, blood products, and their administration
- Medical supplies
- Physical, occupational, and speech therapy
- Respiratory therapy

#### **Services not covered under this “*Skilled Nursing Facility Care*” section**

Coverage for the following services is described under these headings in this “*Plan Benefits*” section:

- Outpatient Imaging & Laboratory

Exclusion: Custodial care

#### **Maternity Care**

- All preconception and prenatal visits are covered by L.A. Care.
- Delivery and inpatient services are covered.
- Maternity care includes the following:
  - Regular doctor visits during your pregnancy (called prenatal visits)
  - Ambulatory care services
  - Diagnostic and genetic testing including, but not limited to: 1) Alpha-fetoprotein testing; 2) Screening for gestational diabetes
  - Nutrition counseling, breastfeeding support, and supplies and counseling

- Labor and delivery care
- Health care six (6) weeks after delivery (called postpartum care)
- Inpatient hospital care for at least 48 hours after normal vaginal deliveries or for at least 96 hours after a Cesarean section. Coverage for inpatient hospital care may be less than 48 hours or 96 hours if: 1) The decision is made by the mother and treating physician, and 2) A post-discharge follow-up visit for the mother and newborn is made within 48 hours of discharge
- Urgently needed services necessary to prevent serious deterioration to the health of your fetus, based on reasonable belief that your pregnancy-related condition for which treatment cannot be delayed until the enrollee returns to the plan's service area.

If you are pregnant, call L.A. Care at **1-855-270-2327/1-855-576-1620** (TTY/TDD) right away. We want to make sure you get the care you need. L.A. Care will help you choose your maternity care doctor from a doctor in your network. Ask your doctor to find out more.

After giving birth, you will receive breastfeeding education and special equipment if needed. Ask your doctor, or call L.A. Care at **1-855-270-2327/1-855-576-1620** (TTY/TDD) if you have any questions.

## Medical Nutrition Therapy (MNT)

MNT is intense nutrition counseling with a registered dietitian over the phone. MNT is used to treat serious health problems such as diabetes, pre-end-stage renal disease, and obesity.

Physician referral required. Some members may not qualify.

## Medical Transportation

### ***Ambulance Services - Emergency***

Emergency transportation for a member that believes it is necessary to stop or relieve sudden serious illnesses or symptoms, or injury or conditions requiring immediate diagnosis and treatment. Ambulance transportation to the first hospital which accepts the member for emergency care is covered. This includes ambulance and ambulance transportation services provided through the 911 emergency response system.

### ***Ambulance Services – Non-emergency***

Inside the service area, we cover non-emergency ambulance and psychiatric transport van services if a Plan or Plan-contracted physician determines that your condition requires the use of services that only a licensed ambulance (or psychiatric transport van) can provide and that the use of other means of transportation would endanger your health. These services are covered only when the vehicle transports you to or from covered services.

Non-emergency transportation for the transfer of a member from a hospital to another hospital or facility or facility to home is covered when:

- Medically necessary, and
- Requested by an L.A. Care provider, and
- Authorized in advance by L.A. Care.

### ***Ambulance Services Exclusion***

Coverage for transportation by airplane, passenger car, taxi or other form of public transportation is excluded, other than a licensed ambulance or psychiatric transport van), even if it is the only way to travel to a participating provider. This provision does not exclude medically necessary air ambulance services.

## Mental Health Care

We cover services specified in this “*Mental Health Care*” section only when the services are for the diagnosis or treatment of mental disorders. A “mental disorder” is a mental health condition identified as a “mental disorder” in the “*Diagnostic and Statistical Manual of Mental Disorders,*” (DSM) that results in clinically significant distress or impairment of mental, emotional, or behavioral functioning. We do not cover services for conditions that the DSM identifies as something other than a “mental disorder.” For example, the DSM identifies relational problems as something other than a “mental disorder,” so we do not cover services (such as couples counseling or family counseling) for relational problems.

### ***“Mental Disorders” include the following conditions:***

- Severe Mental Illness of a person of any age. “Severe Mental Illness” means the following mental disorders: schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, or bulimia nervosa

- A “Serious Emotional Disturbance” of a child under age 18 means a condition identified as a “mental disorder” in the DSM, other than a primary substance use disorder or developmental disorder, that results in behavior inappropriate to the child’s age according to expected developmental norms, if the child also meets at least 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 (a) the child is at risk of removal from the home or has already been removed from the home, or (b) 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
  - the child displays psychotic features, or risk of suicide or violence due to a mental disorder
  - 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

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

We cover inpatient psychiatric hospitalization in a participating hospital. Coverage includes room and board, drugs, and services of participating physicians and other providers who are licensed health care professionals acting within the scope of their license.

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

We cover the following services when provided by participating physicians or other participating providers who are licensed health care professionals acting within the scope of their license:

- Individual and group mental health evaluation and treatment
- Psychological testing when necessary to evaluate a mental disorder
- Outpatient Services for the purpose of monitoring drug therapy

Additional covered services include:

- Individual mental health evaluation and treatment
- Group mental health treatment

### ***Behavioral Health Treatment for Autistic Spectrum Disorders***

Behavioral health treatment for members with Autistic Spectrum Disorders is covered when prescribed by a physician or licensed psychologist who is a plan provider and the treatment is provided under a treatment plan prescribed by a participating provider. Behavioral health treatment must be prior authorized and obtained from participating providers.

Behavioral Health Treatment used for the purposes of providing respite, day care, or educational services, or to reimburse a parent for participation in the treatment is not covered.

“Behavioral Health Treatment” is defined as follows: Professional services and treatment programs, including applied behavior analysis and evidence-based intervention programs that develop or restore, to the maximum extent practicable, the functioning of an individual with Autistic Spectrum Disorders.

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

- Alternative Therapies, unless the treatment is prescribed by a licensed physician and surgeon or by a licensed psychologist as Behavioral Health Treatment for Autistic Spectrum Disorders and such treatment is provided pursuant to a treatment plan administered by qualified autism providers.
- Biofeedback, unless the treatment is prescribed by a licensed physician and surgeon or by a licensed psychologist as behavioral health treatment for pervasive developmental disorder or autism, and such treatment is provided pursuant to a treatment plan administered by qualified autism providers.
- Non-skilled care that can be performed safely and effectively by family members (whether or not such family members are available to provide such services) or persons without licensure certification or the presence of a supervising licensed nurse, except for authorized homemaker services for hospice care, and except for behavioral health treatment that is provided by a Qualified Autism Service Professional or Qualified Autism Service Paraprofessional for the treatment of pervasive developmental disorders or autism.

### ***Intensive psychiatric treatment programs***

We cover at no charge the following intensive psychiatric treatment programs at a participating facility:

- Short-term hospital-based intensive outpatient care (partial hospitalization)
- 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

### ***Ostomy and Urological Supplies***

Inside our service area, we cover ostomy and urological supplies prescribed in accord with our soft goods formulary guidelines. We select the vendor, and coverage is limited to the standard supply that adequately meets your medical needs. These include:

- Adhesives – liquid, brush, tube, disc or pad
- Belts – ostomy
- Belts – hernia
- Catheters
- Drainage Bags/Bottles – bedside and leg
- Dressing Supplies
- Lubricants
- Miscellaneous Supplies: urinary connectors; gas filters; ostomy deodorants; drain tube attachment devices; soma caps tape; colostomy plugs; ostomy inserts; irrigation syringes, bulbs, and pistons; tubing; catheter clamps, leg straps and anchoring devices; penile or urethral clamps and compression devices
- Pouches – urinary, drainable, ostomy
- Skin barriers
- Tape – all sizes, waterproof and non-waterproof

Our formulary guidelines allow you to obtain non-formulary ostomy and urological supplies (those not listed on our soft goods formulary for your condition) if they would otherwise be covered and the medical group determines that they are medically necessary.

Ostomy and urological supplies exclusion: Comfort, convenience, or luxury equipment or features

### ***Outpatient Services Hospital and Outpatient Facility Services***

The following outpatient services are covered when authorized by L.A. Care and provided at a participating hospital or outpatient facility, such as an Ambulatory

Surgery Center (ASC). This includes physical, occupational, and speech therapy (as appropriate) and hospital services, which can reasonably be provided on an ambulatory basis. Related services and supplies which include:

- Operating room,
- General anesthesia,
- Treatment room,
- Ancillary services, and
- Medications which are given by the hospital or facility for use during the member's treatment at the facility.

General anesthesia for dental procedures is covered when performed at a hospital or surgery center because of a Member's medical condition, clinical status, or the severity of the dental procedure. L.A. Care will coordinate such services with the member's dental plan. Services of the dentist or oral surgeon are not covered by L.A. Care.

## **Pediatric Services**

### ***Pediatric Asthma Care***

Benefit includes nebulizers (including face mask and tubing), inhaler spacers, peak flow meters are covered. Education on the proper use of these items when medically necessary for management and treatment of asthma are covered.

### ***Pediatric Dental Care***

L.A. Care covers the following dental care benefits for members up to the age of 19. The annual deductible is waived.

Dental benefits are provided by Liberty Dental through its extensive network of dental providers. Members can contact Liberty Dental regarding provider information at **1-888-700-5243 (TTY/TDD 1-877-855-8039)**.

Covered benefits include:

- Preventive and diagnostic care including oral exam, preventive cleanings, sealants and topical fluoride application
- Basic and Major dental services including amalgam fillings, root canal and extraction services
- Orthodontia Services

### ***Coordination of Pediatric Dental Care Benefits***

For members who purchase a supplemental pediatric dental benefit plan on the Health Benefits Exchange, your pediatric dental benefits covered by L.A. Care will be paid first. Your supplemental pediatric plan covers non-covered

pediatric dental services and any cost sharing as described in your supplemental pediatric dental plan Evidence of Coverage (EOC).

### ***Pediatric Vision Care***

L.A. Care covers the following vision care benefits for members up to the age of 19. The annual deductible is waived.

Vision benefits are provided through VSP. Its extensive nationwide network of providers offers professional vision care to members covered under group vision care plans. If you are not able to locate an accessible provider, please call VSP toll-free at **1-800-877-7195**, and a customer service representative will help you find another provider. Covered benefits include the following:

- Eye exam, includes dilation if indicated
- 1 (one) pair of prescription glasses per year or contacts
- Medically necessary contact lenses for the treatment of: keratoconus, pathological myopia, aphakia, anisometropia, aniseikonia, aniridia, corneal disorders, post-traumatic disorders, and irregular astigmatism.
- Low vision services

### **Prenatal Care**

Scheduled prenatal exams and the first post partum follow-up consult is covered at no charge. Other prenatal benefits include:

- Prenatal supplements
- Diagnostic and genetic testing

### **Prescription Drugs, Supplies, and Supplements**

We cover medically necessary drugs when prescribed by a licensed participating provider acting within the scope of his or her licensure and included on the L.A. Care drug formulary.

Brand name drugs will not be provided as a plan benefit if FDA-approved generic equivalents are available. Unless such generic equivalents are medically contra-indicated.

All of the following will be provided, as medically necessary:

- Injectable medication (including insulin)
- Needles and syringes
- Blood glucose testing strips for the monitoring and treatment of insulin dependent, non-insulin dependent and gestational diabetes

- Ketone urine testing strips
- Glucagon
- Inhaler Spacers needed to inhale covered drugs
- Lancets, and lancet puncture devices
- EpiPens
- Ana-kits

With the exception of self-administered injectable drugs listed in the L.A. Care formulary (in the “*How to Get Your Prescriptions Filled*” section) injectable medication must be administered in a physician facility to be covered.

L.A. Care will provide coverage for previously approved prescriptions provided that the drug was approved for a medical condition of the Enrollee and a participating provider continues to prescribe the drug for the medical condition.

### ***Cost Sharing for outpatient drugs, supplies, and supplements***

The cost sharing for these items is as follows (for an explanation of the drug deductible, see “Drug Deductible” below:

- Generic drugs (other than those described below)
- Subject to the drug deductible, if applicable, Preferred brand-name drugs
- Subject to the drug deductible, if applicable non-preferred drugs
- Amino acid–modified products used to treat congenital errors of amino acid metabolism (such as phenylketonuria) and elemental dietary enteral formula when used as a primary therapy for regional enteritis
- Emergency contraceptive pills
- Hematopoietic agents for dialysis
- Diaphragms and cervical caps

**Note:** If charges for the drug, supply, or supplement are less than the co-payment, you will pay the lesser amount.

**Drug deductible:** In any calendar year, you must pay charges for any brand-name items covered under this section until you meet your applicable drug deductible per member (or per family) during that calendar year, except that you do not need to meet the drug deductible for the following items:

- Amino acid–modified products used to treat congenital errors of amino acid metabolism (such as phenylketonuria)
- Cancer chemotherapy drugs and certain critical adjuncts following a diagnosis of cancer



- Certain drugs for the treatment of life-threatening ventricular arrhythmias
- Diaphragms and cervical caps
- Drugs for the treatment of tuberculosis
- Elemental dietary enteral formula when used as a primary therapy for regional enteritis
- Emergency contraceptive pills
- Hematopoietic agents for dialysis and for the treatment of anemia in chronic renal insufficiency
- Human growth hormone for long-term treatment of pediatric patients with growth failure from lack of adequate endogenous growth hormone secretion
- In connection with a transplant, immunosuppressants and ganciclovir and ganciclovir prodrugs for the treatment of cytomegalovirus
- Low molecular weight heparin for acute therapy for life-threatening thrombotic disorders
- Phosphate binders for dialysis patients for the treatment of hyperphosphatemia in end-stage renal disease

The only payments that count toward this drug deductible are those you make under this *Evidence of Coverage* for covered brand-name drugs that are subject to this drug deductible. After you meet the drug deductible, you pay the applicable co-payments or co-insurance for these items for the remainder of the calendar year.

**Exclusions:**

- Experimental or investigational drugs, unless accepted for use by professionally recognized standards of practice
- Drugs or medications prescribed for cosmetic purposes
- Over-the-counter medicines, including non-prescription ointments, foams, etc.; medications not requiring a written prescription order. This exclusion does not include all FDA approved contraceptives for a woman when prescribed by her doctor, FDA approved smoking cessation products that are available over the counter and insulin. Dietary supplements/medical foods (except for medically prescribed formulas or special food products to treat Phenylketonuria [PKU], appetite suppressants or any other diet drugs or medications as medically necessary for morbid obesity)
- Hair loss or growth treatments: Items and services when prescribed for the promotion, prevention, or other treatment of hair loss or hair growth

- Disposable supplies for home use, such as bandages, gauze, tape, antiseptics, dressings, Ace-type bandages, and diapers, underpads, and other incontinence supplies
- Any requested packaging (such as dose packaging) other than the dispensing pharmacy's standard packaging
- Compounded products unless the drug is listed on our drug formulary or one of the ingredients requires a prescription by law and
- Drugs prescribed to shorten the duration of the common cold.

**Preventive Care Services**

We cover a variety of Preventive Care Services. Periodic health exams include all routine diagnostic testing and laboratory services. These include, but are not limited to:

- Periodic health maintenance exams, including well-woman exams
- Immunizations, consistent with the most current version of the Recommended Childhood Immunization Schedule/United States adopted by the Advisory Committee on Immunization Practices (ACIP).
- Sexually Transmitted Disease (STD) tests
- Cytology exams on a reasonable periodic basis
- Other age appropriate immunizations
- Acquired Immune Deficiency Syndrome (AIDS) vaccine
- Osteoporosis Services
- Eye examinations:
  - Routine exam
  - Eye refractions to determine the need for corrective lenses
  - Dilated retinal eye exams
- Health education
- All generally medically accepted cancer screening tests including, but not limited to:
  - Breast Cancer Screening
  - Prostate Cancer Screening
  - General Cancer Screening
  - Mammography Services
  - Cervical Cancer Screening
  - Diethylstilbestrol Services
- Well baby care during the first two years of life, including:
  - Newborn hospital visits newborn screenings

- Newborn health examinations, and other office visits, consistent with the most current recommendations for Preventative Pediatric Health Care as adopted by the American Academy of Pediatrics; and consistent with the most current version of the Recommended Childhood Immunization Schedule/United States, adopted by the Advisory Committee on Immunization Practices (ACIP).

### **Exclusions**

- Members will only receive exams related to their medical needs. For example, a parent's desire for physical exam will not be covered.
- Immunizations required for travel.

### **Professional Services, Office Visits and Outpatient Services**

We cover medically necessary services and consultations by physicians or other licensed health care providers acting within the scope of his or her license, professional office, inpatient hospital, skilled nursing, home, hospice, and urgent care visits, when medically necessary. Your cost sharing will vary based on the type of provider you see, the location where you receive the services, and the scope of services that you receive.

- Most specialist consultations, exams, and treatment
- Other practitioner consultations (Physician Assistant; Nurse Practitioner)
- Routine physical maintenance exams
- Well-child preventive exams (through age 23 months)
- Urgent care consultations
- Physical Therapist – Home Health
- Physical Therapist – Hospital Outpatient

### **Prosthetic and Orthotic Devices**

We do not cover most prosthetic and orthotic devices, but we do cover devices as described in this “*Prosthetic and Orthotic Devices*” section if all of the following requirements are met:

- The device is in general use, intended for repeated use, and primarily and customarily used for medical purposes
- The device is the standard device that adequately meets your medical needs
- You receive the device from the provider or vendor that we select

Coverage includes fitting and adjustment of these devices, their repair or replacement (unless due to loss or misuse), and services to determine whether you need a prosthetic or orthotic device. If we cover a replacement device, then you pay the cost sharing that you would pay for obtaining that device.

### ***Internally implanted devices***

We cover prosthetic and orthotic devices, such as pacemakers, intraocular lenses, cochlear implants, osseointegrated hearing devices, and hip joints, if they are implanted during a surgery that we are covering under another section of this section. We cover these devices.

### ***External devices***

We cover the following external prosthetic and orthotic devices:

- Prosthetic devices and installation accessories to restore a method of speaking following the removal of all or part of the larynx (this coverage does not include electronic voice-producing machines, which are not prosthetic devices)
- Prostheses needed after a medically necessary mastectomy, including:
  - Custom-made prostheses when medically necessary
  - Up to three brassieres required to hold a prosthesis every 12 months
- Podiatric devices (including footwear) to prevent or treat diabetes-related complications when prescribed by a participating physician or by a participating provider who is a podiatrist
- Compression burn garments and lymphedema wraps and garments
- Enteral formula for Members who require tube feeding in accord with Medicare guidelines

Prostheses to replace all or part of an external facial body part that has been removed or impaired as a result of disease, injury, or congenital defect

### ***Prosthetic and orthotic devices exclusions***

- Multifocal intraocular lenses and intraocular lenses to correct astigmatism
- Nonrigid supplies, such as elastic stockings and wigs, except as otherwise described above in this “*Prosthetic and Orthotic Devices*” section
- Comfort, convenience, or luxury equipment or features

- Shoes or arch supports, even if custom-made, except footwear described above in this “*Prosthetic and Orthotic Devices*” section for diabetes-related complications

## Reconstructive Surgery

We cover the following reconstructive surgery services:

- Reconstructive surgery to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors, or disease, if a participating physician determines that it is necessary to improve function, or create a normal appearance, to the extent possible.
- Following medically necessary removal of all or part of a breast, we cover reconstruction of the breast, surgery and reconstruction of the other breast to produce a symmetrical appearance, and treatment of physical complications, including lymphedemas

Additional covered reconstructive surgery services include:

- Outpatient consultations, exams, and treatment
- Outpatient surgery: if it is provided in an outpatient or ambulatory surgery center or in a hospital operating room, or if it is provided in any setting and a licensed staff member monitors your vital signs as you regain sensation after receiving drugs to reduce sensation or to minimize discomfort.
- Hospital inpatient care (including room and board, drugs, and participating physician services)

### ***Services not covered under this “Reconstructive Surgery” section***

Coverage for the following services is described under these headings in this section:

- Dental and orthodontic services that are an integral part of reconstructive surgery for cleft palate (refer to “*Dental and Orthodontic Services*”)
- Outpatient imaging and laboratory (refer to “*Outpatient Imaging and Laboratory, and Special Procedures*”)
- Outpatient prescription drugs (refer to “*Outpatient Drugs, Supplies, and Supplements*”)
- Prosthetics and orthotics (refer to “*Prosthetic and Orthotic Devices*”)

### ***Reconstructive Surgery Exclusions***

- Surgery that, in the judgment of a participating physician specializing in reconstructive surgery, offers only a minimal improvement in appearance

- Surgery that is performed to alter or reshape normal structures of the body in order to improve appearance

## Therapy – Physical, Occupational, Speech, and Other

- Physical therapy uses exercise to improve and maintain a patient’s ability to function after an illness or injury.
- Occupational therapy is used to improve and maintain a patient’s daily living skills because of a disability or injury.
- Speech therapy is used to treat speech problems.
- Water therapy and massage therapy are covered as medically necessary.

Therapy is covered and may be provided in a medical office or other appropriate outpatient setting, hospital, skilled nursing facility, or home. L.A. Care may require periodic evaluations as long as medically necessary therapy is provided.

## Transplants

L.A. Care covers medically necessary transplants of organs, tissue, or bone marrow, which are not experimental or investigational in nature. We cover transplants of organs, tissue, or bone marrow if your physician provides a written referral for care to a transplant facility. After the referral to a transplant facility, the following applies:

- If either your medical group or the referral facility determines that you do not satisfy its respective criteria for a transplant, we will only cover services you receive before that determination is made
- Health Plan, participating hospitals, your medical group, and participating physicians are not responsible for finding, furnishing, or ensuring the availability of an organ, tissue, or bone marrow donor
- In accord with our guidelines for services for living transplant donors, we provide certain donation-related services for a donor, or an individual identified by the medical group as a potential donor, whether or not the donor is a Member. These services must be directly related to a covered transplant for you, which may include certain services for harvesting the organ, tissue, or bone marrow and for treatment of complications. Our guidelines for donor services are available by calling our Member Services Department

- We provide or pay for donation-related services for actual or potential donors (whether or not they are Members) in accord with our guidelines for donor services)

If your transplant is denied on the basis that it is experimental or investigational in nature, please refer to the “*Grievance & Appeals*” section for information about your right to an “Independent Medical Review for Denials of Experimental/Investigational Therapies.”

For covered transplant services that you receive, you will pay the **cost sharing you would pay if the services were not related to a transplant**. For example, see “*Hospital Inpatient Care*” in this section for the cost sharing that applies for hospital inpatient care.

## California Children’s Services (CCS)

Children needing specialized medical care may be eligible for the California Children’s Services (CCS) program.

CCS is a California medical program that treats children with certain physical conditions and who need specialized medical care. This program is available to all children in California whose families meet certain medical, financial and residential eligibility requirements. Services provided through the CCS program are coordinated by the local county CCS office.

If a member’s PCP suspects or identifies a possible CCS eligible condition, he/she may refer the member to the local county CCS program. The CCS program (local or the CCS Regional Office) will determine if the member’s condition is eligible for CCS services.

If determined to be eligible for CCS services, a L.A. Care Covered™ Member continues to stay enrolled in the QHP product. He or she will be referred and should receive treatment for the CCS eligible condition through the specialized network of CCS providers and/or CCS approved specialty centers. These CCS providers and specialty centers are highly trained to treat CCS eligible conditions. L.A. Care will continue to provide primary care and prevention services that are not related to the CCS eligible conditions, as described in this document. L.A. Care will also work with the CCS program to coordinate care provided by both the CCS program and the plan. L.A. Care will continue to provide all other medical services not related to CCS diagnosis.

The CCS office must verify residential status for each child in the CCS program. If your child is referred to the CCS program, you will be asked to complete a short application to verify residential status, financial eligibility and ensure coordination of your child’s care after the referral has been made.

Additional information about the CCS program can be obtained by calling the Los Angeles County CCS program at **1-800-288-4584** for more information.

## Exclusions and Limitations

### **Exclusions**

The items and services listed in this “Exclusions” section are excluded from coverage. These exclusions apply to all services that would otherwise be covered under this *Subscriber Agreement & Member Handbook* regardless of whether the services are within the scope of a provider’s license or certificate. Additional exclusions that apply only to a particular benefit are listed in the description of that benefit in the “*Plan Benefits*” section.

- Adult hearing aids
- Adult routine dental services
- Artificial insemination and conception by artificial means

All services related to artificial insemination and conception by artificial means, such as: ovum transplants, gamete intrafallopian transfer (GIFT), semen and eggs (and Services related to their procurement and storage), in vitro fertilization (IVF), and zygote intrafallopian transfer (ZIFT).

**Biofeedback services**, unless the treatment is prescribed by a licensed physician and surgeon or by a licensed psychologist as behavioral health treatment for pervasive developmental disorder or autism, and such treatment is provided pursuant to a treatment plan administered by qualified autism providers.

### **Certain exams and services**

Physical exams and other services (1) required for obtaining or maintaining employment or participation in employee programs, (2) required for insurance or licensing, or (3) on court order or required for parole or probation. This exclusion does not apply if a participating physician determines that the services are medically necessary.

### **Cosmetic Services**

Services that are intended primarily to change or maintain your appearance, except that this exclusion does not apply to any of the following:

- Services covered under “*Reconstructive Surgery*” in the “*Plan Benefits*” section
- The following devices covered under “*Prosthetic and Orthotic Devices*” in the “*Plan Benefits*” section: testicular implants implanted as part of a covered reconstructive surgery, breast prostheses needed after a mastectomy, and prostheses to replace all or part of an external facial body part.

### **Chiropractic services**

Chiropractic Services and the services of a chiropractor.

### **Custodial care**

Assistance with activities of daily living (e.g., walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medicine). This exclusion does not apply to assistance with activities of daily living that is provided as part of covered hospice, Skilled Nursing Facility, or inpatient hospital care.

### **Dental and orthodontic services**

Dental and orthodontic services such as X-rays, appliances, implants, services provided by dentists or orthodontists, dental services following accidental injury to teeth, and dental services resulting from medical treatment such as surgery on the jawbone and radiation treatment.

This exclusion does not apply to services covered under “*Dental and Orthodontic Services*” in the “*Plan Benefits*” section.

### **Disposable supplies**

Disposable supplies for home use, such as bandages, gauze, tape, antiseptics, dressings, Ace-type bandages, and diapers, underpads, and other incontinence supplies. This exclusion does not apply to disposable supplies covered under “*Durable Medical Equipment for Home Use*,” “*Home Health Care*,” “*Hospice Care*,” “*Ostomy and Urological Supplies*,” and “*Outpatient Drugs, Supplies, and Supplements*” in the “*Plan Benefits*” section.

### **Hair loss or growth treatment**

Items and services when prescribed for the promotion, prevention, or other treatment of hair loss or hair growth.

### **Infertility Services**

Services related to the diagnosis and treatment of infertility.

Items and services that are not health care items and services. For example, we do not cover:

- Teaching manners and etiquette
- Teaching and support services to develop planning skills such as daily activity planning and project or task planning
- Items and services that increase academic knowledge or skills
- Teaching and support services to increase intelligence
- Academic coaching or tutoring for skills such as grammar, math, and time management
- Teaching you how to read, whether or not you have dyslexia
- Educational testing
- Teaching art, dance, horse riding, music, play or swimming
- Teaching skills for employment or vocational purposes
- Vocational training or teaching vocational skills
- Professional growth courses
- Training for a specific job or employment counseling

### **Items and services to correct refractive defects of the eye**

Items and services (such as eye surgery or contact lenses to reshape the eye) for the purpose of correcting refractive defects of the eye such as myopia, hyperopia, or astigmatism.

### **Long-term care benefits**

Includes long-term skilled nursing care in a licensed facility, and respite care. (For short-term skilled nursing care or hospice benefits, see “*Skilled Nursing Care*” under the “*Plan Benefits*” section.)

### **Non-medically necessary health care services**

Any health care services, supplies, comfort items, procedures, or equipment that is not medically necessary. This includes private rooms in a hospital, unless medically necessary.

### **Oral nutrition**

Outpatient oral nutrition, such as dietary supplements, herbal supplements, weight loss aids, formulas, and food.

This exclusion does not apply to any of the following:

- Amino acid–modified products and elemental dietary enteral formula covered under “*Outpatient Drugs, Supplies, and Supplements*” in the “*Plan Benefits*” section
- Enteral formula covered under “*Prosthetic and Orthotic Devices*” in the “*Plan Benefits*” section

### Other insurance

Services covered by any other insurance or health care service plan. L.A. Care will provide the services at the time of need. (see “*Coordination of Benefits*” section for details.)

### Residential care

Care in a facility where you stay overnight, except that this exclusion does not apply when the overnight stay is part of covered care in a hospital, a Skilled Nursing Facility, inpatient respite care covered in the “*Hospice Care*” section, a licensed facility providing residential services covered under “*Inpatient psychiatric hospitalization or intensive psychiatric treatment programs*” in the “*Mental Health Services*” section.

### Routine foot care items and services

Routine foot care items and services that are not medically necessary.

### Services not approved by the federal Food and Drug Administration

Drugs, supplements, tests, vaccines, devices, radioactive materials, and any other services that by law require federal Food and Drug Administration (FDA) approval in order to be sold in the U.S. but are not approved by the FDA. This exclusion does not apply to any of the following:

- Experimental or investigational services when an investigational application has been filed with the FDA and the manufacturer or other source makes the services available to you or L.A. Care through an FDA-authorized procedure, except that we do not cover services that are customarily provided by research sponsors free of charge to enrollees in a clinical trial or other investigational treatment protocol
- Services covered under “*Clinical Trials*” in the “*Plan Benefits*” section

If L.A. Care denies your request for services based on the determination that the services are experimental or investigational, you may request an IMR. For information about the IMR process, please refer to the “*Grievance and Appeals*” section of this *Subscriber Agreement & Member Handbook*.

### Services performed by unlicensed people

Services that are performed safely and effectively by people who do not require licenses or certificates by the state to provide health care services and where the Member’s condition does not require that the services be provided by a licensed health care provider. This exclusion does not apply to services provided as part of a behavioral health treatment plan by a Qualified Autism Service Professional or Qualified Autism Service Paraprofessional for the treatment of pervasive developmental disorders or autism.

### Services received before a member’s starting date with L.A. Care.

#### Services related to a non-covered service

When a service is not covered, all services related to the non-covered service are excluded, except for services we would otherwise cover to treat complications of the non-covered service. For example, if you have a non-covered cosmetic surgery, we would not cover services you receive in preparation for the surgery or for follow-up care. If you later suffer a life-threatening complication such as a serious infection, this exclusion would not apply and we would cover any services that we would otherwise cover to treat that complication.

#### Surrogacy

Services for anyone in connection with a surrogacy arrangement, except for otherwise-covered services provided to a Member who is a surrogate. A surrogacy arrangement is one in which a woman (the surrogate) agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child. Please refer to “*Surrogacy Arrangements*” under “*Reductions*” in this “*Exclusions, Limitations, Coordination of Benefits, and Reductions*” section for information about your obligations to us in connection with a surrogacy arrangement, including your obligation to reimburse us for any services we cover.

### **Limitations**

We will make a good faith effort to provide or arrange for covered services within the remaining availability of facilities or personnel in the event of unusual circumstances that delay or render impractical the provision of services under this *Subscriber Agreement & Member Handbook*, such as a major disaster, epidemic, war, riot, civil insurrection, disability of a large share of personnel at a participating hospital, complete or partial destruction of facilities, and labor dispute. Under these circumstances, if you have an emergency medical condition, call 911 or go to the nearest hospital, as described under “*Emergency Services*” section.

Additional limitations that apply only to a particular benefit are listed in the description of that benefit in the “*Benefits Plan*” section.

# General Information

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## Benefit Program Participation

L.A. Care will apply the health plan contract and this *Subscriber Agreement & Member Handbook* to decide your benefits. L.A. Care will serve the best interests of all persons eligible to receive benefits.

## Notices

Any notice required or permitted under this *Subscriber Agreement & Member Handbook* must be in writing and either delivered personally or by regular, registered or certified mail, U.S. Postal Service Express Mail or overnight courier, postage prepaid, or by facsimile transmission at the addresses set forth below:

*If to L.A. Care:*

L.A. Care Health Plan  
Attention: Director of Commercial Products  
1055 W. 7th Street, 10th Floor  
Los Angeles, CA 90017

*If to Member:*

Member's last address known to L.A. Care.

Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark date. If sent by regular mail, the notice shall be deemed given 48 hours after the notice is addressed and mailed with postage prepaid. Notices delivered by U.S. Postal Service Express mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the notice to the United State Postal Service or courier. If any notice is transmitted by facsimile transmission or similar means, the notice shall be deemed served or delivered upon telephone confirmation of receipt of the transmission, provided a copy is also delivered via delivery or mail.

## How a Provider Gets Paid

L.A. Care pays your doctor, hospital, or other provider in different ways:

- A fee for each service, or
- Capitation, which is a set amount, regardless of services provided.

Providers are sometimes rewarded for providing quality care to L.A. Care members. If you have any questions, please call L.A. Care.

L.A. Care works with a large number of providers to provide health care services to its members. Most of the doctors are organized into groups (also known as a Participating Provider Groups (PPG) or medical group). PPGs cannot, except for collection of co-payments, seek payment from members.

## Reimbursement Provisions – If You Receive a Bill

Members can submit provider bills or statements directly to our claims department to the following address:

L.A. Care Health Plan  
Claims Department  
P.O. Box 712129  
Los Angeles, CA 90071

You can call L.A. Care Member Services at **1-855-270-2327/1-855-576-1620** (TTY/TDD). This call is free.

## Independent Contractors

L.A. Care physicians, PPGs, hospitals, and other health care providers are not agents or employees of L.A. Care. Instead, they are independent contractors. Although L.A. Care regularly credentials the doctors who provide services to members, L.A. Care does not, itself, provide these services. As such, L.A. Care is not responsible for the actions or omissions of any person who does provide these services to members. This includes any doctor, hospital, or other provider or their employees.



## Review by the Department of Managed Health Care (DMHC)

A member may ask for a review by the DMHC if L.A. Care cancels or refuses to renew a member's enrollment, and the member feels that it was due to reasons of health or use of benefits.

The member can call the DMHC toll-free at **1-888-HMO-2219 (1-888-466-2219)**.

## Coordination of Benefits

L.A. Care will coordinate benefits for members, even in cases when members are eligible for:

- Other health benefits [such as California Children's Services (CCS)],
- Another contract, or
- Another government program.

L.A. Care will coordinate payments for covered services based on California state law and regulations, and L.A. Care policies.

In the event that L.A. Care covers benefits greater than required by law, L.A. Care or the PPG has the right to recover the excess payment from any person or entity which may have benefited from the excess payment. As an L.A. Care member, you agree to help L.A. Care in recovering any over payment.

## Third Party Liability

L.A. Care will provide covered services where an injury or illness is caused by a third party. The term "third party" includes insurance companies, individuals, or government agencies. Under California state law, L.A. Care or the PPG may assert a lien on any payment or right to payment, which you have or may have received as a result of a third party injury or illness. The amount of this lien claim may include:

- Reasonable and true costs paid for health care services given to you, and
- An additional amount under California state law.

As a member, you also agree to assist L.A. Care in recovering payments for services provided. This may require you to sign or provide documents needed to protect the rights of L.A. Care.

## Public Policy Participation

L.A. Care is an independent public managed care health plan run by a Board of Governors. The L.A. Care Board of Governors meets monthly. L.A. Care encourages you to:

- Attend Board of Governors meetings
- Offer public comment at the Board of Governors meeting
- Take part in establishing policies that assure the comfort, dignity and convenience of members, their families, and the public when seeking health care services. (Health and Safety Code 1369)

## Regional Community Advisory Committees (RCACs)

There are 11 L.A. Care Regional Community Advisory Committees (RCACs) in Los Angeles County. "RCAC" is pronounced "Rack." The purpose of the RCAC is to:

- Talk about member issues and concerns, and resolve them through L.A. Care Member Services
- Advise the L.A. Care Board of Governors
- Educate and empower the community on health care issues

RCAC's meet once a month. RCAC members include L.A. Care members, member advocates (supporters), and health care providers. For more information about RCACs, call L.A. Care Community Outreach and Education at **1-888-522-2732**. This call is free.

## Notice of Information Practices

The Insurance Information and Privacy Protection Act states that "L.A. Care may collect personal information from person(s) other than the person(s) applying for insurance coverage." L.A. Care will not disclose any personal information without written consent. If you have applied for insurance coverage through L.A. Care, you can have access to your personal information collected through the application process.

## Governing Law

L.A. Care must abide by any provision required to be in this benefit program by any of the laws listed below, even if they are not found in this *Subscriber Agreement & Member Handbook* or the health plan contract. [California Knox-Keene Act (Chapter 2.2 of Division 2 of the California Health and Safety Code), and Title 28 regulations].

## New Technology

L.A. Care follows changes and advances in health care. We study new treatments, medicines, procedures, and devices. We call all of this “new technology.” We review scientific reports and information from the government and medical specialists. Then we decide whether to cover the new technology. Members and providers may ask L.A. Care to review new technology.

## Natural Disasters, Interruptions, Limitations

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. L.A. Care will later provide appropriate reimbursement.

## Acceptance of Member Agreement & Handbook

Enrollee accepts the terms, conditions and provisions of this *Subscriber Agreement & Member Handbook* upon completion and execution of the enrollment form, by selecting L.A. Care as his/her Qualified Health Plan of choice, and by making the corresponding initial premium payment for submission to L.A. Care, and making direct premium payments to L.A. Care thereafter.

## Entire Agreement

This *Subscriber Agreement & Member Handbook*, including all attachments and amendments, contain the entire understanding of Enrollee and L.A. Care with respect to the subject matter hereof, and it incorporates all of the covenants, conditions, promises and agreements exchanged by the parties hereto with respect to such matter. This Agreement supersedes any and all prior or contemporaneous negotiations, agreements, representations or communications, whether written or oral, between Enrollee and L.A. Care with respect to the subject matter of this Agreement.

# Definitions

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This list of definitions will help you understand words and phrases used throughout this *Subscriber Agreement and Member Handbook*.

**Acute** refers to a health effect that is brief and/or of high intensity.

**Advance Premium Tax Credits** is the payment of the tax credits authorized by 26 U.S.C. 26B and its implementing regulations, which are provided on an advance basis, to an individual enrolled in a Qualified Health Plan (QHP) through Covered California in accordance with Section 1412 of the Affordable Care Act.

**Affordable Care Act (ACA)** is a law that provides the framework, policies, regulations and guidelines for implementation of comprehensive health care reform by the states. The Affordable Care Act will expand access to high-quality affordable insurance and health care.

**Allowable Charges** refers to charges in the fee schedule negotiated by the health plan and each participating provider.

**Ambulatory Patient Services** is medical care provided without need of admission to a health care facility. This includes a range of medical procedures and treatments such as blood tests, X-rays, vaccinations, nebulizing and even monthly well-baby checkups by pediatricians.

**Americans with Disabilities Act (ADA) of 1990** is law that protects people with disabilities from discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government services. For more information, call the U.S. Department of Justice at **1-800-514-0301** (voice) or **1-800-514-0383** (TTY/TDD).

**Anesthesia** is the loss of sensation due to a pharmacological depression of nerve function.

**Applicant** is a person who applies for L.A. Care Covered™ on his/her own behalf. An applicant is also a person who applies on behalf of a child for whom he or she is responsible. The child or children are called the Enrolled Dependents.

**Assisters** are those individuals who have been certified by Covered California to help eligible individuals and families apply for and enroll in qualified health plans through Covered California.

**Authorize/Authorization** is the requirement that covered services be approved.

**Behavioral Health Treatment** is professional services and treatment programs that are prescribed by a physician, surgeon or is developed by a licensed psychologist and provided under a treatment plan prescribed by qualified autism service provider, and administered by a qualified autism service provider, professional or paraprofessional, 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.

**Benefits, Plan Benefits, or Covered Services** are those services, supplies, and drugs a Member is entitled to receive according to the L.A. Care QHP for L.A. Care Covered™.

**Benefit Year** is the 12-month calendar year, as defined by Covered California.

**California Health Eligibility, Enrollment and Retention System (CalHEERS)** is a project jointly sponsored by the California Exchange and the Department of Health Care Services, with the assistance of the Office of Systems Integration to maintain processes to make the eligibility determinations regarding the Exchange and other State health care programs and assist Enrollees in the selection of a health plan.

**California Children's Services (CCS)** is a statewide health care program open to persons under the age of 19 with a handicapping condition. Call the Los Angeles County CCS program at **(626) 858-2100** for more information.

**Cancer Clinical Trial** is a research study with cancer patients, to find out if a new cancer treatment or drug is safe and works with the type of cancer that you have.

**Capitation** is a set flat rate paid each month to providers for covered services provided to L.A. Care Members.



**L.A. Care  
Covered™  
For All of L.A.**

**Cardiology** is the medical specialty of the diagnosis and treatment of heart disease.

**Chemotherapy** is the treatment of a disease using chemical substances or drugs.

**Chiropractic** is the practice of locating, detecting and assisting in correcting vertebral subluxation. This is done by hand only with an adjustment.

**Civil Rights Act of 1964 (Title 6)** is a law that protects limited English speaking members by requiring health care providers who receive federal government money to offer language services that include interpreting and translations. For more information, call the U.S. Department of Health and Human Services, Office of Human Rights at **1-800-368-1019** (voice) or **1-800-537-7697** (TTY/TDD).

**Co-insurance** refers to a percentage of allowable charges that you must pay when you receive covered services from a participating provider.

**Continuity of Care** is your right to continue seeing your doctor or using a hospital in certain cases, even if your doctor or hospital leaves your health plan or medical group.

**Contraindicated** is the showing that a method of treatment that would normally be used is not advisable due to the special circumstances of an individual case.

**Co-payment** is the amount a Member is required to pay for certain covered services after meeting any applicable deductible.

**Cost-Sharing Subsidies (also called Cost-Sharing Reductions)** are the reductions in cost-sharing for an eligible individual enrolled in a silver level plan through Covered California or for certain Native American Indians or Alaskan Natives enrolled in a through Covered California.

**Covered California** is the California Health Benefit Exchange, doing business as Covered California and an independent entity within the Government of the State of California. Beginning January 2014, Covered California will selectively contract with health plans to make available

to enrollees of the Exchange health care coverage choices that seek to provide the optimal combination of choice, value, access, quality and service.

**Covered Services, Plan Benefits, or Benefits** are those services, supplies, and drugs a Member is entitled to receive according to the L.A. Care QHP for L.A. Care Covered™.

**Credential** is a certificate showing that a person is entitled to treat a member.

**Custodial Care** is a long-term care that does not require skilled nursing.

**Deductible** is the amount you must pay in a calendar year directly to health care service providers for health care services your health plan covers before your health plan begins to pay. For example, if your deductible is \$1,000, your health plan will not pay for any of the services that are subject to the deductible until the \$1,000 deductible is met. The deductible amount is based on the contract rates negotiated by L.A. Care with its participating providers. The deductible does not apply to all covered services.

**Diagnosis** is the decision of the nature of a disease.

**Diagnostic testing** is the use of tests to reach a diagnosis.

**Dialysis** is a form of filtration to separate smaller molecules from larger ones in a solution. This is achieved by placing a semi permeable membrane between the solution and water.

**Disability** is a physical or mental problem that completely or seriously limits one or more of your major life activities.

**Disenrollment** is when you leave L.A. Care for any reason.

**Drug Formulary (formulary)** is a list of drugs approved by L.A. Care. A formulary is a list of drugs that are generally accepted in the medical community as safe and effective.

**Durable Medical Equipment (DME)** is medical equipment, like hospital beds and wheelchairs, which can be used over and over again.

**Eligible/Eligibility** means to meet certain requirements, in order to take part in or receive program benefits.

**Emergency Care/Services** are medically necessary covered services, including ambulance and mental health services, which a prudent layperson would have considered necessary to stop or relieve a serious illness or symptom, injury, severe pain, active labor, or conditions requiring immediate diagnosis and treatment.

**Emergency Contraceptive Drugs** contain the same medication as regular birth control drugs and help prevent pregnancy.

**Enrolled Dependent** is a member of an Enrollee's family who meets the applicable eligibility requirements set forth by Covered California for Dependent coverage and enrollment.

**Enrollee** is a person who is enrolled in the QHP for Individuals and Families and is responsible for payment of premiums to L.A. Care. An Enrollee is also called a "Member."

**Enrollment** is the act of beginning your participation in a benefit plan like L.A. Care Covered™.

**Essential Health Benefits (EHB)** are health care service categories that must be covered by certain plans and all Medicaid state plans starting in 2014. Health Plans must cover these benefits in order to be certified and offered in the Exchange under contract with Covered California.

**Evidence of Coverage (also called "Subscriber Agreement & Member Handbook")** is the document you are reading. It tells you what services are covered or not covered and how to use L.A. Care's services.

**Experimental or Investigational in Nature** are medical services that are used on humans in testing and trial centers and will require special authorization from government agencies, like the Federal Food and Drug Administration (FDA).

**Family Premium** is the monthly family payment.

**Federal Poverty Level (FPL)** is a measure of income level issued annually by the Department of Health and Human Services. Federal poverty levels are used by both government and private organizations to determine eligibility for certain programs and benefits. Covered California uses this measure to determine if you and your Enrolled Dependent(s), if any, qualify for a federal tax credit (which reduces your monthly premium) or for a federal cost-sharing subsidy (which reduces your cost-sharing out-of-pocket costs).

**Federally Qualified Health Centers (FQHCs)** are health centers that receive a Public Health Services (PHS) grant. FQHCs are located in areas without a lot of health care services.

**Formulary** is a list of drugs approved by L.A. Care. A formulary is a list of drugs that are generally accepted in the medical community as safe and effective.

**Generally medically accepted** is a term used for tests or treatments that are commonly used by doctors for the treatment of a specific disease or diagnosis.

**Grievance** is the term used when you are not happy with the health care service you receive. A grievance may be administrative or clinical. You may file a grievance over the phone or in writing.

**Habilitative Services** means medically necessary health care services and health care devices that assist an individual in (partially or fully) acquiring or improving skills and functioning and that are necessary to address a health condition, to the maximum extent practical. These services address the skills and abilities needed for functioning in interaction with an individual's environment. Examples of health care services that are not habilitative services include, but are not limited to, respite care, day care, recreational care, residential treatment, social services, custodial care, or education services of any kind, including, but not limited to, vocational training. Habilitative services shall be covered under the same terms and conditions applied to rehabilitative services under the plan contract.

**Health Benefits Exchange** in California is another name for Covered California. Each state in the country will have an Exchange by 2014, either a State-based Exchange or a Federally Facilitated Exchange. Covered California is a State-Based Exchange.

**Hemodialysis** is the dialysis of soluble substances and water from the blood by diffusion through a semi permeable membrane.

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

**Hospice** is care and services provided in a home or facility, by a licensed or certified professional, to relieve pain and provide support to persons who have received a diagnosis for a terminal illness.

**Hospital** is a place you can get inpatient and outpatient care from doctors or nurses.

**Immunizations** help your immune system attack organisms that can cause disease. Some immunizations are given in a single shot or oral dose. Others require several shots over a length of time.

**Independent Medical Review (IMR)** is a review of your health plan's denial of your request for a certain service or treatment. (The review is provided by the Department of Managed Health Care and conducted by independent medical experts, and your health plan must pay for the service if an IMR decides you need the service.)

**Infertility** is a diminished or absent ability to conceive, and produce offspring after unprotected sexual relations on a regular basis for more than twelve months.

**Inpatient care services** are services provided to a patient admitted to a hospital.

**Integrated Deductible** refers to the combined amount you must pay (directly to health care service providers) for health care services in a calendar year for two distinct service categories such as medical and pharmacy services, before your health plan begins to pay. For example, if your integrated deductible for medical and pharmacy is \$5,000, your health plan will not pay for any covered medical services or drugs that are subject to the deductible until the \$5,000 integrated deductible is met. The integrated deductible does not apply to all covered services.

**Interpreter** is a person who expresses a message spoken or signed in one language into a second language and who abides by a code of professional ethics.

**Intraocular Lens** is the lens within your eyeball.

**Laboratory** is the place equipped for the running of tests, experiments, and investigative procedures.

**L.A. Care Health Plan** is a non-profit managed health care organization that contracts with Covered California to provide health care services to individuals and families who select or are otherwise assigned to L.A. Care through Covered California.

**Liable/Liability** is the responsibility of the party; or obligation one is bound by law or justice to perform.

**Lien** is a claim or charge on property, which a creditor (one who is owed money) has as security for a debt or charge that is owed to him/her.

**Life-threatening** tells about a disease or condition that

may put a person's life in high danger if the course of the disease is not stopped.

**Maintenance Drug** is any drug taken continuously for a chronic medical problem.

**Medical Group** is a physician group your doctor or PCP is a part of. Also see "Participating Provider Group."

**Medically Necessary** is a term for those services provided to treat an illness or injury according to established and accepted medical practice standards.

**Member** is a person who is enrolled in L.A. Care Covered™. A Member is also called an Enrollee.

**Member Services Department** is the department in L.A. Care that can help Members with questions and concerns.

**Mental Health Care** is the diagnosis or treatment of mental or emotional disorders or the mental or emotional problems associated with an illness, injury, or any other condition.

**Negligence** is the doing of some act which a person of ordinary prudence would not have done under similar circumstances, or failure to act which a person of ordinary prudence would have done under similar circumstances.

**Network** is the doctors, hospitals, pharmacies, and mental health services contracted with L.A. Care to provide covered health care services for Members.

**Occupational Therapy** is the treatment provided by a licensed professional, using arts, crafts, or other training in daily living skills, to improve and maintain a patient's ability to function after an illness or injury.

**Office of Civil Rights** handles complaints about discrimination against minorities or the disabled.

**Open Enrollment Period** is a designated period of time each year – usually a few months – during which insured individuals and their Enrolled Dependent(s) can make changes in health insurance coverage.

**Out-of-Pocket Limit** is the most you pay during the Benefit Year before your health plan begins paying 100% of the allowed amount for covered services. Any amounts paid for covered services subject to the deductible apply towards the annual out-of-pocket limit. Co-payments and co-insurance payments that count towards the limit are listed under the section "*Payments that count toward the maximum.*"

**Orthotics** is a device used to support, align, prevent, correct, or improve the function of movable body parts.

**Outpatient** is the medical treatment in a hospital or clinic but you do not have to stay overnight.

**Participating Hospital** is a hospital approved by L.A. Care to provide covered services to its Members.

**Participating Physician** is a doctor of medicine, who is also a participating primary care physician (PCP) or a participating specialist approved by L.A. Care to provide covered services to its Members.

**Participating Provider** is a doctor, hospital, pharmacy, or other health care professional approved by L.A. Care to provide covered services to its Members.

**Participating Provider Group** is a physician group your doctor or PCP is a part of. Also see “medical group.”

**Participating Specialist** is a doctor with specialized training, who has been approved by L.A. Care to provide covered services to its Members.

**Pharmacy** is a licensed retail drugstore. It is a place where you can get your prescription filled.

**Phenylketonuria (PKU)** is a rare disease. PKU can cause mental retardation and other neurological problems if treatment is not started within the first few weeks of life.

**Physical Therapy** is the treatment provided by a licensed professional, using physical agents, such as ultrasound, heat and massage, and exercise to improve and maintain a patient’s ability to function, after an illness or injury.

**Physician** is a doctor of medicine.

**Plan Benefits, Benefits, or Covered Services** are those services, supplies, and drugs a Member is entitled to receive according to the QHP for L.A. Care Covered™.

**Premium** is monthly fee that an Enrollee (Member) must pay to L.A. Care for health coverage.

**Prescription** is a written order issued by a licensed prescriber.

**Primary Care Physician (PCP)** is a doctor who acts as your family doctor and manages your health care needs.

**Prosthesis** is an artificial device, used to replace a missing part of the body.

**Provider(s)** are the medical professionals and organizations that are contracted with L.A. Care to provide covered health care services for Members. Our health care providers include:

- Doctors
- Hospitals
- Skilled nursing facilities
- Home health agencies
- Pharmacies
- Medical transportation companies
- Laboratories
- X-ray facilities
- Durable medical equipment suppliers
- Others

**Provider Directory** is a list of doctors, hospitals, pharmacies, and mental health services contracted with L.A. Care to provide covered health care services for Members.

**Prudent Layperson** is an individual who does not belong to a particular profession or specialty, but has awareness or information to make a good decision.

**Qualified Health Plan (QHP)** is a health service plan insurance product that is certified by a Health Benefit Exchange, such as Covered California, provides the Essential Health Benefits, and is offered by a health plan that 1) is licensed and in good standing; 2) agrees to offer at least one silver and one gold plan; and 3) complies with the requirements of the Secretary of Health and Human Services and the Exchange (such as L.A. Care).

**Qualified Health Care Professional** is a PCP, specialist, or other licensed health care provider who is acting within his/her scope of practice. A qualified health care professional also has a clinical background in the illness, disease, or condition(s). Clinical background includes training, and expertise or a high degree of skill and knowledge.

**Radiology** is the use of radiation to diagnosis and treat a disease.

**Reconstructive Surgery** repairs abnormal body parts, improves body function, or brings back a normal look.

**Referral** is the process by which your PCP directs you to other providers to seek and obtain covered services, which require prior authorization by L.A. Care.

**Rehabilitative Services** are the services used to restore the ability to function in a normal or near normal way, after a disease, illness, or injury.

**Respiratory Therapy** is the treatment provided by a licensed professional, to improve a patient’s breathing function.

**Routine Patient Care Costs** are ordinary or normal costs for patient care services.

**Screenings** protect your health by detecting disease early and when it may be easier to treat.

**Second Opinion** is a visit with another doctor when you:

- Question a diagnosis,
- Do not agree with your PCP's treatment plan, or
- Would like to confirm your treatment plan

**Seriously Debilitating** tells about a disease or condition that may not be possible to stop or change and may cause death.

**Serious Emotional Disturbance (SED)** is a mental condition in children under the age of 19 years. As said by the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders*, children with this disorder have serious problems in at least two of the following areas: self-care, school functioning, family relationships, ability to function in the community; and meets other requirements; and either of the following occur:

- a. The child is at risk of being removed or has been removed from the home; or
- b. The mental disorder and problems have been present for more than six months or are likely to continue for more than one year without treatment.

**Service Area** is the geographic area in which L.A. Care is licensed to provide services. L.A. Care's service area is the County of Los Angeles. Catalina Island is excluded for L.A. Care Covered™.

**Severe Mental Illnesses (SMI)** include, but are not limited to: Attention Deficit Disorder (ADD), Attention Deficit Hyperactivity Disorder (ADHD), schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorder, pervasive developmental disorder or autism, anorexia nervosa, bulimia nervosa.

**Skilled Nursing Facility** is a facility licensed by the California State Department of Health Services (SDHS) to provide specialized nursing services.

**Specialist** is a doctor with specialized training, who has been approved by L.A. Care to provide covered services for Members.

**Speech Therapy** is the treatment provided by a licensed professional, to treat speech problems. This definition is

not intended to limit or exclude services provided as part of a Behavioral Health Treatment plan by a Qualified Autism Service Professional or Qualified Autism Service Paraprofessional for the treatment of pervasive developmental disorders or autism.

**Standing Referral** is a referral approved by your PCP for more than one visit to a specialist or specialty care center for continued or long-term treatment of a medical condition.

**State Department of Health Services (SDHS)** is a California state agency with the purpose to protect and improve the health status of all Californians.

**Subscriber Agreement** (also called "*Subscriber Agreement & Member Handbook*") is the document you are reading. It tells you what services are covered or not covered and how to use L.A. Care's services.

**Therapeutic Services** are the services for the treatment, remediating, or curing of a disorder or disease.

**Third Party** includes insurance companies, individuals, or government agencies.

**Third Party Liability** is the liability of a party other than the State of California, L.A. Care, or a Member.

**Triage or Screening** is the evaluation of a member's health by a doctor or nurse who is trained to screen for the purpose of determining the urgency of the Member's need for care.

**Triage or Screening Waiting Time** is the time waiting to speak by telephone with a doctor or nurse who is trained to screen a Member who may need care.

**TTY/TDD** is a communication device for the deaf, using a telephone system.

**Urgent Services** are health services needed to prevent an illness or injury from becoming worse with delay of treatment.

**Urgent Grievance** is when you are not happy with the health care service and feel that any delay with decision could lead to a life-threatening or debilitating condition. Urgent grievances include, but are not limited to:

- severe pain
- potential loss of life, limb, or major bodily function

**Venereal** relates to or is the result of sexual intercourse.

**Vision Impaired** is when your ability to see is reduced.



# Important Phone Numbers

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## Children's Services and Programs

Access for Infants and Mothers (AIM) .....	1-800-433-2611
California Children's Services (CCS) .....	1-800-288-4584
Child Health and Disability Prevention (CHDP) .....	1-800-993-CHDP (1-800-993-2437)

## Covered California

Covered California – Member Services/Eligibility/Enrollment.....	1-800-300-1506
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## Disability Services

American Disabilities Act Information.....	1-800-514-0301
Hearing Impaired users/California Relay Service TTY/TDD .....	1-800-735-2929
Hearing users/California Relay Services TTY/TDD.....	711

## L.A. Care Health Plan Services

Health Plan Services .....	1-888-4LA-CARE (1-888-452-2273)
<b>L.A. Care Covered™ Enrollment</b> .....	1-855-222-4239
<b>L.A. Care Covered™ Member Services</b> .....	1-855-270-2327
<b>L.A. Care Covered™ Member Services TTY/TDD</b> .....	1-855-576-1620
Authorizations .....	1-877-431-2273
Behavioral Health Hotline (Beacon) .....	1-877-344-2858
Compliance Helpline.....	1-800-400-4889
Nurse Advice Line .....	1-800-249-3619
Pharmacy.....	1-844-268-9787
Vision Plan (VSP) .....	1-800-877-7195
Liberty Dental .....	1-888-700-5243
Liberty Dental TTY/TDD.....	1-877-855-8039

## Los Angeles County Services

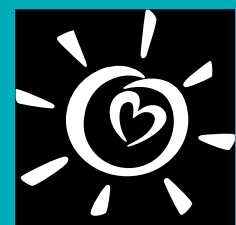
Department of Public Health Services .....	1-213-250-8055
Department of Mental Health .....	1-800-854-7771
Women, Infant and Children (WIC) Program .....	1-888-942-9675

## California State Services

California State Department of Health Care Services (DHCS) .....	1-916-445-4171
Department of Managed Health Care (DMHC) .....	1-888-HMO-2219 (1-888-466-2219)
Department of Public and Social Services (DPSS) .....	1-877-481-1044
Medi-Cal .....	1-877-481-1044
Supplemental Social Income (SSI) .....	1-800-772-1213

# Service Area Map





**L.A. Care**  
HEALTH PLAN®

[www.lacarecovered.org](http://www.lacarecovered.org)

Toll Free: 1-855-270-2327  
TTY/TDD: 1-855-576-1620