

A COMPLETE

# explanation of your plan

Health Net of California IEX  
Plan Contract and Evidence of  
Coverage  
Health Net CommunityCare HMO  
Platinum \$20/\$0

PLAN 9KJ  
EOCID: 439308

**Important benefit information – please read**





## PLEASE READ THIS IMPORTANT NOTICE ABOUT THE HEALTH NET HMO COMMUNITYCARE NETWORK HEALTH PLAN SERVICE AREA AND OBTAINING SERVICES FROM COMMUNITYCARE NETWORK PHYSICIAN AND HOSPITAL PROVIDERS

Except for Emergency Care, benefits for Physician and Hospital services under this **Health Net HMO CommunityCare Network** ("CommunityCare Network") plan are only available when you live or work in the CommunityCare Network service area and use a CommunityCare Network Physician or Hospital. When you enroll in this CommunityCare Network plan, you may only use a Physician or Hospital who is in the CommunityCare Network and you must choose a CommunityCare Network Primary Care Physician. You may obtain ancillary, Pharmacy or Behavioral Health covered services and supplies from any Health Net Participating ancillary, Pharmacy or Behavioral Health Provider.

### Obtaining Covered Services under the Health Net HMO CommunityCare Network Plan

| TYPE OF PROVIDER                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | HOSPITAL                              | PHYSICIAN                              | ANCILLARY                                      | PHARMACY                                | BEHAVIORAL HEALTH                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------------------------------|------------------------------------------------|-----------------------------------------|--------------------------------------------------------|
| AVAILABLE FROM                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | *Only CommunityCare Network Hospitals | *Only CommunityCare Network Physicians | All Health Net Contracting Ancillary Providers | All Health Net Participating Pharmacies | All Health Net Contracting Behavioral Health providers |
| *The benefits of this plan for Physician and Hospital services are only available for covered services received from a CommunityCare Network Physician or Hospital, except for (1) Urgently Needed Care outside a 30-mile radius of your Physician Group and all Emergency Care; (2) referrals to non-CommunityCare Network providers are covered when the referral is issued by your CommunityCare Network Physician Group; and (3) covered services provided by a non-CommunityCare Network provider when authorized by Health Net. Please refer to the "Introduction to Health Net" section for more details on referrals and how to obtain Emergency Care. |                                       |                                        |                                                |                                         |                                                        |

The CommunityCare Network service area and a list of its Physician and Hospital providers are shown in the Health Net *CommunityCare Network Provider Directory*. In addition, CommunityCare Network Physicians and Hospitals are listed online at our website [www.healthnet.com](http://www.healthnet.com). The *CommunityCare Network Provider Directory* is different from other Health Net Provider Directories. A copy of the Health Net *CommunityCare Network Provider Directory* may be ordered online or by calling Health Net Customer Contact Center at **1-888-926-4988**.

**Note:** Not all Physician and Hospitals who contract with Health Net are CommunityCare Network providers. Only those Physicians and Hospitals specifically identified as participating in the CommunityCare Network may provide services under this plan, except as described in the chart above.

Unless specifically stated otherwise, use of the following terms in this *Evidence of Coverage* solely refers to the CommunityCare Network as explained above.

- Health Net
- Health Net Service Area
- Hospital
- Member Physician, Participating Physician Group, Primary Care Physician, Physician, participating provider, contracting Physician Groups and contracting Providers
- Network
- Provider Directory

If you have any questions about the CommunityCare Network Service Area, choosing your Commu-

nityCare Network Primary Care Physician, how to access Specialist care or your benefits, please contact the Health Net Customer Contact Center at 1-888-926-4988.

### **Health Net CommunityCare Network Alternative Access Standards**

The CommunityCare Network includes participating primary care and Specialist Physicians, and Hospitals in the CommunityCare service area. However, CommunityCare Members residing in the following zip codes will need to travel as indicated to access a participating PCP and/or receive non-emergency Hospital services.

#### **16– 30 Miles**

**Los Angeles County:** 90263 – Malibu (Hospital), 90264 – Malibu (Hospital), 90265 – Malibu (PCP and Hospital), 90704 – Avalon (PCP), 91310 – Castaic (Hospital), 91354 – Valencia (Hospital), 91361 – Westlake Village (Hospital), 91384 – Castaic (Hospital), 91390 – Santa Clarita (Hospital), 91759 – Mt. Baldy (Hospital), 93532 – Lake Hughes (Hospital), 93535 – Lancaster (Hospital), 93536 – Lancaster (Hospital), 93536 – Lancaster (Hospital), 93544 – Llano (PCP and Hospital), 93553 – Pearblossom (PCP and Hospital), 93563 – Valyermo (PCP and Hospital), 93591 – Palmdale (PCP and Hospital)

**Orange County:** 92607 – Laguna Niguel (Hospital), 92624 – Capistrano Beach (Hospital), 92629 – Dana Point (Hospital), 92651 – Laguna Beach (Hospital), 92652 – Laguna Beach (Hospital), 92653 – Laguna Beach (Hospital), 92654 – Laguna Hills (Hospital), 92656 – Aliso Viejo (Hospital), 92673 – San Clemente (Hospital), 92675 – San Juan Capistrano (Hospital), 92677 – Laguna Niguel (Hospital), 92678 – Trabuco Canyon (Hospital), 92679 – Trabuco Canyon (Hospital), 92688 – Rancho Santa Margarita (Hospital), 92690 – Mission Viejo (Hospital), 92691 – Mission Viejo (Hospital), 92692 – Mission Viejo (Hospital), 92693 – San Juan Capistrano (Hospital), 92694 – Ladera Ranch (Hospital)

**Riverside County:** 92234 – Cathedral City (Hospital), 92235 – Cathedral City (Hospital), 92240 – Desert Hot Springs (Hospital), 92241 – Desert Hot Springs (Hospital), 92254 – Mecca (PCP and Hospital), 92262 – Palm Springs (Hospital), 92263 – Palm Springs (Hospital), 92264 – Palm Springs (Hospital), 92274 – Thermal (PCP and Hospital), 92282 – White Water (Hospital), 92536 – Aguanga (Hospital), 92539 – Anza (Hospital), 92561 – Mountain Center (Hospital), 92571 – Perris (Hospital)

**San Bernardino County:** 92256 – Moreno Valley (PCP), 92301 – Adelanto (PCP and Hospital), 92305 – Angelus Oaks (PCP and Hospital), 92314 – Big Bear City (PCP), 92315 – Big Bear Lake (PCP and Hospital), 92329 – Phelan (PCP and Hospital), 92333 – Fawnskin (Hospital), 92339 – Forest Falls (Hospital), 92342 – Helendale (PCP and Hospital), 92344 – Hesperia (Hospital), 92347 – Hinkley (Hospital), 92356 – Lucerne Valley (PCP and Hospital), 92358 – Lytle Creek (Hospital), 92359 – Mentone (Hospital), 92365 – Newberry Springs (PCP), 92368 – Oro Grande (Hospital), 92371 – Phelan (Hospital), 92372 – Pinnon Hills (PCP and Hospital), 92386 – Big Bear City (PCP), 92397 – Wrightwood (PCP and Hospital), 92399 – Yucaipa (Hospital)

**San Diego County:** 91901 – Alpine (PCP and Hospital), 91903 – Alpine (PCP and Hospital), 91906 – Campo (PCP), 91915 – Chula Vista (Hospital), 91916 – Descanso (PCP), 91917 – Dulzura (PCP), 91931 – Imperial Beach (PCP), 91935 – Juma (Hospital), 92036 – Julian (PCP), 92059 – Pala (Hospital), 92060 – Palomar Mountain (PCP and Hospital), 92061 – Pauma Valley (PCP and Hospital), 92065 – Ramona (Hospital), 92070 – Santa Ysabel (PCP and Hospital), 92086 – Warner Springs (PCP), 92143 – San Diego (Hospital),

**92153** – San Diego (Hospital), **92154** – San Diego (Hospital), **92173** – San Ysidro (Hospital)

**Beyond 30 Miles**

**Los Angeles County:** **90704** – Avalon (Hospital: 33 miles)

**Orange County:** **92672** – San Clemente (Hospital: 32 miles), **92674** – San Clemente (Hospital: 31 miles)

**San Bernardino County:** **92252** – Joshua Tree (Hospital: 57 miles), **92256** – Morongo Valley (Hospital: 44 miles), **92268** – Pioneertown (Hospital: 50 miles), **92277** – Twentynine Palms (Hospital: 65 miles), **92278** – Twentynine Palms (Hospital: 64 miles), **92284** – Yucca Valley (Hospital: 51 miles), **92285** – Yucca Valley (PCP: 44 miles and Hospital: 52 miles), **92286** – Yucca Valley (Hospital: 50 miles), **92309** – Baker (PCP: 69 miles and Hospital: 94 miles), **92310** – Fort Irwin (PCP: 38 miles and Hospital: 90 miles), **92311** – Barstow (Hospital: 31 miles), **92312** – Barstow (Hospital: 32 miles), **92314** – Big Bear City (Hospital: 31 miles), **92327** – Daggett (Hospital: 37 miles), **92365** – Newberry Springs (Hospital: 47 miles), **92386** – Big Bear City (Hospital: 31 miles), **92398** – Yermo (Hospital: 41 miles),

**San Diego County:** **91905** – Boulevard (PCP: 39 miles and Hospital: 52 miles), **91906** – Campo (Hospital: 44 miles), **91916** – Descanso (Hospital: 31 miles), **91917** – Dulzura (Hospital: 32 miles), **91931** – Imperial Beach (Hospital: 36 miles), **91934** – Jacumba (PCP: 44 miles and Hospital: 59 miles), **91962** – Pine Valley (PCP: 35 miles and Hospital: 45 miles), **92004** – Borrego Springs (PCP: 48 miles and Hospital: 52 miles), **92036** – Julian (Hospital: 34 miles), **92066** – Ranchita (PCP: 34 miles and Hospital: 35 miles), **92086** – Warner Springs (Hospital: 33 miles)

## Plan Contract and Evidence of Coverage ("Plan Contract")



ISSUED BY  
**HEALTH NET OF CALIFORNIA, INC**  
**LOS ANGELES, CALIFORNIA**

To the extent herein limited and defined, this Plan Contract and Evidence of Coverage ("Plan Contract") provides for comprehensive health services provided through Health Net of California, Inc. (Health Net). Although, Health Net is a federally qualified Health Maintenance Organization and a California Health Care Service Plan, this health plan is not a federally qualified product. Upon payment of subscription charges in the manner provided for in this Plan Contract, Health Net hereby agrees to furnish services and benefits as defined in this Plan Contract to eligible Subscribers and their eligible Family Members according to the terms and conditions of this Plan Contract.

Plan Code: 9KJ

**HEALTH NET**

Douglas Schur  
Secretary

Steven Sell  
President



## Use of Special Words

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Special words used in this Plan Contract to explain your Plan have their first letter capitalized and appear in "Definitions," Section 1100.

The following words are used frequently:

- **"You"** refers to anyone in your family who is covered; that is, anyone who is eligible for coverage in this Plan and who has been accepted for enrollment.
- **"We"** or **"Our"** refers to Health Net.
- **"Subscriber"** means the primary covered person.
- **"Member"** is the Subscriber or an enrolled family member.
- **"Physician Group"** or **"Participating Physician Group (PPG)"** means the Health Net contracting medical group the individual Member selected as the source of all covered medical care.
- **"Primary Care Physician"** is the individual physician each Member selected who will provide or authorize all covered medical care.
- **"Plan"** and **"Plan Contract and Evidence of Coverage (EOC)"** have similar meanings. You may think of these as meaning your Health Net benefits.



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## **ABOUT THIS BOOKLET**

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

## **Method of Provider Reimbursement**

Health Net uses financial incentives and various risk sharing arrangements when paying providers. The Member may request more information about our payment methods by contacting the Customer Contact Center at the telephone number on your Health Net ID Card.

**Section-100**

## **TERM OF YOUR COVERAGE (SECTION 100)**

For Subscribers and any of their Family Members whose application for enrollment is accepted by Health Net, this Plan Contract becomes effective on the date stated on your Notice of Acceptance, at 12:00 midnight and will remain in effect, subject to the payment of subscription charges as set below. You may terminate this Plan Contract with a written notice to Health Net. In such event, termination will be effective on midnight of the first day of the month following our receipt of your written notice to cancel. Health Net may terminate or not renew this Plan Contract for causes as set forth in "Termination for Cause," Section 600, Subsection F. If the terms of this Plan Contract are altered by Health Net, no resulting reduction in coverage will adversely affect a Member who is confined to a Hospital at the time of such change.

**Section-200**

## **SUBSCRIPTION CHARGES (SECTION 200)**

Subscription charges are payable by the Subscriber and are based on the type of Family Unit and are set out on the Notice of Acceptance. Subscription charges must be paid in advance once a month in full for each member receiving coverage for any portion of the month, including those members whose coverage commences during the month and those members whose coverage terminates during the month. Regarding coverage of newly born or newly adopted children, see the "Newly Acquired Dependents" portion of the "Eligibility, Enrollment and Termination" section. This Plan Contract may be terminated by Health Net after 30 days' prior written notice of your non-payment of subscription charges. The 30 day prior notice will be sent on or before the first day of the month for which subscription charges are due and will describe the 30 day grace period, which grace period begins after the last day of paid coverage. If you do not pay your subscription charges by the first day of the month for which subscription charges are due, Health Net can termination your coverage after the 30day grace period.

Subscribers and enrolled Dependents who are receiving Advance Payment of the Premium Tax Credit have a 90 day grace period in lieu of the 30 day grace period. This Plan will provide coverage for all allowable claims for the first month of a three month grace period for non-payment of subscription charges. However, Health Net may suspend your coverage and pend claims for services rendered by health care providers in the second and third month of the 90 day grace period and may ultimately deny these claims unless subscription charges due for the term of coverage are paid in full by the end of the three month grace period. If the entire amount of subscription charges due are paid before the end of the three-month grace period, coverage that was suspended will be reinstated to the last day of paid coverage. Providers whose claims are denied by Health Net may bill you for payment.

The first subscription charge payment must be paid to Health Net on or before the Effective Date of this Plan Contract. After that, payment is due on or before the first day of each coverage month (the first of each coverage quarter for quarterly billing) while the Plan Contract is in effect. Returned checks or insufficient funds on the Automatic Bank Drafts will be subject to a \$25.00 return fee. If payment is not received by the end of the 30 day grace period, the Plan Contract will be cancelled. Health Net will mail a Notice Confirming Termination of Cover-

age on the date your coverage is terminated. The Notice Confirming Termination of Coverage will provide the following information: (a) that the Plan Contract has been cancelled for non-payment of subscription charges; (b) the specific date and time when coverage is terminated; (c) the dollar amount due; (d) disclosure regarding the grace period; (e) information explaining whether or not you can reinstate the Plan Contract; and (f) the right to request a review of the termination by the Director of the California Department of Managed Health Care (see "Grievance, Appeals, Independent Medical Review and Arbitration" under the "General Provisions" section).

Health Net will allow one reinstatement during any twelve-month period, if the amounts owed are paid within 15 days of the date the Notice Confirming Termination of Coverage is mailed, including payment of a \$5 reinstatement fee. If you do not obtain reinstatement of the cancelled Plan Contract within the required 15 days or if the Plan Contract has previously been cancelled for non-payment of subscription charges during the previous contract year, then Health Net is not required to reinstate you and you will need to reapply for coverage. Amounts received after the termination date will be refunded to you by Health Net within 20 business days.

The Subscriber can pay the subscription charges by any one of the following options: monthly automatic deduction from a personal checking account or by submitting payments to monthly or quarterly billing. If the Subscriber chooses to pay his or her subscription charges by Automatic deduction or by quarterly billing, the Subscriber will be exempt from the administrative billing fee. If the Subscriber does not use the automatic deduction or quarterly billing, a \$5.00 monthly administrative fee will be charged each month to cover the expense of issuing a monthly bill.

Subscription payments should be mailed to:

**NOTE:** This address is for initial application submission:

Health Net Individual and Family Enrollment Unit  
P.O. Box 1150  
Rancho Cordova, CA 95741-1150

Retroactive adjustments for additions for any Family Members will be made in subsequent billings, but in no event will the effective date be more than 30 days prior to the date of receipt of the written request by Health Net.

Subscription charges may be changed by Health Net effective January 1<sup>st</sup> of each year with at least a 60 days written notice to the Subscriber prior to the date of such change. Payment of any installment of subscription charges as altered shall constitute acceptance of this change.

If this Plan Contract is terminated for any reason, the Subscriber shall be liable for all subscription charges for any time this Plan Contract is in force during any notice period.

## Section-300

## INTRODUCTION TO HEALTH NET (SECTION 300)

**The coverage described in this Plan Contract shall be consistent with the Essential Health Benefits coverage requirements in accordance with the Affordable Care Act (ACA). The Essential Health Benefits are not subject to any annual dollar limits.**

In accordance with the Affordable Care Act, American Indians and Alaskan Natives, as determined eligible by the Exchange and regardless of income, have no cost sharing obligation under this Plan for items or services that are Essential Health Benefits, if the items or services are provided by a participating provider that is also a provider of the Indian Health Service (IHS), an Indian Tribe, Tribal Organization, or Urban Indian Organization or through referral under contract health services, as defined by Federal law. Cost sharing means Copayments, including coinsurance, and Deductibles.

**The benefits described under this Plan Contract do not discriminate on the basis of race, ethnicity, nationality, gender, age, disability, sexual orientation, genetic information, or religion, and are not subject to any pre-existing condition or exclusion period.**

## **How to Obtain Care**

When you enroll in this Plan, you must select a Physician Group where you want to receive all of your medical care. That Physician Group will provide or authorize all medical care. Call your Physician Group directly to make an appointment. Information on how to select a Primary Care Physician and a listing of the participating Primary Care Physicians in the Health Net Service Area, are available on the Health Net website at [www.healthnet.com](http://www.healthnet.com). You can also call the Customer Contact Center at the number shown on your Health Net I.D. Card to request provider information.

**Some Hospitals and other providers do not provide one or more of the following services that may be covered under your *Plan Contract and Evidence of Coverage* and that you or your Family Member might need: family planning; contraceptive services, including emergency contraception; sterilization, including tubal ligation at the time of labor and delivery; infertility treatments; or abortion. You should obtain more information before you enroll. Call your prospective doctor, medical group, independent practice association or clinic or call the Customer Contact Center at 1-800-839-2172 to ensure that you can obtain the health care services that you need.**

### **Selecting a Primary Care Physician**

Health Net requires the designation of a Primary Care Physician. A Primary Care Physician provides and coordinates your medical care. You have the right to designate any Primary Care Physician who participates in our network and who is available to accept you or your Family Members, subject to the requirements set out below under "Selecting a Contracting Physician Group."

For children, a pediatrician may be designated as the Primary Care Physician. Until you make your Primary Care Physician designation, Health Net designates one for you. Information on how to select a Primary Care Physician and a listing of the participating Primary Care Physicians in the Health Net Service Area, are available on the Health Net website at [www.healthnet.com](http://www.healthnet.com). You can also call the Customer Contact Center at the number shown on your Health Net I.D. Card to request provider information.

### **Selecting a Contracting Physician Group**

Each person must select a Primary Care Physician at a contracting Physician Group close enough to his or her residence to allow reasonable access to medical care. Family Members may select different contracting Physician Groups.

Some Physician Groups may decline to accept assignment of a Member whose home address is not close enough to the Physician Group to allow reasonable access to care. Please call the Customer Contact Center at the number shown on your Health Net I.D. Card if you need to request provider information or if you have questions involving reasonable access to care. The provider directory is also available on the Health Net website at [www.healthnet.com](http://www.healthnet.com).

### **Selecting a Participating Mental Health Professional**

Mental Disorders and Chemical Dependency benefits are administered by MHN Services, an affiliate behavioral health administrative services company (the Administrator), which contracts with Health Net to administer these benefits. When you need to see a Participating Mental Health Professional, contact the Administrator by calling the Health Net Customer Contact Center at the phone number on your Health Net I.D. card. The Administrator will help you identify a Participating Mental Health Professional, a participating independent Physician or a sub-contracted provider association (IPA) within the network, close to where you live or work, with whom you can make an appointment.

Certain services and supplies for Mental Disorders and Chemical Dependency may require prior authorization by the Administrator in order to be covered. No prior authorization is required for outpatient office visits, but a voluntary registration with the Administrator is encouraged. Please refer to the "Mental Disorders and Chemical Dependency" provision in "Covered Services and Supplies," Section 700 for a complete description of Mental

Disorders and Chemical Dependency services and supplies, including those that require prior authorization by the Administrator.

### **Specialists and Referral Care**

Sometimes, you may need care that the Primary Care Physician cannot provide. At such times, you will be referred to a Specialist or other health care provider for that care. Refer to the "Selecting a Participating Mental Health Professional" section above for information about receiving care for Mental Disorders and Chemical Dependency.

**THE CONTINUED PARTICIPATION OF ANY ONE PHYSICIAN, HOSPITAL OR OTHER PROVIDER CANNOT BE GUARANTEED.**

**THE FACT THAT A PHYSICIAN OR OTHER PROVIDER MAY PERFORM, PRESCRIBE, ORDER, RECOMMEND OR APPROVE A SERVICE, SUPPLY OR HOSPITALIZATION DOES NOT, IN ITSELF, MAKE IT MEDICALLY NECESSARY OR MAKE IT A COVERED SERVICE.**

### **Standing Referral to Specialty Care for Medical and Surgical Services**

A standing referral is a referral to a participating Specialist for more than one visit without your Primary Care Physician having to provide a specific referral for each visit. You may receive a standing referral to a Specialist if your continuing care and recommended treatment plan is determined Medically Necessary by your Primary Care Physician, in consultation with the Specialist, Health Net's Medical Director and you. The treatment plan may limit the number of visits to the Specialist, the period of time that the visits are authorized or require that the Specialist provide your Primary Care Physician with regular reports on the health care provided. Extended access to a participating Specialist is available to Members who have a life threatening, degenerative or disabling condition (for example, Members with HIV/AIDS). To request a standing referral ask your Primary Care Physician or Specialist.

If you see a Specialist before you get a referral, you may have to pay for the cost of the treatment. If Health Net denies the request for a referral, Health Net will send you a letter explaining the reason. The letter will also tell you what to do if you don't agree with this decision. This notice does not give you all the information you need about Health Net's Specialist referral policy. To get a copy of our policy, please contact us at the number shown on your Health Net I.D. Card

### **Changing Physician Groups**

You may transfer to another Physician Group, but only according to the conditions explained in the "Transferring to Another Contracting Physician Group" portion of "Eligibility, Enrollment and Termination," Section 600, of this Plan Contract.

### **Your Financial Responsibility**

Your Physician Group will authorize and coordinate all your care, providing you with medical services or supplies. You are financially responsible for any required Copayment amount for certain services, as described in "Schedule of Benefits and Copayments."

However, you are completely financially responsible for medical care that the Physician Group does not provide or authorize except for Medically Necessary care provided in a legitimate emergency. You are also financially responsible for care that this Plan does not cover.

### **Questions**

Call the Customer Contact Center with questions about this Plan at the number shown on your Health Net ID Card.

### **Timely Access to Non-Emergency Health Care Services**

The California Department of Managed Health Care (DMHC) has issued regulations (Title 28, Section 1300.67.2.2) with requirements for timely access to non-emergency health care services.

Please contact Health Net at the number shown on your Health Net I.D. Card, 7 days per week, 24 hours per day to access triage or screening services. Health Net provides access to covered health care services in a timely manner.

## Definitions Related to Timely Access to Non-Emergency Health Care Services

**Triage or Screening** is the evaluation of a Member's health concerns and symptoms by talking to a doctor, nurse, or other qualified health care professional to determine the member's urgent need for care.

**Triage or Screening Waiting Time** is the time it takes to speak by telephone with a doctor, nurse, or other qualified health care professional who is trained to screen or triage a member who may need care.

**Business Day** is every official working day of the week. Typically, a business day is Monday through Friday, and does not include weekends or holidays.

### Scheduling Appointments with Your Primary Care Physician

When you need to see your Primary Care Physician (PCP), call his or her office for an appointment at the number on your Health Net ID card. Please call ahead as soon as possible. When you make an appointment, identify yourself as a Health Net Member, and tell the receptionist when you would like to see your doctor. The receptionist will make every effort to schedule an appointment at a time convenient for you. If you need to cancel an appointment, notify your Physician as soon as possible.

This is a general idea of how many business days, as defined above, that you may need to wait to see your Primary Care Physician. Wait times depend on your condition and the type of care you need. You should get an appointment to see your PCP:

- **PCP appointments:** within 10 business days of request for an appointment
- **Urgent care appointment with PCP:** within 48 hours of request for an appointment
- **Routine Check-up/Physical Exam:** within 30 business days of request for an appointment

Your Primary Care Physician may decide that it is okay to wait longer for an appointment as long as it does not harm your health.

### Scheduling Appointments with Your Participating Mental Health Professional

When you need to see your designated Participating Mental Health Professional, call his or her office for an appointment. When you call for an appointment, identify yourself as a Health Net Member, and tell the receptionist when you would like to see your provider. The receptionist will make every effort to schedule an appointment at a time convenient for you. If you need to cancel an appointment, notify your provider as soon as possible.

This is a general idea of how many business days, as defined above, that you may need to wait to see a Participating Mental Health Professional:

- **Psychiatrist (Behavioral Health Physician) appointment:** within 10 business days of request for an appointment.
- **A therapist or social worker, non-Physician appointment:** within 10 business days of request for an appointment.
- **Urgent appointment for mental health visit:** within 48 hours of request for an appointment.
- **Non-life threatening behavioral health emergency:** within 6 hours of request for an appointment.

Your Participating Mental Health Professional may decide that it is okay to wait longer for an appointment as long as it does not harm your health.

### Scheduling Appointments with a Specialist for Medical and Surgical Services

Your Primary Care Physician is your main doctor who makes sure you get the care you need when you need it. Sometimes your Primary Care Physician will send you to a Specialist.

Once you get approval to receive the Specialist services call the Specialist's office to schedule an appointment. Please call ahead as soon as possible. When you make an appointment, identify yourself as a Health Net



Member, and tell the receptionist when you would like to see the Specialist. The Specialist's office will do their best to make your appointment at a time that works best for you.

This is a general idea of how many business days, as defined above, that you may need to wait to see the Specialist. Wait times for an appointment depend on your condition and the type of care you need. You should get an appointment to see the Specialist:

- **Specialist appointments:** within 15 business days of request for an appointment
- **Urgent care appointment:** with a Specialist or other type of provider that needs approval in advance – within 96 hours of request for an appointment

### **Scheduling Appointments for Ancillary Services**

Sometimes your doctor will tell you that you need ancillary services such as lab, x-ray, therapy, and medical devices, for treatment or to find out more about your health condition.

Here is a general idea of how many business days, as defined above, that you may need to wait for the appointment:

- **Ancillary Service appointment:** within 15 business days of request for an appointment
- **Urgent care appointment for services that need approval in advance:** within 96 hours of request for an appointment

### **Canceling or Missing Your Appointments**

If you cannot go to your appointment, call the doctor's office right away. If you miss your appointment, call right away to reschedule your appointment. By canceling or rescheduling your appointment, you let someone else be seen by the doctor.

### **Triage and/or Screening/24-Hour Nurse Advice Line**

As a Health Net Member, when you are sick and cannot reach your doctor, like on the weekend or when the office is closed, you can call Health Net's Customer Contact Center at the number shown on your Health Net I.D. Card, and select the Triage and/or Screening option to these services. You will be connected to a health care professional (such as a doctor, nurse, or other provider, depending on your needs) who will be able to help you and answer your questions. As a Health Net Member, you have access to triage or screening service, 24 hours per day, 7 days per week.

**If you have a life threatening emergency, call "911" or go immediately to the closest emergency room. Use "911" only for true emergencies.**

## **Subsection-B**

### **Emergency and Urgently Needed Care**

Health Net uses a prudent layperson standard to determine whether the criteria for Emergency Care have been met. Health Net applies the prudent layperson standard to evaluate the necessity of medical services which a Member accesses in connection with a condition that the Member perceives to be an emergency situation. Please refer to "Emergency Care" in the "Definitions" section to see how the prudent layperson standard applies to the definition of "Emergency Care." Please refer to the following information for a description of how to access your emergency benefits. Additional information is also located in the "Schedule of Benefits and Copayments" section.

#### **WHAT TO DO WHEN YOU NEED MEDICAL CARE IMMEDIATELY**

**In serious emergency situations:** Call "911" or go to the nearest Hospital.

**If your situation is not so severe:** Call your Primary Care Physician or Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency) or, if you cannot call them or you need medical care right away, go to the nearest medical center or Hospital.

If you are unsure of whether an emergency medical condition exists, you may call your Physician Group or Primary Care Physician for assistance.

Your Physician Group (medical) and the Administrator (Mental Disorders and Chemical Dependency) are available 24 hours a day, seven days a week, to respond to your phone calls regarding medical care that you believe is needed immediately. They will evaluate your situation and give you directions about where to go for the care you need.

Except in an emergency or other urgent medical circumstances, the covered services of this plan must be performed by your Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency) or authorized by them to be performed by others. You may use other providers outside your Physician Group only when you are referred to them by your Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency).

If you are not sure whether you have an emergency or require urgent care please contact Health Net at the number shown on your Health Net I.D. card. As a Health Net member, you have access triage or screening services, 24 hours per day, 7 days per week.

**Urgently Needed Care within a 30-mile radius of your Physician Group and all non-Emergency Care --** must be performed by your Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency) or authorized by them in order to be covered. These services, if performed by others outside your Physician Group, will not be covered unless they are authorized by your Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency).

**Urgently Needed Care outside a 30-mile radius of your Physician Group and all Emergency Care (including care outside of California)--**may be performed by your Physician Group or another provider when your circumstances require it. Services by other providers will be covered if the facts demonstrate that you required Emergency or Urgently Needed Care. Authorization is not mandatory to secure coverage. See "Definitions Related to Emergency and Urgently Needed Care" section below for the definition of Urgently Needed Care.

It is critical that you contact your Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency) as soon as you can after receiving emergency services from others outside your Physician Group. Your Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency) will evaluate your circumstances and make all necessary arrangements to assume responsibility for your continuing care. They will also advise you about how to obtain reimbursement for charges you may have paid.

Always present your Health Net ID Card to health care providers regardless of where you are. It will help them understand the type of coverage you have and they may be able to assist you in contacting your Physician Group (medical) or the Administrator (Mental Disorders and Chemical Dependency).

*After your medical problem (including Severe Mental Illness and Serious Emotional Disturbances of a Child) no longer requires Urgently Needed Care or ceases to be an emergency and your condition is stable, any additional care you receive is considered Follow-Up Care.*

**Follow-up Care** services must be performed or authorized by your Physician Group (medical) or the Administrator (Mental Disorders or Chemical Dependency) or it will not be covered.

**Follow-up Care after Emergency Care at a Hospital that is not contracted with Health Net:** If you are treated for Emergency Care at a Hospital that is not contracted with Health Net, Follow-up Care must be authorized by Health Net (medical) or the Administrator (Mental Disorders and Chemical Dependency) or it will not be covered. If, once your Emergency medical condition is stabilized, and your treating health care provider at the Hospital believes that you require additional Medically Necessary Hospital services, the non-contracted Hospital must contact Health Net to obtain timely authorization. If Health Net determines that you may be safely transferred to a Hospital that is contracted with Health Net and you refuse to consent to the transfer, the non-contracted Hospital must provide you with written notice that you will be financially responsible for 100% of the

*cost for services provided to you once your Emergency condition is stable. Also, if the non-contracted Hospital is unable to determine the contact information at Health Net in order to request prior authorization, the non-contracted Hospital may bill you for such services.*

## **Definitions Related To Emergency And Urgently Needed Care**

The following terms are located in "Definitions," Section 1100, but they are being repeated here for your convenience.

**Emergency Care** is any otherwise covered service for an acute illness, a new injury or an unforeseen deterioration or complication of an existing illness, injury or condition already known to the person or, if a minor, to the minor's parent or guardian that a reasonable person with an average knowledge of health and medicine (a prudent layperson) would seek if he or she was having serious symptoms (including symptoms of Severe Mental Illness and Serious Emotional Disturbances of a Child) and believed that without immediate treatment, any of the following would occur:

- His or her health would be put in serious danger (and in the case of a pregnant woman, would put the health of her unborn child in serious danger);
- His or her bodily functions, organs or parts would become seriously damaged; or
- His or her bodily organs or parts would seriously malfunction.

Emergency Care includes air and ground ambulance and ambulance transport services provided through the "911" emergency response system.

Emergency Care also includes treatment of severe pain or active labor. Active labor means labor at the time that either of the following would occur:

- There is inadequate time to effect safe transfer to another Hospital prior to delivery; or
- A transfer poses a threat to the health and safety of the Member or unborn child.

Emergency care will also include additional screening, examination and evaluation by a Physician (or other personnel to the extent permitted by applicable law and within the scope of his or her license and privileges) to determine if a Psychiatric Emergency Medical Condition exists and the care and treatment necessary to relieve or eliminate the Psychiatric Emergency Medical Condition, either within the capability of the facility or by transferring the Member to a psychiatric unit within a general acute hospital or to an acute psychiatric hospital, as Medically Necessary .

Health Net will make any final decisions about Emergency Care.

**Urgently Needed Care** is any otherwise covered medical service that a reasonable person with an average knowledge of health and medicine would seek for treatment of an injury, unexpected illness or complication of an existing condition, including pregnancy to prevent the serious deterioration of his or her health, but which does not qualify as Emergency Care, as defined in this section. This may include services for which a person should reasonably have known an emergency did not exist.

## **Prescription Drugs**

If you purchase a covered Prescription Drug for a medical Emergency or Urgently Needed Care from a non-participating pharmacy, this Plan will pay you the retail cost of the drug less any required Deductible and Copayment shown in "Schedule of Benefits and Copayments," Section 400. You will have to pay for the Prescription Drug when it is dispensed.

To be reimbursed, you must file a claim with Health Net. Call the Customer Contact Center at the telephone number on your Health Net ID Card or visit our website at [www.healthnet.com](http://www.healthnet.com) to obtain claim forms and information.

**Note**

The Prescription Drugs portion of "Exclusions and Limitations," Section 800 and the requirements of the Essential Rx Drug List also apply when drugs are dispensed by a Nonparticipating Pharmacy.

**Subsection-C****Pediatric Vision Services**

In the event you require Emergency Pediatric Vision Care, please contact a Health Net Participating Vision Provider to schedule an immediate appointment. Most Participating Vision Providers are available during extended hours and weekends and can provide services for urgent or unexpected conditions that occur after-hours.

**Subsection-D****Acupuncture Services**

If you require Emergency Acupuncture Services, American Specialty Health Plans of California, Inc (ASH Plans) will provide coverage for those services. Emergency Acupuncture Services are covered Acupuncture Services provided for the sudden and unexpected onset of an injury or condition affecting the neuromusculo-skeletal system, or causing Pain or Nausea which manifests itself by acute symptoms of sufficient severity, such that a reasonable layperson with no special knowledge of health or medicine or acupuncture, could reasonably expect that a delay of immediate attention could result in any of the following:

- Place the health of the individual (or with respect to a pregnant woman, the health of the woman and her unborn child) in serious jeopardy;
- Serious impairment to bodily functions
- Serious dysfunction of any bodily organ or part; or
- Decrease the likelihood of maximum recovery.

ASH Plans shall determine whether Acupuncture Services constitute Emergency Acupuncture Services. ASH Plans' determination shall be subject to ASH Plans' grievance procedures and the Department of Managed Health Care's independent medical review process.

You may receive Emergency Acupuncture Services from any acupuncturist. ASH Plans will not cover any services as Emergency Acupuncture Services unless the acupuncturist rendering the services can show that the services in fact were Emergency Acupuncture Services. You must receive all other covered Acupuncture Services from an acupuncturist under contract with ASH Plans ("Contracted Acupuncturist") or from a non-Contracted Acupuncturist only upon a referral by ASH Plans.

Because ASH Plans arranges only Acupuncture Services, if you require medical services in an emergency, ASH Plans recommends that you consider contacting your Primary Care Physician or another Physician or calling **"911."** You are encouraged to use appropriately the **"911"** emergency response system, in areas where the system is established and operating, when you have an emergency medical condition that requires an emergency response.

## SCHEDULE OF BENEFITS AND COPAYMENTS (SECTION 400)

The following schedule shows the Copayments (fixed dollar and percentage amounts) that you must pay for this Plan's covered services and supplies.

You must pay the stated fixed dollar Copayments at the time you receive services. Percentage Copayments are usually billed after services are received.

There is a limit to the amount of Copayments you must pay in a Calendar Year. Refer to, "Out-of-Pocket Maximum," Section 500 for more information.

### Emergency or Urgently Needed Care in an Emergency Room or Urgent Care Center

#### ***Copayment***

|                                                                      |       |
|----------------------------------------------------------------------|-------|
| Use of emergency room (facility and professional services) .....     | \$150 |
| Use of urgent care center (facility and professional services) ..... | \$40  |

#### **Copayment Exceptions**

- If you are admitted to a Hospital as an inpatient directly from the emergency room or urgent care center, the emergency room or urgent care center Copayment will not apply.
- If you receive care from an urgent care center owned and operated by your Physician Group, the urgent care Copayment will not apply. (But a visit to one of its facilities will be considered an office visit, and any Copayment required for office visits will apply.)
- For emergency care, you are required to pay only the copayment amount required under this plan as described above.

### Office Visits

#### ***Copayment***

|                                                                                                                                             |             |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Visit to Physician, Physician Assistant or Nurse Practitioner.....                                                                          | \$20        |
| Specialist consultation .....                                                                                                               | \$40        |
| Vision (ages 19 and older) or hearing examination for diagnosis or treatment* .....                                                         | \$40        |
| Physician to a Member's home (at the discretion of the Physician in accordance with the rules and criteria established by Health Net).....  | \$20        |
| Specialist to a Member's home (at the discretion of the Physician in accordance with the rules and criteria established by Health Net)..... | \$40        |
| Annual Physical Examination (1 per Calendar Year)** .....                                                                                   | Not Covered |

#### **Note**

Self-referrals are allowed for Obstetrician and Gynecological services. (Refer to "Obstetrician and Gynecologist (OB/GYN) Self-Referral" portion of "Covered Services and Supplies," Section 700.)

The office visit copayment applies to visits to your Primary Care Physician. The specialist consultation copayment applies to services that are performed by a Member Physician who is not your Primary Care Physician. When a specialist is your Primary Care Physician, the office visit copayment will apply to visits to that physician, except as noted below for certain Preventive Care Services. See "Primary Care Physician" in the "Definitions" section for information about the types of physicians you can choose as your Primary Care Physician.

\*See "Pediatric Vision Services (birth through age 18)" for details regarding pediatric vision care services for ages younger than 19.

\*\* For nonpreventive purpose, such as taken to obtain employment or administered at the request of a third party, such as a school, camp or sports organization. For annual preventive physical examinations, see “Preventive Care Services” below.

### Preventive Care Services

|                               | <i>Copayment</i> |
|-------------------------------|------------------|
| Preventive Care Services..... | \$0              |

**Note**

Covered services include, but are not limited to, annual preventive physical examinations, immunizations, screening and diagnosis of prostate cancer, well-woman examinations, preventive services for pregnancy, other women’s preventive services as supported by the Health Resources and Services Administration (HRSA), breast feeding support and supplies and preventive vision and hearing screening examinations. Refer to the "Preventive Care Services" portion of "Covered Services and Supplies," Section 700 for details.

If you receive any other covered services in addition to Preventive Care Services during the same visit, you will also pay the applicable Copayment for those services.

### Hospital Visits by Physician

|                                                               | <i>Copayment</i> |
|---------------------------------------------------------------|------------------|
| Physician visit to Hospital or Skilled Nursing Facility ..... | \$0              |

### Allergy, Immunizations and Injections

|                                                                                               | <i>Copayment</i> |
|-----------------------------------------------------------------------------------------------|------------------|
| Allergy testing.....                                                                          | \$40             |
| Allergy serum .....                                                                           | \$20             |
| Allergy injection services.....                                                               | \$20             |
| Immunizations for occupational purposes or foreign travel .....                               | Not covered      |
| Other immunizations (non-Preventive Care Services).....                                       | \$0              |
| Injections (excluding injections for Infertility)                                             |                  |
| Office based injectable medications (per dose).....                                           | 10%              |
| Self-injectable drugs (for each prescription; up to a 30 day maximum per prescription)* ..... | 10%              |

**Note:**

Immunizations that are part of Preventive Care Services are covered under “Preventive Care Services” in this section.

\* Self-injectable drugs (other than insulin) are considered Specialty Drugs, which require prior authorization and must be obtained from a contracted specialty pharmacy vendor. Please refer to the "Immunizations and Injections" provision of "Covered Services and Supplies," Section 700 for additional information.

### Rehabilitation and Habilitation Therapy

|                            | <i>Copayment</i> |
|----------------------------|------------------|
| Physical therapy .....     | \$20             |
| Occupational therapy ..... | \$20             |
| Speech therapy .....       | \$20             |
| Pulmonary therapy .....    | \$20             |
| Cardiac therapy .....      | \$20             |
| Habilitative therapy.....  | \$20             |

**Note:**

These services will be covered when Medically Necessary.

Coverage for physical, occupational and speech rehabilitation and habilitation therapy services is subject to certain conditions as described under the heading "Rehabilitation Habilitation Therapy" of "Exclusions and Limitations," Section 800.

## Care for Conditions of Pregnancy

### ***Copayment***

|                                                                            |                |
|----------------------------------------------------------------------------|----------------|
| Prenatal care and preconception visits .....                               | \$0            |
| Postnatal office visit* .....                                              | \$20           |
| Newborn care office visit (birth through 30 days)* .....                   | \$20           |
| Physician visit to the mother or newborn at a Hospital** .....             | \$0            |
| Professional Services for Normal delivery, including Cesarean section..... | \$0            |
| Complications of pregnancy, including Medically Necessary abortions .....  | See note below |
| Normal delivery, including cesarean section.....                           | \$0            |
| Elective abortion.....                                                     | \$0            |
| Genetic testing of fetus .....                                             | \$0            |
| Circumcision of newborn (birth through 30 days)*** .....                   | \$0            |

### **Note:**

The above Copayments apply to professional services only. Services that are rendered in a Hospital are also subject to the Hospital Services Copayment. Look under the "Inpatient Hospital Services" and "Outpatient Hospital Services" headings to determine any additional Copayments that may apply.

Applicable Copayment requirements apply to any services and supplies required for the treatment of an illness or condition, including but not limited to, complications of pregnancy. For example, if the complication requires an office visit, then the office visit Copayment will apply.

\*Prenatal, postnatal and newborn care that are Preventive Care Services are covered in full. See "Preventive Care Services" above. If other non-Preventive Care Services are received during the same office visit, the above Copayment will apply for the non-Preventive Care Services. Refer to "Preventive Care Services" and "Pregnancy" under "Covered Services and Supplies."

\*\*One Copayment per visit.

\*\*\* Circumcisions for members age 31 days and older are covered when Medically Necessary under outpatient surgery. Refer to "Other Professional Services" and "Outpatient Hospital Services" for applicable Copayments.

## Family Planning

### ***Copayment***

|                               |       |
|-------------------------------|-------|
| Sterilization of female ..... | \$0   |
| Sterilization of male.....    | \$150 |

### **Note:**

The above Copayments apply to professional services only. Services that are rendered in a Hospital are also subject to the Hospital Services Copayment. Look under the "Inpatient Hospital Services" and "Outpatient Hospital Services" headings to determine any additional Copayments that may apply.

Sterilization of females and women's contraception methods and counseling, as supported by HRSA guidelines, are covered under "Preventive Care Services" in this section.

## Other Professional Services

### ***Copayment***

|                                     |      |
|-------------------------------------|------|
| Surgery .....                       | \$0  |
| Assistance at surgery.....          | \$0  |
| Administration of anesthetics ..... | \$0  |
| Chemotherapy.....                   | \$20 |

|                                                                 |       |
|-----------------------------------------------------------------|-------|
| Radiation therapy .....                                         | \$20  |
| Laboratory services.....                                        | \$20  |
| Diagnostic imaging (including x-ray) services.....              | \$40  |
| CT, SPECT, MRI, MUGA and PET .....                              | \$150 |
| Medical social services .....                                   | \$20  |
| Patient education .....                                         | \$20  |
| Nuclear medicine (use of radioactive materials) .....           | \$20  |
| Renal dialysis .....                                            | \$20  |
| Organ, tissue, or stem cell transplant .....                    | \$0   |
| Infusion therapy in a home, outpatient or office setting* ..... | \$20  |

**Note:**

Surgery includes surgical reconstruction of a breast incident to a mastectomy, including surgery to restore symmetry, also includes prosthesis and treatment of physical complications at all stages of mastectomy, including lymphedema.

\*Infusion therapy is limited to a maximum of 30 days for each supply of injectable Prescription Drugs and other substances, for each delivery.

## Medical Supplies

### ***Copayment***

|                                                                     |     |
|---------------------------------------------------------------------|-----|
| Durable Medical Equipment, nebulizers, face masks and tubing* ..... | 10% |
| Orthotics (such as bracing, supports and casts) .....               | 10% |
| Diabetic Equipment* .....                                           | 10% |
| Diabetic Footwear.....                                              | 10% |
| Prostheses (internal or external)** .....                           | 10% |
| Blood or blood products .....                                       | 10% |

**Note:**

Breastfeeding devices and supplies, as supported by HRSA guidelines, are covered under "Preventive Care Services" in this section. For additional information, please refer to the "Preventive Care Services" provision in "Covered Services and Supplies," Section 700.

\* Corrective footwear for the management and treatment of diabetes are covered under the "Diabetic Equipment" benefit as Medically Necessary. For a complete list of covered diabetic equipment and supplies, please see "Diabetic Equipment" in "Covered Services and Supplies," Section 700.

\*\*Includes coverage of ostomy and urological supplies. See "Ostomy and Urological Supplies" portion of "Covered Services and Supplies".

## Home Health Care Services

### ***Copayment***

|                                 |                |
|---------------------------------|----------------|
| Home Health Care Services ..... | \$20 per visit |
|---------------------------------|----------------|

**Limitations**

100 visits maximum per Calendar Year

## Hospice Services

### ***Copayment***

|                    |     |
|--------------------|-----|
| Hospice care ..... | \$0 |
|--------------------|-----|



## Ambulance Services

### Copayment

|                       |       |
|-----------------------|-------|
| Ground ambulance..... | \$150 |
| Air ambulance .....   | \$150 |

## Inpatient Hospital Services

### Copayment

|                                                                                                            |                            |
|------------------------------------------------------------------------------------------------------------|----------------------------|
| Room and board in a semi private room or special care unit including ancillary (additional) services ..... | \$250 per day up to 5 days |
|------------------------------------------------------------------------------------------------------------|----------------------------|

#### **Note:**

The above Copayment is applicable for each day of hospitalization for an adult, pediatric or newborn patient. If a newborn patient requires admission to a Special Care Unit, a separate Copayment for inpatient Hospital Services will apply.

## Outpatient Facility Services

### Copayment

|                                                                                           |       |
|-------------------------------------------------------------------------------------------|-------|
| Outpatient surgery (surgery performed in a hospital or Outpatient Surgical Center)* ..... | \$250 |
| Outpatient facility services (other than surgery).....                                    | 10%   |

#### **Note:**

Other professional services performed in the outpatient department of a hospital, such as a visit to a Physician (office visit), lab and X-ray services, physical therapy, etc. are subject to the same Copayment which is required when these services are performed at your Physician's office. Look under the headings for the various services such as office visits, neuromuscular rehabilitation and other professional services to determine any additional Copayments that may apply.

Screening colonoscopy and sigmoidoscopy procedures (for the purposes of colorectal cancer screening) will be covered under the "Preventive Care Services" section above. Diagnostic endoscopic procedures (except screening colonoscopy and sigmoidoscopy), performed in an outpatient facility require the Copayment applicable for outpatient facility services.

Use of a Hospital emergency room appears in the first item at the beginning of this section.

\*Copayment covers facility fee and physician/surgeon fees.

## Skilled Nursing Facility Services

### Copayment

|                                                                                 |                            |
|---------------------------------------------------------------------------------|----------------------------|
| Room and board in a semiprivate room with ancillary (additional) services ..... | \$150 per day up to 5 days |
|---------------------------------------------------------------------------------|----------------------------|

## Mental Disorders and Chemical Dependency Benefits

### Severe Mental Illness or Serious Emotional Disturbances of a Child

### Copayment

|                                                                                                                                                                                   |                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Outpatient professional consultation (psychological evaluation or therapeutic session in an office setting).....                                                                  | \$20                      |
| Outpatient professional consultation (psychological evaluation or therapeutic session in a home setting for pervasive developmental disorder or autism per provider per day)..... | \$20                      |
| Physician visit to Hospital, Behavioral Health Facility or Residential Treatment Center .....                                                                                     | \$0                       |
| Inpatient services.....                                                                                                                                                           | \$250 per day up to 5 day |

|                                                                          |     |
|--------------------------------------------------------------------------|-----|
| Intensive outpatient care or partial hospitalization/day treatment ..... | \$0 |
|--------------------------------------------------------------------------|-----|

### **Other Mental Disorders**

### **Copayment**

|                                                                                                                  |                            |
|------------------------------------------------------------------------------------------------------------------|----------------------------|
| Outpatient professional consultation (psychological evaluation or therapeutic session in an office setting ..... | \$20                       |
| Physician visit to Hospital, Behavioral Health Facility or Residential Treatment Center.....                     | \$0                        |
| Intensive outpatient care or partial hospitalization/day treatment .....                                         | \$0                        |
| Inpatient Services .....                                                                                         | \$250 per day up to 5 days |

### **Chemical Dependency**

### **Copayment**

|                                                                                                                  |                            |
|------------------------------------------------------------------------------------------------------------------|----------------------------|
| Outpatient professional consultation (psychological evaluation or therapeutic session in an office setting ..... | \$20                       |
| Physician visit to Hospital, Behavioral Health Facility or Residential Treatment Center.....                     | \$0                        |
| Intensive outpatient care or partial hospitalization/day treatment .....                                         | \$0                        |
| Inpatient Services .....                                                                                         | \$250 per day up to 5 days |
| Detoxification .....                                                                                             | \$250 per day up to 5 days |

### **Note**

Each group therapy session counts as one half of a private office visit for each Member participating in the session.

Each group therapy session requires only one half of a private office visit Copayment.

The applicable Copayment for outpatient services is required for each visit.

The above inpatient Copayment is applicable for each day.

### **Exceptions**

If two or more Members in the same family attend the same outpatient treatment session, only one Copayment will be applied.

### **Prescription Drugs**

Refer to the **Note** below for clarification of your financial responsibility regarding Copayment.

### **Copayment**

#### **Retail Pharmacy (up to a 30 day supply)**

|                                                                                                                                                                                                           |      |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Tier I Drugs (Generic drugs when listed in the Essential Rx Drug List) .....                                                                                                                              | \$5  |
| Tier II Drugs (preferred Brand Name Drugs, peak flow meters, inhaler spacers, insulin and diabetic supplies listed in the Essential Rx Drug List).....                                                    | \$15 |
| Tier III Drugs (non-preferred Brand Name Drugs, Brand Name Drugs with generic equivalent (if Medically Necessary), drugs listed at Tier III Drug or drugs not listed in the Essential Rx Drug List) ..... | \$25 |
| Smoking Cessation Drugs .....                                                                                                                                                                             | 50%  |
| Sexual dysfunction drugs (including self-injectable drugs).....                                                                                                                                           | 50%  |
| Appetite Suppressants .....                                                                                                                                                                               | 50%  |
| Preventive drugs and women's contraceptives .....                                                                                                                                                         | \$0  |

#### **Maintenance Drugs through the Mandatory Mail Order Program (up to a 90 day supply)**

|                                                                                                                           |      |
|---------------------------------------------------------------------------------------------------------------------------|------|
| Tier I Drugs (generic drugs when listed in the Essential Rx Drug List) .....                                              | \$10 |
| Tier II Drugs (preferred brand name drugs, insulin and diabetic supplies when listed in the Essential Rx Drug List) ..... | \$30 |

|                                                                                                                                                                                    |      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Tier III Drugs (non-preferred Brand Name Drugs, Brand Name Drugs with generic equivalents, drugs listed at Tier III Drugs or drugs not listed in the Essential Rx Drug List) ..... | \$50 |
| Preventive drugs and women's contraceptives .....                                                                                                                                  | \$0  |

**Notes:**

For information about Health Net's Essential Rx Drug List, please call the Customer Contact Center at the telephone number on your ID card.

You will be charged a Copayment for each Prescription Drug Order.

Your financial responsibility for covered Prescription Drugs varies by the type of drug dispensed. For a complete description of Prescription Drug benefits, exclusions and limitations, please refer to the "Prescription Drugs" portion of the "Covered Services and Supplies" and the "Exclusions and Limitations" sections.

Maintenance Drugs must be obtained through the mail order drug program. Please refer to the "Prescription Drugs" portion of "Covered Services and Supplies" under the heading "Drugs Dispensed by Mail Order." Maintenance Drugs may also be obtained at a CVS retail pharmacy under the mail order program benefits.

Percentage Copayments will be based on Health Net's contracted pharmacy rate.

Generic Drugs will be dispensed when a Generic Drug equivalent is available. We will cover Brand Name drugs that have a generic equivalent at the Copayment for the Tier III Drugs, when determined to be Medically Necessary.

**Prior Authorization:**

Prior Authorization may be required. Refer to the "Prescription Drugs" portion of "Covered Services and Supplies" Section 700 for a description of Prior Authorization requirements or visit our website at [www.healthnet.com](http://www.healthnet.com) to obtain a list of drugs that require Prior Authorization.

**Copayment exceptions:**

If the pharmacy's retail price is less than the applicable Copayment, the Member will only pay the pharmacy's retail price.

**Preventive Drugs and Women's Contraceptives:**

Preventive drug and women's contraceptives that are approved by the Food and Drug Administration are covered at no cost to the Member. Please see the "Preventive Drugs and Women's Contraceptives" provision in the "Prescription Drugs" portion of "Covered Services and Supplies," Section 700, for additional details.

If a Brand Name Drug is dispensed, and there is a generic equivalent commercially available, you will be required to pay the difference in cost between the Generic and Brand Name Drug. However, if a Brand Name Drug is Medically Necessary and the Physician obtains Prior Authorization from Health Net, then the Brand Name Drug will be dispensed at no charge.

**Mail Order:**

A 90 consecutive-calendar-day supply of covered maintenance drugs will be dispensed at the applicable mail order Copayment. However, when the retail Copayment is a percentage, the mail order Copayment is the same percentage of the cost to Health Net as the retail Copayment.

**Diabetic Supplies:**

Diabetic supplies (blood glucose testing strips, lancets, disposable needles and syringes) are packaged in 50, 100 or 200 unit packages. Packages cannot be "broken" (i.e., opened in order to dispense the product in quantities other than as packaged).

When a prescription is dispensed, you will receive the size of package and/or number of packages required for you to test the number of times your Physician has prescribed for up to a 30-day period.

**Smoking Cessation Drugs**

Drugs prescribed for smoking cessation are covered up to a twelve-week course of therapy per Calendar Year if you are concurrently enrolled in a comprehensive smoking cessation behavioral modification support program. The prescribing Physician must request Prior Authorization for coverage. For information regarding smoking cessation behavioral modification support programs available through Health Net, contact the Customer Contact Center at the telephone number on your Health Net ID Card or visit the Health Net website at [www.healthnet.com](http://www.healthnet.com).

**Sexual Dysfunction Drugs**

Drugs (including injectable medications) when Medically Necessary for treating sexual dysfunction are limited to a maximum of 8 doses in any 30 day period. Sexual dysfunction drugs are not available through the mail order program.

## Pediatric Vision Services (birth through age 18)

All of the following services must be provided by a Health Net Participating Vision Provider in order to be covered. Refer to the “Pediatric Vision Services” portion of “Exclusions and Limitations” for limitation on covered pediatric vision services.

*The pediatric vision services benefits are provided by Health Net. Health Net contracts with EyeMed Vision Care, LLC, a vision services provider panel, to administer the pediatric vision services benefits.*

| <b>Professional Services</b>                  | <b>Copayment</b> |
|-----------------------------------------------|------------------|
| Routine eye examination with dilation .....   | \$0*             |
| Examination for Contact Lenses                |                  |
| Standard contact lens fit and follow-up ..... | up to \$55       |
| Premium contact lens fit and follow-up .....  | 10% off retail   |

### Limitation:

\*In accordance with professionally recognized standards of practice, this Plan covers one complete vision examination once every calendar year. .

### Note:

Examination for contact lenses is in addition to the Member's vision examination. There is no additional copayment for contact lens follow-up visit after the initial fitting exam.

Benefits may not be combined with any discounts, promotional offerings or other group benefit plans. Allowances are one time use benefits. No remaining balance.

Standard contact lens include soft, spherical and daily wear contact lenses.

Premium contact lens include toric, bifocal, multifocal, cosmetic color, post-surgical and gas permeable contact lenses.

| <b>Materials (includes frames and lenses)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Copayment</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Provider selected Frames (one every 12 months) .....                                                                                                                                                                                                                                                                                                                                                                                                                                                | \$0              |
| Standard Plastic Eyeglass Lenses (one pair every 12 months) .....                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$0              |
| <ul style="list-style-type: none"><li>• Single vision, bifocal, trifocal, lenticular</li><li>• Glass or plastic</li></ul>                                                                                                                                                                                                                                                                                                                                                                           |                  |
| Optional Lenses and Treatments including: .....                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$0              |
| <ul style="list-style-type: none"><li>• UV Treatment</li><li>• Tint (Fashion &amp; Gradient &amp; Glass-Grey)</li><li>• Standard Plastic Scratch Coating</li><li>• Standard Polycarbonate –</li><li>• Photocromatic / Transitions Plastic</li><li>• Standard Anti-Reflective Coating</li><li>• Polarized</li><li>• Standard Progressive Lens</li><li>• Hi-Index Lenses</li><li>• Blended segment Lenses</li><li>• Intermediate vision Lenses</li><li>• Select or ultra progressive lenses</li></ul> |                  |

Premium Progressive Lenses.....80% of Retail Charge less \$120

Provider selected Contact Lenses (In lieu of eyeglass lenses).....\$0

- Extended Wear Disposables: Up to 6 month supply of monthly or 2 week disposable, single vision spherical or toric contact lenses
- Daily Wear/Disposables: Up to 3 month supply of daily disposables, single vision spherical contact lenses
- Conventional: 1 pair from selection of provider designated contact lenses
- Medically Necessary\*

\* Contact Lenses are defined as medically necessary if the individual is diagnosed with one of the following conditions:

- High Ametropia exceeding -10D or +10D in meridian powers
- Anisometropia of 3D in meridian powers
- Keratoconus when the member's vision is not correctable to 20/25 in either or both eyes using standard spectacle lenses
- Vision improvement for members whose vision can be corrected two lines of improvement on the visual acuity chart when compared to the best corrected standard spectacle lenses

#### **Medically Necessary Contact Lenses:**

Coverage of Medically Necessary contact lenses is subject to Medical Necessity, Prior Authorization from Health Net and all applicable exclusions and limitations. See "Vision Services" portion of "Exclusions and Limitations" for details of limitations.

### **Acupuncture Services**

Acupuncture Services are provided by Health Net. Health Net contracts with American Specialty Health Plans of California, Inc. (ASH Plans) to offer quality and affordable acupuncture coverage. With this program, you may obtain care by selecting a Contracted Acupuncturist from the *ASH Plans Contracted Acupuncturist Directory*.

| <b>Office Visits</b>          | <b>Copayment</b> |
|-------------------------------|------------------|
| New patient examination ..... | \$20             |
| Each subsequent visit.....    | \$20             |
| Re-examination visit .....    | \$20             |
| Second opinion .....          | \$20             |

#### **Note**

If the re-evaluation occurs during a subsequent visit, only one Copayment will be required.

#### **Limitations**

Acupuncture services are covered when Medically Necessary.

## OUT-OF-POCKET MAXIMUM (SECTION 500)

The Out-of-Pocket Maximum (OOPM) amounts below are the maximum amounts you must pay for covered services during a particular Calendar Year, except as described in "Exceptions to OOPM" below.

Once the total amount of all Copayments you pay for covered services and supplies under this Plan Contract in any one Calendar Year equals the Out-of-Pocket Maximum amount, no payment for covered services and supplies may be imposed on any Member, except as described in "Exceptions to OOPM" below.

The OOPM amounts for this Plan are:

|                  |         |
|------------------|---------|
| One Member ..... | \$4,000 |
| Family.....      | \$8,000 |

### Exceptions to OOPM

Your payments for services or supplies that this plan does not cover will not be applied to the OOPM amount.

### How the OOPM Works

Keep a record of your payment for covered services and supplies. When the total in a Calendar Year reaches the OOPM amount shown above, contact the Customer Contact Center at the telephone number shown on your Health ID Card for instructions.

- If an individual Member pays amounts for covered services and supplies in a Calendar Year that equal the OOPM amount shown above for an individual Member, no further payment is required for that Member for the remainder of the Calendar Year.
- Once an individual Member in a Family satisfies the individual OOPM, the remaining enrolled Family Members must continue to pay the Copayments until either (a) the aggregate of such Copayments paid by the Family reaches the Family OOPM or (b) each enrolled Family Member individually satisfies the individual OOPM.
- If amounts for covered services and supplies paid for all enrolled Members equal the OOPM amount shown for a family, no further payment is required from any enrolled Member of that family for the remainder of the Calendar Year for those services. (NOTE: In order for the Family Out-of-Pocket Maximum to apply, all Family Members must be enrolled under a single Subscriber. Family Members enrolled as separate Subscribers are each subject to the One Member Out-of-Pocket Maximum.)
- Only amounts that are applied to the individual Member's OOPM amount may be applied to the family's OOPM amount. Any amount you pay for covered services for yourself that would otherwise apply to your individual OOPM but exceeds the above stated OOPM amount for one Member will be refunded to you by Health Net and will not apply toward your family's OOPM. Individual members cannot contribute more than their individual OOPM amount to the Family OOPM.

*You must notify Health Net when the OOPM amount has been reached. Please keep a copy of all receipts and canceled checks for costs for covered services and supplies as proof of payments made.*





## ELIGIBILITY, ENROLLMENT AND TERMINATION (SECTION 600)

### Subsection-A

#### **Who Is Eligible and How to Enroll for Coverage**

Health Net establishes the conditions of eligibility that must be met in order to be eligible for coverage under this health plan. In order to enroll in and receive coverage under this plan, Subscriber and each of the Subscriber's Family Members that apply for enrollment must: (a) live in the Health Net Service Area; (b) be a citizen or national of the United States or an alien lawfully present in the United States; (c) not be incarcerated; and (d) apply for enrollment during an open enrollment period or during a special enrollment period as defined below under "Special Enrollment Periods." Open enrollment takes place October 1, 2013 to March 31, 2014, inclusive, then annually on and after January 1, 2015, from October 15 to December 7, inclusive. The following persons are not eligible for coverage under this plan: (a) persons eligible for enrollment in a group plan with minimum essential coverage; (b) persons age 65 and older and eligible for Medicare benefits; (c) are incarcerated; and (c) persons eligible for Medi-Cal, Healthy Families or other applicable state or federal programs. The Notice of Acceptance indicates the names of applicants who have been accepted for enrollment, the effective date thereof, the plan selected and the monthly subscription charge.

Subscribers who enroll in this plan may also apply to enroll Family Members who satisfy the eligibility requirements for enrollment. The following types of dependents describe those Family Members who may apply for enrollment in this plan:

- Spouse: The Subscriber's lawful spouse, as defined by California law. (The term "spouse" also includes the Subscriber's Domestic Partner when the domestic partnership meets all Domestic Partner requirements under California law as defined in "Definitions," Section 1100.)
- Children: The children of the Subscriber or his or her spouse (including legally adopted children, stepchildren and children for whom the Subscriber is a court-appointed guardian).

#### **Age Limit for Children**

Each child is eligible to apply for enrollment as a Dependent until the age of 26 (the limiting age

#### **Special Enrollment Periods**

In addition to the Open Enrollment period, you are eligible to enroll in this plan within 60 days of certain events, including but not limited to the following:

- Lost coverage in a plan with minimum essential coverage (coverage becomes effective the first of the following month after loss of coverage), not including loss due to non-payment of premiums;
- Gained or became a dependent (see "Newly Acquired Dependents" section below);
- Were mandated to be covered as a dependent due to a valid state or federal court order;
- Were released from incarceration;
- Had the material provision of your health coverage contract substantially violated by your health coverage issuer;
- Gained access to new health benefit plans as a result of a permanent move;
- Were receiving services under another health benefit plan from a contracting provider who is no longer participates in that health plan for any of the following conditions: (a) an acute or serious condition; (b) a terminal illness; (c) a pregnancy; (d) care of a newborn between birth and 36 months; or (e) a surgery or other procedure authorized as part of a documented course of treatment to occur within 180 days of the contracts termination date or the effective date of coverage for a newly covered member;
- Demonstrate to the California Exchange that you did not enroll in a health benefit plan during the immedi-

ately preceding enrollment period available to you because you were misinformed that you were covered under minimum essential coverage;

- Are a member of the reserve forces of the United States military returning from active duty or a member of the California National Guard returning from active duty under Title 32 of United States Code;
- Newly become a citizen or national of the United States or an alien lawfully present in the United States;
- Were not allowed to enroll in a California Exchange plan due to the intentional, inadvertent or erroneous actions of the Exchange.
- Are newly eligible or newly ineligible for advance payments of the premium tax credit or have a change in eligibility for cost-sharing reductions; or
- Are an Indian, as defined by section 4 of the Indian Health Care Improvement Act (you can change from one plan to another one time per month).

### **Disabled Child**

Children who reach age 26 are eligible to apply to continue enrollment as a Dependent for coverage if **all** of the following conditions apply:

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

If you are applying to enroll a disabled child for new coverage as a Dependent, you must provide Health Net with proof of incapacity and dependency within 60 days of the date you receive a request for such information about the dependent child from Health Net.

Health Net must provide you notice at least 90 days prior to the date your enrolled child reaches the age limit at which the dependent child's coverage will terminate. You must provide Health Net with proof of your child's incapacity and dependency within 60 days of the date you receive such notice from Health Net in order to continue coverage for a disabled child past the age limit.

You must provide the proof of incapacity and dependency at no cost to Health Net.

A disabled child may remain covered by this Plan as a Dependent for as long as he or she remains incapacitated and continues to meet the eligibility criteria described above.

### **Legal Separation or Final Decree of Dissolution of Marriage or Domestic Partnership or Annulment**

On midnight of the last day of the month in which legal separation occurs or entry of the final decree of dissolution of marriage or Domestic Partnership or annulment occurs, a spouse shall cease to be an eligible Family Member. Children of the spouse who are not also the natural or legally adopted children of the Subscriber shall cease to be eligible Family Members at the same time.

### **Change in Eligibility**

You must notify Health Net of changes that will affect your eligibility, including no longer residing in the Health Net Service Area. You should direct any such correspondence to us at: Health Net Individual Products, P.O. Box 1150, Rancho Cordova, CA 95670.

## **Subsection-B**

### **Special Enrollment Periods for Newly Acquired Dependents**

You are entitled to enroll newly acquired dependents as follows:

**Spouse:** If you are the Subscriber and you marry while you are covered by this Plan, you may apply to enroll your new spouse (and your spouse's eligible children) within 60 days of the date of marriage by submitting a new Enrollment Application to Health Net. If your spouse is accepted for coverage, coverage begins on the date indicated on the Notice of Acceptance for the new enrollee.

**Domestic Partner:** If you are the Subscriber and you enter into a domestic partnership while you are covered by this Plan, you may apply to enroll your new Domestic Partner (and his or her eligible children) within 60 days of the date a Declaration of Domestic Partnership is filed with the Secretary of State by submitting a new Enrollment Application to Health Net. If your Domestic Partner is accepted for coverage, coverage begins on the date indicated on the Notice of Acceptance for the new enrollee.

**Newborn Child:** A child newly born to the Subscriber or his or her spouse is automatically covered from the moment of birth through the 30th day of life. In order for coverage to continue beyond the 30th day of life, you must enroll the child within 31 days of birth by submitting a Newborn Addition Form to Health Net and paying any applicable subscription charges. If you do not enroll the child within 31 days of birth, your child will be eligible to enroll under a special enrollment period within 60 days of birth.

If the mother is the Subscriber's spouse and an enrolled Member, the child will be assigned to the mother's Physician Group. If the mother is not enrolled, the child will be automatically assigned to the Subscriber's Physician Group. If you want to choose another Physician Group for that child, the transfer will take effect only as stated in the "Transferring to Another Contracting Physician Group" portion of this section.

**Adopted Child:** A newly adopted child or a child who is being adopted becomes eligible on the date of adoption or the date of placement for adoption, as requested by the adoptive parent.

Coverage begins automatically and will continue for 30 days from the date of eligibility. The child will be assigned to the Subscriber's Physician Group. You must enroll the child within 31 days for coverage to continue beyond the first 30 days by submitting a Newborn Addition Form to Health Net and paying any applicable subscription charges. If you do not enroll the child within 31 days of adoption/placement, your child will be eligible to enroll under a special enrollment period within 60 days of adoption placement.. If you want to choose another Physician Group for that child, the transfer will take effect only as stated in the "Transferring to Another Contracting Physician Group" portion of this section.

**Legal Ward (Guardianship):** If the Subscriber or spouse becomes the legal guardian of a child, the child is eligible to enroll on the effective date of the court order, but coverage is not automatic. . You must enroll the child within 60 days of the effective date of the court order by submitting a Newborn Addition Form to Health Net and paying any applicable subscription charges. The child will be assigned to the Subscriber's Physician Group. Coverage will begin on the first day of the month after Health Net receives the enrollment request. You must enroll the child by submitting a Newborn Addition Form to Health Net and paying any applicable Subscription Charges. If you want to choose another Physician Group for that child, the transfer will take effect only as stated in the "Transferring to Another Physician Group" portion of this section.

Health Net will require proof that the Subscriber or spouse is the court-appointed legal guardian.

## Subsection-C

### **Special Reinstatement Rule for Reservists Returning from Active Duty**

Reservists ordered to active duty on or after January 1, 2007 who were covered under this Plan at the time they were ordered to active duty and their eligible dependents will be reinstated without waiting periods or exclusion of coverage for pre-existing conditions. A reservist means a member of the U.S. Military Reserve or California National Guard called to active duty as a result of the Iraq conflict pursuant to Public Law 107-243 or the Afghanistan conflict pursuant to Presidential Order No. 13239. Please notify Health Net when you return from active duty if you want to reinstate your coverage under this Plan.

## Subsection-D

### **Transferring to Another Contracting Physician Group**

As stated in the "Selecting a Physician Group" portion of "Introduction to Health Net," Section 300, each person must select a Physician Group close enough to his or her residence to allow reasonable access to care. Please call the Customer Contact Center at the telephone number on your Health Net ID card if you have questions involving reasonable access to care.

Any individual Member may change Physician Groups by transferring from one to another when:

- The Member moves to a new address (notify Health Net within 30 days of the change).
- Determined necessary by Health Net.
- The Member exercises the once-a-month transfer option.

#### **Exceptions**

Health Net will not permit a once-a-month transfer at the Member's option if the Member is confined to a Hospital. However, if you believe you should be allowed to transfer to another contracting Physician Group because of unusual or serious circumstances and you would like Health Net to give special consideration to your needs, please contact our Customer Contact Center at the telephone number on your Health Net ID Card for prompt review of your request.

### **Effective Date of Transfer**

If we receive your request for a transfer on or before the 15th day of the month, the transfer will occur on the first day of the following month. (Example: Request received March 12, transfer effective April 1.)

If we receive your request for a transfer on or after the 16th day of the month, the transfer will occur on the first day of the second following month. (Example: Request received March 17, transfer effective May 1.)

If your request for a transfer is not allowed because of a hospitalization and you still wish to transfer after the medical condition or treatment for it has ended, please call the Customer Contact Center at the telephone number on your Health Net ID Card to process the transfer request. The transfer in a case like this will take effect on the first day of the calendar month following the date the treatment for the condition causing the delay ends.

For a newly eligible child who has been automatically assigned to a Physician Group, the transfer will not take effect until the first day of the calendar month following the date the child first becomes eligible. (Automatic assignment takes place with *newborn* and *adopted* children and is described in the "Who is Eligible and How to Enroll for Coverage" provision earlier in this section.)

## Subsection-E

### **Renewal Provisions**

Subject to the termination provisions described below, coverage will remain in effect for each month subscription charges are received and accepted by Health Net.

## Subsection-F

### **Re-enrollment**

If you terminate coverage for yourself or any of your Family Members, you may apply for re-enrollment.

## Subsection-G

### **Termination for Cause**

You may terminate this Plan Contract with a written notice to Health Net. You should direct any such correspondence to us at: Health Net Individual Products, P.O. Box 1150, Rancho Cordova, CA 95670. In such event, termination will be effective on midnight of the first day of the month following our receipt of your written notice to cancel. If the terms of this Plan Contract are altered by Health Net, no resulting reduction in coverage will adversely affect a Member who is confined to a Hospital at the time of such change.

Health Net may terminate this Plan Contract together with all like Plan Contracts by giving 90 days' written notice to the Subscriber and the California Department of Managed Health Care. If your coverage is terminated because Health Net ceases to offer all like policies, you may be entitled to Conversion coverage, in which case information on Conversion coverage would be provided in the written termination notice.

Health Net may individually terminate or not renew this Plan Contract for the following reasons or under the following circumstances:

- Failure of the Subscriber to pay any subscription charges when due in the manner specified in "Subscription Charges," Section 200. See "Subscription Charges," Section 200 for additional information regarding termination resulting from failure of the Subscriber to pay any Subscription Charges.
- If you commit any act or practice which constitutes fraud, or for any intentional misrepresentation of material fact under the terms of the agreement, in which case a notice of termination will be sent and termination will be effective upon the date the notice of termination is mailed. Some examples include:
  - a. Misrepresenting eligibility information about you or a Dependent
  - b. Presenting an invalid prescription or physician order
  - c. Misusing a Health Net Member I.D. Card (or letting someone else use it)
- Termination of this Plan Contract for good cause:
  - a. Subscriber ceases to be eligible according to the eligibility provisions of this health plan, in which case a notice of termination will be sent and coverage will be terminated for Subscriber and any enrolled Family Members effective on midnight of the last day of the month for which loss of eligibility occurs. See "Who is Eligible and How to Enroll" earlier in this section for eligibility provisions.
  - b. Family Member ceases to be eligible according to the eligibility provisions of this health plan, in which case a notice of termination will be sent and coverage will be terminated only for that person effective on midnight of the last day of the month in which loss of eligibility occurred.

If coverage is terminated for failure to pay subscription charges when due, or for committing any act or practice which constitutes fraud, or for any intentional misrepresentation of material fact under the terms of the agreement, you may lose the right to re-enroll in Health Net in the future. We may also report criminal fraud and other illegal acts to the authorities for prosecution.

Health Net will conduct a fair investigation of the facts before any termination or involuntary transfer for any of the above reasons is carried out.

Members are responsible for payment for any services received after termination of this Plan Contract at the provider's prevailing, non-Member rates. This is also applicable to Members who are hospitalized or undergoing treatment for an ongoing condition on the termination date of this Plan Contract.

If a Member's coverage is terminated under this health plan by Health Net for any reason noted above other than failure to pay subscription charges, a notice of termination will be issued and will include the following: (a) the reason the Plan Contract has been cancelled; (b) the specific date and time when coverage is terminated; and (c) the right to request a review of the termination by the Director of the California Department of Managed Health Care.

For any reason noted above other than failure to pay subscription charges:

- If the Member requests a review of the termination by the Director of the California Department of Managed Health Care before coverage is terminated, coverage will be continued until completion of the review, as long as subscription charges and other cost sharing obligations under this Plan Contract are paid.
- If the Member requests a review of the termination by the Director of the California Department of Managed Health Care after termination, and the Director determines that coverage was improperly terminated, coverage will be reinstated.

## **Rescission or Cancellation of Coverage for Fraud or Intentional Misrepresentation of Material Fact**

**WHEN HEALTH NET CAN RESCIND OR CANCEL A PLAN CONTRACT:** Within the first 24 months of coverage, Health Net may rescind this Plan Contract for any act or practice which constitutes fraud, or for any intentional misrepresentation of material fact in the written information submitted by you or on your behalf on or with your enrollment application.

Health Net may cancel a Plan Contract for any act or practice which constitutes fraud, or for any intentional misrepresentation of material fact under the terms of the Plan Contract.

A material fact is information which, if known to Health Net, would have caused Health Net to decline to issue coverage.

### **Cancellation of a Plan Contract**

If this Plan Contract is cancelled, you will be sent a notice of cancellation and cancellation will be effective upon the date the notice of cancellation is mailed.

### **Rescission of a Plan Contract**

If this Plan Contract is rescinded, Health Net shall have no liability for the provision of coverage under this Plan Contract.

By signing the enrollment application, you represented that all responses were true, complete and accurate, and that the enrollment application would become part of the Plan Contract between Health Net and you. By signing the enrollment application you further agreed to comply with the terms of this Plan Contract.

If after enrollment Health Net investigates your enrollment application information, Health Net must notify you of this investigation, the basis of the investigation and offer you an opportunity to respond.

If Health Net makes a decision to rescind your coverage, such decision will be first sent for review to an independent third party auditor contracted by Health Net.

If this Plan Contract is rescinded, Health Net will provide a 30 day written notice prior to the effective date of the rescission that will:

1. explain the basis of the decision and your appeal rights;
2. clarify that all members covered under your coverage other than the individual whose coverage is rescinded may continue to remain covered; and
3. explain that your monthly premium will be modified to reflect the number of members that remain under this Plan Contract.
4. explain your right to appeal Health Net's decision to rescind coverage.

If this Plan Contract is rescinded:

1. Health Net may revoke your coverage as if it never existed and you will lose health benefits including coverage for treatment already received;
2. Health Net will refund all premium amounts paid by you, less any medical expenses paid by Health Net on behalf of you and may recover from you any amounts paid under the Plan Contract from the original date of coverage; and
3. Health Net reserves its right to obtain any other legal remedies arising from the rescission that are consistent with California law.

If Health Net denies your appeal, you have the right to seek assistance from the California Department of Managed Health Care.

## COVERED SERVICES AND SUPPLIES (SECTION 700)

You are entitled to receive Medically Necessary services and supplies described below when they are authorized according to procedures Health Net and the Physician Group have established. The fact that a Physician or other provider may perform, prescribe, order, recommend or approve a service, supply or hospitalization does not, in itself, make it Medically Necessary or make it a covered service.

Any covered service or supply may require a Copayment, be subject to a Deductible or have a benefit maximum. Please refer to "Schedule of Benefits and Copayments," Section 400, for details.

***Certain limitations may apply. Be sure you read the section entitled "Exclusions and Limitations," Section 800, before obtaining care.***

### Subsection-A

#### Medical Services and Supplies

##### Office Visits

Office visits for services by a Physician are covered. Also covered are office visits for services by other health care professionals when you are referred by your Primary Care Physician.

##### Preventive Care Services

***The coverage described below shall be consistent with the requirements of the Affordable Care Act (ACA).***

Preventive Care Services are covered for children and adults, as directed by your Physician, based on the guidelines from the following resources:

- U.S. Preventive Services Task Force Grade A & B recommendations ([www.uspreventiveservicestaskforce.org/uspstf/uspsabrecs.htm](http://www.uspreventiveservicestaskforce.org/uspstf/uspsabrecs.htm))
- The Advisory Committee on Immunization Practices (ACIP) that have been adopted by the Center for Disease Control and Prevention ([www.cdc.gov/vaccines/recs/ACIP/](http://www.cdc.gov/vaccines/recs/ACIP/))
- Guidelines for infants, children, adolescents and women's preventive health care as supported by the Health Resources and Services Administration (HRSA) ([www.hrsa.gov/womensguidelines/](http://www.hrsa.gov/womensguidelines/))

Your Physician will evaluate your health status (including, but not limited to, your risk factors, family history, gender and/or age) to determine the appropriate Preventive Care Services and frequency. The list of Preventive Care Services are available through [www.healthcare.gov/news/factsheets/2010/07/preventive-services-list.html](http://www.healthcare.gov/news/factsheets/2010/07/preventive-services-list.html). Examples of Preventive Care Services include, but are not limited to:

- Periodic health evaluations
- Preventive vision and hearing screening
- Blood pressure, diabetes, and cholesterol tests
- USPSTF and HRSA recommended cancer screenings, including FDA-approved human papillomavirus (HPV) screening test, prostate and cervical cancer screening, screening and diagnosis of prostate cancer (including prostate-specific antigen testing and digital rectal examinations), screening for breast, cervical and colorectal cancer, human immunodeficiency virus (HIV) screening, mammograms and colonoscopies
- Developmental screenings to diagnose and assess potential developmental delays
- Counseling on such topics as quitting smoking, lactation, losing weight, eating healthfully, treating depression, prevention of sexually transmitted diseases and reducing alcohol use
- Routine immunizations against diseases such as measles, polio, or meningitis

- Flu and pneumonia shots
- Vaccination for acquired immune deficiency disorder (AIDS) that is approved for marketing by the FDA and that is recommended by the United States Public Health Service
- Counseling, screening, and immunizations to ensure healthy pregnancies
- Regular well-baby and well-child visits
- Human immunodeficiency virus (HIV) screening and counseling
- Well-woman visits

Preventive Care Services for women also include screening for gestational diabetes; sexually-transmitted infection counseling; FDA-approved contraception methods for women and contraceptive counseling; breastfeeding support, supplies and counseling; and domestic violence screening and counseling.

One breast pump and the necessary supplies to operate it (as prescribed by your Physician) will be covered for each pregnancy at no cost to the Member. We will determine the type of equipment, whether to rent or purchase the equipment and the vendor who provides it. This includes one retail-grade breast pump (either a manual pump or a standard electric pump) as prescribed by Your Physician. Breast pumps can be obtained by calling the Customer Contact Center at the phone number on your Health Net ID card.

Preventive Care Services are covered as shown in "Schedule of Benefits and Copayments," Section 400.

### **Vision and Hearing Examinations**

Vision and hearing examinations for diagnosis and treatment are covered. Preventive vision and hearing screening are covered as Preventive Care Services as shown in "Schedule of Benefits and Copayments" Section 400. See the "Pediatric Vision Services" portion of the "Schedule of Benefits and Copayments" for information regarding vision examinations for children under 19 years of age.

### **Obstetrician and Gynecologist (OB/GYN) Self-Referral**

If you are a female Member you may obtain OB/GYN Physician services without first contacting your Primary Care Physician.

For example, if you need OB/GYN Preventive Care Services, are pregnant or have a gynecology ailment, you may go directly to an OB/GYN Specialist or a Physician who provides such services in your Physician Group.

If such services are not available in your Physician Group, you may go to one of the contracting Physician Group's referral Physicians who provides OB/GYN services. (Each contracting Physician Group can identify its referral physicians.)

The OB/GYN Physician will consult with the Member's Primary Care Physician regarding the Member's condition, treatment and any need for Follow-up Care.

Copayment requirements may differ depending on the service provided. Refer to "Schedule of Benefits and Copayments," Section 400. Preventive Care Services are covered under the "Preventive Care Services" heading as shown in this section, and in "Schedule of Benefits and Copayments," Section 400.

*The coverage described above meets the requirements of the **Affordable Care Act (ACA)**, which states:*

You do not need prior authorization from Health Net or from any other person (including a Primary Care Physician) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Customer Contact Center at the phone number on your Health Net I.D. card.

### **Immunizations and Injections**

The Plan covers immunizations and injections (including infusion therapy when administered by a health care professional in the office setting), professional services to inject the medications and the medications that are



injected. This includes allergy serum. Preventive Care Services are covered under the "Preventive Care Services" heading as shown in this section, and in "Schedule of Benefits and Copayments," Section 400.

In addition, injectable medications approved by the FDA to be administered by a health care professional in the office setting are covered.

Self-injectable drugs (other than insulin), and needles and syringes used with these self-injectable drugs are considered Specialty Drugs, which are subject to Prior Authorization and must be obtained through Health Net's contracted specialty pharmacy vendor. Your PCP or treating Physician will coordinate the authorization and upon approval, the specialty pharmacy vendor will arrange for the dispensing of the drugs, needles and syringes. The specialty pharmacy vendor may contact you directly to coordinate the delivery of your medications. Refer to Health Net's Essential Rx Drug List on our website at [healthnet.com](http://healthnet.com) for the Specialty Drugs listing. You can also call the Customer Contact Center telephone number listed on your Health Net ID card.

You will be charged the appropriate Copayment as shown in "Schedule of Benefits and Copayments," Section 400.

### **Surgical Services**

Services by a surgeon, assistant surgeon, anesthetist or anesthesiologist are covered.

### **Laboratory and Diagnostic Imaging (including X-ray) Services**

Laboratory and diagnostic imaging (including x-ray) services and materials are covered as medically indicated.

### **Home Visit**

Visits by a Member Physician to a Member's home are covered at the Physician's discretion in accordance with the rules and criteria set by Health Net and if the Physician concludes that the visit is medically and otherwise reasonably indicated.

### **Rehabilitation Therapy**

Rehabilitation therapy services (physical, speech and occupational therapy) are covered when Medically Necessary, except as stated in "Exclusions and Limitations," Section 800.

### **Habilitative Services**

Coverage for habilitative services and/or therapy is limited to Medically Necessary services that assist an individual in partially or fully acquiring or improving age-appropriate skills and functioning and that are necessary to address a health condition, to the maximum extent practical, when provided by a Member Physician, licensed physical, speech or occupational therapist or other contracted provider, acting within the scope of his or her license, to treat physical and mental health conditions, or a qualified autism service (QAS) provider, QAS professional or QAS paraprofessional to treat pervasive developmental disorder or autism, subject to any required authorization from Health Net or your Physician Group. The services must be based on a treatment plan authorized, as required by Health Net or your Physician Group and address the skills and abilities needed for functioning in interaction with an individual's environment.

Examples of health care services that are not habilitative 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.

### **Cardiac Rehabilitation Therapy**

Rehabilitation therapy services provided in connection with the treatment of heart disease is covered when Medically Necessary.

### **Clinical Trials**

Routine patient care costs for patients diagnosed with cancer or other life-threatening disease or condition who are accepted into phase I, II, III or IV clinical trials are covered when Medically Necessary, recommended by the Member's treating Physician and authorized by Health Net. The Physician must determine that participation has a meaningful potential to benefit the Member and the trial has therapeutic intent. Services rendered as part of a clinical trial may be provided by a non-participating or participating provider subject to the reimbursement guidelines as specified in the law. Coverage for routine patient care shall be provided in a clinical trial that involves

either a drug that is exempt from federal regulation in relation to a new drug application or is approved by one of the following:

- The National Institutes of Health;
- The FDA as an investigational new drug application;
- The Department of Defense; or
- The Veterans' Administration.

The following definition applies to the terms mentioned in the above provision only.

"Routine patient care costs" are the costs associated with the standard provisions of Health Net, including drugs, items, devices and services that would normally be covered under this Plan Contract, if they were not provided in connection with a clinical trials program.

Please refer to the "General Exclusions and Limitations" portion of the "Exclusions and Limitations" section for more information.

### **Pulmonary Rehabilitation Therapy**

Rehabilitation therapy services provided in connection with the treatment of chronic respiratory impairment is covered Medically Necessary when continuous functional improvement in response to the treatment plan is demonstrated by objective evidence.

### **Pregnancy**

Hospital and professional services for conditions of pregnancy are covered, including prenatal and postnatal care, delivery and newborn care. In cases of identified high risk pregnancy, prenatal diagnostic procedures, alpha fetoprotein testing and genetic testing of the fetus are also covered. Please refer to the "Schedule of Benefits and Copayments," Section 400 for Copayment requirements.

Preventive services for pregnancy, as listed in the U.S. Preventive Services Task Force A&B recommendations and Health Resources and Services Administration's ("HRSA") Women's Preventive Service, are covered as Preventive Care Services.

When you give birth to a child in a Hospital, you are entitled to coverage of at least 48 hours of care following a vaginal delivery or at least 96 hours following a cesarean section delivery.

Your Physician will not be required to obtain authorization for a hospital stay that is equal to or less than 48 hours following vaginal delivery or 96 hours following cesarean section. Longer stays in the hospital will require authorization. Also the performance of cesarean sections must be authorized.

You may be discharged earlier only if you and your Physician agree to it.

If you are discharged earlier, your Physician may decide, at his or her discretion, that you should be seen at home or in the office, within 48 hours of the discharge, by a licensed health care provider whose scope of practice includes postpartum care and newborn care. Your Physician will not be required to obtain authorization for this visit.

### **Abortions**

Abortions (surgical or drug) are covered by this Plan whether they are elective or when Medically Necessary.

Copayment requirements may differ between elective and Medically Necessary abortions. Refer to "Schedule of Benefits and Copayments," Section 400.

The Contracting Physician Group and Health Net will determine whether an abortion is Medically Necessary or elective.

### **Family Planning**

This Plan covers counseling and planning for contraception or problems of infertility, fitting examination for a vaginal contraceptive device (diaphragm and cervical cap) and insertion or removal of an intrauterine device (IUD). Sterilization of males and females is covered as described in the "Family Planning" portion of "Schedule of

Benefits and Copayments." Sterilization of females and women's contraception methods and counseling, as supported by the Health Resources and Services Administration (HRSA) guidelines are covered as Preventive Care Services.

Contraceptives that are covered under the medical benefit include intrauterine devices (IUDs), injectable and implantable contraceptives. Prescribed contraceptives for women are covered as described in the "Prescription Drugs" portion of this "Covered Services and Supplies" section of this Plan Contract and EOC.

Medically Necessary services and supplies for standard fertility preservation treatments are covered when a cancer treatment may directly or indirectly cause iatrogenic Infertility. Iatrogenic Infertility is Infertility that is caused by a medical intervention, including reactions from prescribed drugs or from medical or surgical procedures that may be provided for cancer treatment. This benefit is subject to the applicable Copayments shown in "Schedule of Benefits and Copayments," Section 400, as would be required for covered services to treat any illness or condition under this Plan.

### **Medical Social Services**

Hospital discharge planning and social service counseling are covered. In some instances, a medical social service worker may refer you to non-contracting providers for additional services. These services are covered only when authorized by your Physician Group and not otherwise excluded under this Plan.

### **Patient Education**

Patient education programs on how to prevent illness or injury and how to maintain good health, including diabetes management programs and asthma management programs are covered. Your physician will coordinate access to these services.

### **Home Health Care Services**

The services of a Home Health Care Agency in the Member's home are covered when provided by a registered nurse or licensed vocational nurse and /or licensed physical, occupational, speech therapist or respiratory therapist. These services are in the form of visits that may include, but are not limited to, skilled nursing services, medical social services, rehabilitation therapy (including physical, speech and occupational), pulmonary rehabilitation therapy and cardiac rehabilitation therapy.

Home Health Care Services must be ordered by your Physician, approved by your Physician Group or Health Plan and provided under a treatment plan describing the length, type and frequency of the visits to be provided. The following conditions must be met in order to receive Home Health Care Services:

- The skilled nursing care is appropriate for the medical treatment of a condition, illness, disease or injury;
- The Member is home bound because of illness or injury (this means that the Member is normally unable to leave home unassisted, and, when the Member does leave home, it must be to obtain medical care, or for short, infrequent non-medical reasons such as a trip to get a haircut, or to attend religious services or adult day care);
- The Home Health Care Services are part-time and intermittent in nature; a visit lasts up to 4 hours in duration in every 24 hours; and
- The services are in place of a continued hospitalization, confinement in a Skilled Nursing Facility, or outpatient services provided outside of the Member's home.

Additionally, Home Infusion Therapy is also covered. A provider of infusion therapy must be a licensed pharmacy. Home nursing services are also provided to ensure proper patient education, training, and monitoring of the administration of prescribed home treatments. Home treatments may be provided directly by infusion pharmacy nursing staff or by a qualified home health agency. The patient does not need to be homebound to be eligible to receive home infusion therapy. See "Definitions," Section 1100. Note: Diabetic Supplies are covered under medical supplies include blood glucose monitors and insulin pumps. Custodial Care services and Private Duty Nursing, as described in "Definitions," Section 1100 and any other types of services primarily for the comfort or convenience of the Member, are not covered even if they are available through a Home Health Care Agency. Home Health Care Services do not include Private Duty Nursing or shift care, including any portion of shift care services. Private Duty Nursing (or shift care) is not a covered benefit under this plan even if it is available through a Home Health Care Agency or is determined to be Medically Necessary. See "Definitions," Section 1100.

## **Outpatient Infusion Therapy**

Outpatient infusion therapy used to administer covered drugs and other substances by injection or aerosol is covered when appropriate for the Member's illness, injury or condition and will be covered for the number of days necessary to treat the illness, injury or condition.

Infusion therapy includes: total parenteral nutrition (TPN) (nutrition delivered through the vein); injected or intravenous antibiotic therapy; chemotherapy; injected or intravenous Pain management; intravenous hydration (substances given through the vein to maintain the patient's fluid and electrolyte balance, or to provide access to the vein); aerosol therapy (delivery of drugs or other Medically Necessary substances through an aerosol mist); and tocolytic therapy to stop premature labor.

Covered services include professional services (including clinical pharmaceutical support) to order, prepare, compound, dispense, deliver, administer or monitor covered drugs or other covered substances used in infusion therapy.

Covered supplies include injectable prescription drugs or other substances which are approved by the California Department of Health or the Food and Drug Administration for general use by the public. Other Medically Necessary supplies and Durable Medical Equipment necessary for infusion of covered drugs or substances are covered.

All services must be billed and performed by a provider licensed by the state. Only a 30-day supply will be dispensed per delivery.

Infusion therapy benefits will not be covered in connection with the following:

- Non-prescription drugs or medications;
- Any drug labeled "Caution, limited by Federal Law to Investigational use" or Investigational drugs not approved by the FDA;
- Drugs or other substances obtained outside of the United States;
- Homeopathic or other herbal medications not approved by the FDA;
- FDA approved drugs or medications prescribed for indications that are not approved by the FDA, or which do not meet medical community standards (except for non-Investigational FDA approved drugs used for off-label indications when the conditions of state law have been met);
- Growth hormone treatment; or
- Supplies used by a health care provider that are incidental to the administration of infusion therapy, including but not limited to: cotton swabs, bandages, tubing, syringes, medications and solutions.

## **Ambulance Services**

All air and ground ambulance and ambulance transport services provided as a result of a "911" emergency response system request for assistance will be covered when the criteria for Emergency Care, as defined in this Plan Contract, have been met.

The contracting Physician Group may order the ambulance themselves when they know of your need in advance. If circumstances result in you or others ordering an ambulance, your Physician Group must still be contacted as soon as possible and they must authorize the services. Nonemergency ambulance and psychiatric transport van services are covered when Medically Necessary and when your condition requires the use of services that only a licensed ambulance (or psychiatric transport van) can provide and when 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. Please refer to the "Ambulance Services" provision of "Exclusions and Limitations," Section 800 for additional information.

## **Hospice Care**

Hospice care is available for Members diagnosed as terminally ill by a Physician and the contracting Physician Group. To be considered terminally ill, a Member must have been given a medical prognosis of one year or less to live.

Hospice care includes Physician services, counseling, medications, other necessary services and supplies and homemaker services. The Member Physician will develop a plan of care for a Member who elects Hospice care.

In addition, up to five consecutive days of inpatient care for the Member may be authorized to provide relief for relatives or others caring for the Member.

### **Durable Medical Equipment**

Durable Medical Equipment, which includes but is not limited to wheelchairs, crutches, standard curved handle or quad cane and supplies, dry pressure pad for a mattress, compression burn garments, IV pole, tracheostomy tube and supplies, enteral pump and supplies, bone stimulator, cervical traction (over door), phototherapy blankets for treatment of jaundice in newborns, bracing, supports, casts, nebulizers (including face masks and tubing) and Hospital beds is covered. Durable Medical Equipment also includes Orthotics (such as bracing, supports and casts) that are custom made for the Member.

Equipment and medical supplies required for home hemodialysis and home peritoneal dialysis are covered after your receive appropriate training at a dialysis facility approved by Health Net. Coverage is limited to the standard item of equipment or supplies that adequately meets your medical needs.

Corrective Footwear for the management and treatment of diabetes-related medical conditions is covered under the "Diabetic Equipment" benefit as Medically Necessary.

Covered Durable Medical Equipment will be repaired or replaced when necessary. However, repair or replacement for loss or misuse is not covered. Health Net will decide whether to repair or replace an item.

Health Net applies nationally recognized Durable Medical Equipment coverage guidelines as defined by the Medicare Durable Medical Equipment Regional Administrative Contracts (DME MAC), Healthcare Common Procedure Coding System (HCPCS) Level II and Medicare National Coverage Determinations (NCD) in assessing Medical Necessity for coverage.

Some Durable Medical Equipment have quantity limits or may not be covered as they are considered primarily for non-medical use. Nebulizers (including face masks and tubing) and Orthotics are not subject to quantity limits.

We also cover up to two Medically Necessary Contact Lenses per eye (including fitting and dispensing) in any 12-month period to treat conditions of aniridia (missing iris). An aniridia Contact Lens will not be covered if we provided an allowance toward (or otherwise covered) more than one aniridia contact lens for that eye within the previous 12 months.

Coverage for Durable Medicare Equipment is subject to the limitations described in the "Durable Medical Equipment" portion of "Exclusions and Limitations," Section 800. Please refer to "Schedule of Benefits and Copayments," Section 400 for the applicable Copayment.

Breastfeeding devices and supplies, as supported by HRSA guidelines, are covered as Preventive Care Services. For additional information, please refer to the "Preventive Care Services" provision in this "Covered Services and Supplies" section.

When applicable coverage includes fitting and adjustment of covered equipment or devices.

### **Diabetic Equipment**

Equipment and supplies for the management and treatment of diabetes are covered, as Medically Necessary, including those listed below. The applicable Diabetic Equipment copayment will apply, as shown in "Schedule of Benefits and Copayments," Section 400.

- Insulin pumps and all related necessary supplies
- Corrective Footwear to prevent or treat diabetes-related complications
- Specific brands of blood glucose monitors and blood glucose testing strips\*
- Blood glucose monitors designed to assist the visually impaired
- Ketone urine testing strips\*
- Lancets and lancet puncture devices\*
- Specific brands of pen delivery systems for the administration of insulin, including pen needles\*
- Specific brands of insulin syringes\*

\* These items (as well as insulin and Prescription Drugs for the treatment and management of diabetes) are covered under the Prescription Drug benefits. Please refer to the "Prescription Drugs" portion of this section for additional information.

Additionally, the following supplies are covered under the medical benefit as specified:

- Visual aids (excluding eyewear) to assist the visually impaired with proper dosing of insulin are provided through the prostheses benefit (see the "Prostheses" portion of this section).
- Glucagon is provided through the self-injectables benefit (see the "Immunization and Injections" portion of this section).
- Self-management training, education and medical nutrition therapy will be covered, only when provided by licensed health care professionals with expertise in the management or treatment of diabetes. Please refer to the "Patient Education" portion of this section for more information.

### **Bariatric (Weight Loss) Surgery**

Bariatric surgery provided for the treatment of morbid obesity is covered when Medically Necessary, authorized by Health Net and performed at a Health Net Bariatric Surgery Performance Center by a Health Net Bariatric Surgery Performance Center network surgeon who is affiliated with the Health Net Bariatric Surgery Performance Center.

Health Net has a specific network of bariatric facilities and surgeons, which are designated as Bariatric Surgery Performance Centers to perform weight loss surgery. Your Member Physician can provide you with information about this network. You will be directed to a Health Net Bariatric Surgery Performance Center at the time authorization is obtained. All clinical work-up, diagnostic testing and preparatory procedures must be acquired through a Health Net Bariatric Surgery Performance Center by a Health Net Bariatric Surgery Performance Center network surgeon.

If you live 50 miles or more from the nearest Health Net Bariatric Surgery Performance Center, you are eligible to receive travel expense reimbursement. All requests for travel expense reimbursement must be prior approved by Health Net.

#### **Approved travel-related expenses will be reimbursed as follows:**

- Transportation for the Member to and from the Bariatric Surgery Performance Center up to \$130 per trip for a maximum of four (4) trips (pre-surgical work-up visit, one pre-surgical visit, the initial surgery and one follow-up visit).
- Transportation for one companion (whether or not an enrolled Member) to and from the Bariatric Surgery Performance Center up to \$130 per trip for a maximum of three (3) trips (work-up visit, the initial surgery and one follow-up visit).
- Hotel accommodations for the Member not to exceed \$100 per day for the pre-surgical work-up, pre-surgical visit and the follow-up visit, up to two (2) days per trip or as Medically Necessary. Limited to one room, double occupancy.
- Hotel accommodations for one companion (whether or not an enrolled Member) not to exceed \$100 per day, up to four (4) days for the Member's pre-surgical work-up and initial surgery stay and up to two (2) days for the follow-up visit. Limited to one room, double occupancy.
- Other reasonable expenses not to exceed \$25 per day, up to two (2) days per trip for the pre-surgical work-up, pre-surgical visit and follow-up visit and up to four (4) days for the surgery visit.

#### **The following items are specifically excluded and will not be reimbursed:**

- Expenses for tobacco, alcohol, telephone, television, and recreation are specifically excluded.

Submission of adequate documentation including receipts is required to receive travel expense reimbursement from Health Net.

## **Organ, Tissue and Stem Cell Transplants**

Organ, tissue and stem cell transplants that are not Experimental or Investigational are covered, if the transplant is authorized by Health Net and performed at a Health Net Transplant Performance Center.

Health Net has a specific network or designated Transplant Performance Centers to perform organ, tissue and stem cell transplants. Your Member Physician can provide you with information about our Transplant Performance Centers. You will be directed to a designated Health Net Transplant Performance Center at the time authorization is obtained.

Medically Necessary services, in connection with an organ, tissue or stem cell transplant are covered as follows:

- For the enrolled Member who receives the transplant; and
- For the donor (whether or not an enrolled Member). Benefits are reduced by any amounts paid or payable by the donor's own coverage. Only Medically Necessary services related to the organ donation are covered.
- Evaluation of potential candidates is subject to prior authorization. More than one evaluation (including tests) at more than one transplant center will not be authorized unless it is determined to be Medically Necessary.

Organ donation extends and enhances lives and is an option that you may want to consider. For more information on organ donation, including how to elect to be an organ donor, please contact the Customer Contact Center at the telephone number on your Health Net ID Card or visit the Department of Health and Human Services organ donation website at [www.organdonor.gov](http://www.organdonor.gov).

Travel expenses and hotel accommodations associated with organ, tissue and stem cell transplants are not covered.

## **Renal Dialysis**

Renal dialysis services in your home service area are covered. Dialysis services for Members with end-stage-renal disease (ESRD) who are traveling within the United States are also covered. Outpatient dialysis services within the United States but outside of your home service area must be arranged and authorized by your Physician Group or Health Net in order to be performed by providers in your temporary location. Outpatient dialysis received out of the United States is not a covered service. See "Durable Medical Equipment" portion of this "Covered Services and Supplies" section.

## **Ostomy and Urological Supplies**

Ostomy and urological supplies are covered under the "Prostheses" benefit as shown under "Medical Supplies" in "Schedule of Benefits and Copayments," Section 40, and include the following:

- Adhesives -liquid, brush, tube, disc or pad
- Adhesive removers
- Belts - ostomy
- Belts – hernia
- Catheters
- Catheter Insertion Trays
- Cleaners
- Drainage Bags/Bottles -bedside and leg
- Dressing Supplies
- Irrigation 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

- Rings - ostomy rings
- Skin barriers
- Tape -all sizes, waterproof and non-waterproof

## **Prostheses**

Internal and external prostheses required to replace a body part are covered, including fitting and adjustment of such prostheses. Examples are artificial legs, surgically implanted hip joints, 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, devices to restore speaking after a laryngectomy and visual aids (excluding eyewear) to assist the visually impaired with proper dosing of insulin.

Also covered are internally implanted devices such as heart pacemakers.

Prostheses to restore symmetry after a Medically Necessary mastectomy (including lumpectomy), and prostheses to restore symmetry and treat complications, including lymphedema, are covered. Lymphedema wraps and garments are covered, as well as up to three brassieres in a 12 month period to hold a prostheses.

In addition, enteral formula for members who require tube feeding is covered in accord with Medicare guidelines.

Health Net or the Member's Physician Group will select the provider or vendor for the items. If two or more types of medically appropriate devices or appliances are available, Health Net or the Physician Group will determine which device or appliance will be covered. The device must be among those that the Food and Drug Administration has approved for general use.

Prostheses will be replaced when no longer functional. However, repair or replacement for loss or misuse is not covered. Health Net will decide whether to replace or repair an item.

Prostheses are covered as shown under "Medical Supplies" in "Schedule of Benefits and Copayments," Section 400.

## **Blood**

Blood transfusions, including blood processing, the cost of blood, unreplaced blood and blood products, are covered. However, self-donated (autologous) blood transfusions are covered only for a surgery that the Contracting Physician Group has authorized and scheduled.

## **Inpatient Hospital Confinement**

Covered services include:

- Accommodations as an inpatient in a room of two or more beds, at the Hospital's most common semi-private room rate with customary furnishings and equipment (including special diets as Medically Necessary);
- Services in Special Care Units;
- Private rooms, when Medically Necessary
- Physician services
- Specialized and critical care
- General nursing care
- Special duty nursing as Medically Necessary);
- Operating, delivery and special treatment rooms;
- Supplies and ancillary services including laboratory, cardiology, pathology, radiology and any professional component of these services;
- Physical, speech, occupational and respiratory therapy;
- Radiation therapy, chemotherapy and renal dialysis treatment;



- Other diagnostic, therapeutic and rehabilitative services, as appropriate;
- Biologicals and radioactive materials;
- Anesthesia and oxygen services,
- Durable Medical Equipment and supplies;
- Medical social services
- Drugs and medicines approved for general use by the Food and Drug Administration which are supplied by the Hospital for use during Your stay;
- Blood transfusions, including blood processing, the cost of blood and unreplaced blood and Blood Products are covered. Self-donated (autologous) blood transfusions are covered only for a scheduled surgery that has been certified; and
- Coordinated discharge planning including the planning of such continuing care as may be necessary, both medically and as a means of preventing possible early re-hospitalization.

### **Reconstructive Surgery**

Reconstructive surgery to restore and achieve symmetry including surgery performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease, to do either of the following:

- Improve function
- Create a normal appearance to the extent possible, unless the surgery offers only a minimal improvement in the appearance of the member.

This does not include cosmetic surgery that is performed to alter or reshape normal structures of the body in order to improve appearance or dental services or supplies or treatment for disorders of the jaw except as set out under "Dental Services" and "Disorders of the Jaw" portions of "Exclusions and Limitations," Section 800.

Reconstructive surgery includes Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate includes cleft palate, cleft lip or other craniofacial anomalies associated with cleft palate.

Health Net and the Contracting Physician Group determine the feasibility and extent of these services, except that, the length of hospital stays related to mastectomies (including lumpectomies) and lymph node dissections will be determined solely by the Physician and no prior authorization for determining the length of stay is required.

This includes reconstructive surgery to restore and achieve symmetry incident to mastectomy.

*The coverage described above in relation to a Medically Necessary mastectomy complies with requirements under the **Women's Health and Cancer Rights Act of 1998**. In compliance with the Women's Health Cancer Rights Act of 1998, this Plan provides benefits for mastectomy-related services, including all stages of reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy, including lymphedema. See also "Prostheses" in this "Covered Services and Supplies" section for a description of coverage for prostheses.*

### **Outpatient Hospital Services**

Professional services, outpatient Hospital facility services and outpatient surgery performed in a Hospital or Outpatient Surgical Center are covered.

Professional services performed in an outpatient department of a Hospital (including but not limited to a visit to a Physician, rehabilitation therapy (including physical, occupational and speech therapy, pulmonary rehabilitation therapy, cardiac rehabilitation therapy, laboratory tests, x-rays, radiation therapy and chemotherapy) are subject to the same Copayment which is required when these services are performed at your physician group.

If your Physician Group refers you to a Physician who is located in the outpatient department of a Hospital, any Copayment that ordinarily applies to office visits will apply to these services.

Copayments for the other services will be the same as if they had been performed at your Physician Group.

Copayments for surgery performed in a Hospital or outpatient surgery center may be different than Copayments for professional or outpatient Hospital facility services. Please refer to "Outpatient Hospital Services" in "Schedule of Benefits and Copayments," Section 400 for more information.

### **Skilled Nursing Facility**

Care in a room of two or more is covered. Benefits for a private room are limited to the Hospital's most common charge for a two-bed room, unless a private room is Medically Necessary. Covered services at a Skilled Nursing Facility include the following services:

- Physician and nursing services
- Room and board
- Drugs prescribed by a Plan Physician as part of your plan of care in the Plan Skilled Nursing Facility in accord with our drug formulary guidelines if they are administered to you in the Plan Skilled Nursing Facility 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
- Behavioral health treatment for pervasive developmental disorder or autism
- Respiratory therapy

A Member does not have to have been hospitalized to be eligible for Skilled Nursing Facility care.

Benefits are limited to the number of days of care stated in "Schedule of Benefits and Copayments," Section 400.

### **Phenylketonuria (PKU)**

Coverage for testing and treatment of phenylketonuria (PKU) includes formulas and special food products that are part of a diet prescribed by a Physician and managed by a licensed health care professional in consultation with a Physician who specializes in the treatment of metabolic disease. The diet must be deemed Medically Necessary to prevent the development of serious physical or mental disabilities or to promote normal development or function. Coverage is provided only for those costs which exceed the cost of a normal diet.

"Formula" is an enteral product for use at home that is prescribed by a Physician.

"Special food product" is a food product that is prescribed by a Physician for treatment of PKU and used in place of normal food products, such as grocery store foods. It does not include a food that is naturally low in protein.

Other specialized formulas and nutritional supplements are not covered.

### **Second Opinion by a Physician**

You have the right to request a second opinion when:

- Your Primary Care Physician or a referral Physician gives a diagnosis or recommends a treatment plan that you are not satisfied with or
- You are not satisfied with the result of treatment you have received or
- You are diagnosed with or a treatment plan is recommend for, a condition that threatens loss of life, limb or bodily function or a substantial impairment, including but not limited to a Serious Chronic Condition, or

- Your Primary Care Physician or a referral Physician is unable to diagnose your condition or test results are conflicting.

To request an authorization for a second opinion, contact your Primary Care Physician or the Customer Contact Center at the number on your Health Net ID card. Physicians at your Physician Group or Health Net will review your request in accordance with Health Net's procedures and timelines as stated in the second opinion policy. You may obtain a copy of this policy from the Customer Contact Center.

All authorized second opinions must be provided by a Physician who has training and expertise in the illness, disease or condition associated with the request.

**Surgically Implanted Drugs**

Surgically implanted drugs are covered under the medical benefit when Medically Necessary and may be provided in an inpatient or outpatient setting.

## **Prescription Drugs**

***Please read the "Prescription Drugs" portion of "Exclusions and Limitations," Section 800.***

### **Covered Drugs and Supplies**

Prescription Drugs must be dispensed for a condition, illness or injury that is covered by this Plan. Refer to the "Exclusions and Limitations," Section 800 of this Plan Contract to find out if a particular condition is not covered. See "Drugs Only Dispensed by Mail Order" below for information on maintenance Prescription Drugs that are only available by mail order.

### **Tier I Drugs (Generic Drugs) and Tier II Drugs (Preferred Brand Name Drugs)**

Tier I and Tier II Drugs listed in the Health Net Essential Rx Drug List are covered, when dispensed by Participating Pharmacies and prescribed by a Physician from your selected Physician Group and authorized referral Specialist or an emergent or urgent care Physician. Some Drugs require Prior Authorization from Health Net in order to be covered. The fact that a drug is listed in the Essential Rx Drug List does not guarantee that your Physician will prescribe it for you for a particular medical condition.

### **Tier III Drugs**

Tier III Drugs are Prescription Drugs that are non-preferred Brand Name Drugs, Brand Name Drugs with generic equivalents (when Medically Necessary), drugs listed as Tier III Drugs in the Essential Rx Drug List or drugs not listed in the Essential Rx Drug List.

Some Level III Drugs require Prior Authorization from Health Net in order to be covered.

Please refer to the "Essential Rx Drug List" portion of this section for more details.

### **Generic Equivalents to Brand Name Drugs**

Generic Drugs will be dispensed when a Generic Drug equivalent is available, subject to the Copayment requirements described in the "Prescription Drugs" portion of "Schedule of Benefits and Copayments," Section 400.

### **Off-Label Drugs**

A Prescription Drug prescribed for a use that is not stated in the indications and usage information published by the manufacturer is covered only if the drug meets all of the following coverage criteria:

1. The drug is approved by the Food and Drug Administration; AND
2. The drug meets one of the following conditions:
  - a. The drug is prescribed by a participating licensed health care professional for the treatment of a life-threatening condition ; OR
  - b. The drug is prescribed by a participating licensed health care professional for the treatment of a chronic and seriously debilitating condition, the drug is Medically Necessary to treat such condition and the drug is either on the Essential Rx Drug List or Prior Authorization by Health Net has been obtained for such drug; AND
3. The drug is recognized for treatment of the life-threatening or chronic and seriously debilitating condition by one of the following:
  - a) The American Hospital Formulary Service Drug Information; OR
  - b) One of the following compendia, if recognized by the federal Centers for Medicare and Medicaid Services as part of an anticancer therapeutic regimen:
    - i. The Elsevier Gold Standard's Clinical Pharmacology.

- ii. The National Comprehensive Cancer Network Drug and Biologics Compendium.
- iii. The Thomson Micromedex DrugDex; OR
- c) Two articles from major peer reviewed medical journals that present data supporting the proposed off-label use or uses as generally safe and effective unless there is clear and convincing contradictory evidence presented in a major peer reviewed medical journal; AND

4. The drug is otherwise Medically Necessary.

The following definitions apply to the terms mentioned in this provision only.

"Life-threatening" means either or both of the following:

- a) Diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted;
- b) Diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival.

"Chronic and seriously debilitating" refers to diseases or conditions that require ongoing treatment to maintain remission or prevent deterioration and cause significant long-term morbidity.

### **Compounded Drugs**

Compounded Drugs are prescription orders that have at least one ingredient that is Federal Legend or state restricted in a therapeutic amount as Medically Necessary and are combined or manufactured by the pharmacist and placed in an ointment, capsule, tablet, solution, suppository, cream or other form and require a prescription order for dispensing. Compounded Drugs (that use FDA approved drugs for an FDA approved indication) are covered when at least one of the primary ingredients is on the Essential Rx Drug List. Coverage for Compounded Drugs is subject to Prior Authorization by the Plan and Medical Necessity. Refer to the "Off-Label Drugs" provision in the "Prescription Drugs" portion of "Covered Services and Supplies," for information about FDA approved drugs for off-label use. Coverage for Compounded Drugs requires the Tier III Drug Copayment and is subject to Prior Authorization by the Plan and Medical Necessity.

### **Diabetic Drugs and Supplies**

Prescription drugs for the treatment of diabetes (including insulin) are covered as stated in the Essential Rx Drug List. Diabetic supplies are also covered including but not limited to specific brands of pen delivery systems, specific brands of disposable insulin needles and syringes, disposable insulin pen needles, specific brands of blood glucose monitors and testing strips, Ketone test strips, lancet puncture devices and lancets when used in monitoring blood glucose levels. Additional supplies are covered under the medical benefit. Please refer to the "Medical Services and Supplies" portion of this Section for additional information. Refer to "Schedule of Benefits and Copayments," Section 400 under "Diabetic Equipment," for details about the supply amounts that are covered and the applicable Copayment.

### **Drugs and Equipment for the Treatment of Asthma**

Prescription Drugs for the treatment of asthma are covered as stated in the Essential Rx Drug List. Inhaler spacers and peak flow meters used for the management and treatment of asthma are covered when Medically Necessary. Nebulizers (including face masks and tubing) are covered under the medical benefit. Please refer to the "Medical Services and Supplies" portion of this section under "Durable Medical Equipment" for additional information.

### **Smoking Cessation Coverage**

Drugs in the Essential Rx Drug List that require a prescription in order to be dispensed for the relief of nicotine withdrawal symptoms are covered for the course of therapy stated in the "Prescription Drugs" portion of "Exclusions and Limitations," and if the member is concurrently enrolled in a comprehensive smoking cessation behavioral modification support program. The prescribing physician must request prior authorization for coverage. For information regarding smoking cessation behavioral modification support programs available through Health Net, contact the Customer Contact Center at the telephone number on your Health Net ID card or visit the Health Net website at [www.healthnet.com](http://www.healthnet.com).

### **Sexual Dysfunction Drugs**

Drugs that establish, maintain or enhance sexual functioning are covered for sexual dysfunction when Medically Necessary. These Prescription Drugs are covered for up to the number of doses or tablets specified in the Essential Rx Drug List. For information about the Essential Rx Drug List, please call the Customer Contact Center at the telephone number on your ID card.

### **Preventive Drugs and Women's Contraceptives**

Preventive drugs and women's contraceptives are covered at no cost to the Member. Covered preventive drugs are over-the-counter drugs or Prescription Drugs that are used for preventive health purposes per the U.S. Preventive Services Task Force A and B recommendations.

Covered contraceptives are FDA-approved contraceptives for women that are either available over-the-counter or are only available with a Prescription Drug Order. Women's contraceptives that are covered under this Prescription Drug benefit include vaginal, oral, transdermal and emergency contraceptives. For a complete list of contraceptive products covered under the Prescription Drug benefit, please refer to the Essential Rx Drug List.

Over-the-counter preventive drugs and women's contraceptives that are covered under this Plan require a Prescription Drug Order. You must present the Prescription Drug Order at a Health Net Participating Pharmacy to obtain such drugs or contraceptives.

Intrauterine devices (IUDs), injectable and implantable contraceptives are covered as a medical benefit when administered by a Physician. Please refer to the "Medical Services and Supplies" portion of this section, under the headings "Preventive Care Services" and "Family Planning" for information regarding contraceptives covered under the medical benefit.

*For the purpose of coverage provided under this provision, "emergency contraceptives" means FDA-approved drugs taken after intercourse to prevent pregnancy. Emergency contraceptives required in conjunction with Emergency Care, as defined under "Definitions", Section 900, will be covered when obtained from any licensed pharmacy, but must be obtained from a Plan contracted pharmacy if not required in conjunction with Emergency Care as defined.*

### **The Essential Rx Drug List**

#### **What Is the Health Net Essential Rx Drug List?**

Health Net developed the Essential Rx Drug List to identify the safest and most effective medications for Health Net members while attempting to maintain affordable pharmacy benefits. We specifically suggest to all Health Net contracting Physicians and Specialists that they refer to this List when choosing drugs for patients who are Health Net members. When your physician prescribes medications listed in the Essential Rx Drug List, it is ensured that you are receiving a high quality and high value prescription medication. In addition, the Essential Rx Drug List identifies whether a Generic version of a Brand Name Drug exists and whether the drug requires Prior Authorization. If the Generic version exists, it will be dispensed instead of the Brand Name version, unless you or your doctor request the Brand.

You may call the Customer Contact Center at the telephone number on your Health Net ID Card to find out if a particular drug is listed in the Essential Rx Drug List. You may also request a copy of the current List and it will be mailed to you. The current List is also available on the Health Net website at [www.healthnet.com](http://www.healthnet.com).

#### **How Are Drugs Chosen for the Health Net Essential Rx Drug List?**

The Essential Rx Drug List is created and maintained by the Health Net Pharmacy and Therapeutics Committee. Before deciding whether to include a drug on the Essential Rx Drug List, the committee reviews medical and scientific publications, relevant utilization experience, State and Federal requirements and Physician recommendations to assess the drug for its:

- Safety
- Effectiveness
- Cost-effectiveness (when there is a choice between two drugs having the same effect, the less costly drug will be listed)
- Side effect profile

- Therapeutic outcome

This committee has quarterly meetings to review medications and to establish policies and procedures for drugs included in the Essential Rx Drug List. The Essential Rx Drug List is updated as new clinical information and medications are approved by the FDA.

## **Who Is on the Health Net Pharmacy and Therapeutics Committee and How Are Decisions Made?**

The committee is made up of actively practicing Physicians of various medical specialties from Health Net Physician Groups, as well as clinical pharmacists. Voting members are recruited from contracting Physician Groups throughout California based on their experience, knowledge and expertise. In addition, the Pharmacy and Therapeutics Committee frequently consults with other medical experts to provide additional input to the Committee. A vote is taken before a drug is added to the Essential Rx Drug List. The voting members are not employees of Health Net. This ensures that decisions are unbiased and without conflict of interest.

## **Prior Authorization Process**

**Prior Authorization status is included in the Essential Rx Drug List** – The Essential Rx Drug List identifies which drugs require Prior Authorization. A Physician must get approval from Health Net before writing a Prescription Drug Order for a drug that is listed as requiring Prior Authorization, in order for the drug to be covered by Health Net. You may obtain a list of drugs requiring Prior Authorization by visiting our website at [www.healthnet.com](http://www.healthnet.com) or call the Customer Contact Center at the telephone number on your Health Net ID card. If a drug is not on the Essential Rx Drug List, your Physician should call Health Net to determine if the drug requires Prior Authorization.

Most Brand Name Drugs that have generic equivalents will require Prior Authorization to determine Medical Necessity. If approved for Medical Necessity, Health Net will cover Brand Name Drugs that have generic equivalents when Medically Necessary.

Requests for prior authorization may be submitted electronically or by telephone or facsimile. Urgent requests from Physicians for authorization are processed as soon as possible, not to exceed 2 business days or 72 hours, after Health Net's receipt of the request and any additional information requested by Health Net that is reasonably necessary to make the determination. Routine requests from Physicians are processed in a timely fashion, not to exceed 2 business days, as appropriate and Medically Necessary, for the nature of the Member's condition after Health Net's receipt of the information reasonably necessary and requested by Health Net to make the determination.

Health Net will evaluate the submitted information upon receiving your Physician's request for Prior Authorization and make a determination based on established clinical criteria for the particular medication. The criteria used for prior authorization are developed and based on input from the Health Net Pharmacy and Therapeutics Committee as well as physician experts. Your physician may contact Health Net to obtain the usage guidelines for specific medications.

Once a medication is approved, its authorization becomes effective immediately.

If you are denied Prior Authorization, please refer to the "Grievance, Appeals, Independent Medical Review and Arbitration" portion of the "General Provisions" section of this Plan Contract and Evidence of Coverage.

## **Retail Pharmacies and the Mail Order Program**

### **Purchase Drugs at Participating Pharmacies**

Except as described below under "Nonparticipating Pharmacies and Emergencies," you must purchase covered drugs at a Participating Pharmacy.

Health Net is contracted with many major pharmacies, supermarket-based pharmacies and privately owned pharmacies in California. To find a conveniently located Participating Pharmacy please visit our website at [www.healthnet.com](http://www.healthnet.com) or call the Customer Contact Center at the telephone number on your Health Net ID card. Present your Health Net ID Card and pay the appropriate Copayment when the drug is dispensed.

Up to a 30-consecutive-calendar-day supply is covered for each Prescription Drug Order. In some cases a 30-consecutive-calendar-day supply of Medication may not be an appropriate drug treatment plan according to the

Food and Drug Administration (FDA) or Health Net's usage guidelines. Medications taken on an "as-needed" basis may have a copayment based on a standard package, vial, ampoule, tube or other standard unit. In such a case, the amount of medication dispensed may be less than a 30-consecutive-calendar day supply. If Medically Necessary, your physician may request a larger quantity from Health Net.

If refills are stipulated on the Prescription Drug Order, a Participating Pharmacy may dispense up to a 30-consecutive-calendar-day supply for each Prescription Drug Order or for each refill at the appropriate time interval.

If your Health Net ID Card is not available: or eligibility cannot be determined

- Pay the entire cost of the drug and
- Submit a claim for possible reimbursement.

Health Net will reimburse you for the cost of the Prescription Drug, less any required Deductible and Copayment shown in "Schedule of Benefits and Copayments," Section 400.

### **Nonparticipating Pharmacies and Emergencies**

During the first 30 days of your coverage, Prescription Drugs will be covered if dispensed by a Nonparticipating Pharmacy, but only if you are a new Member and have not yet received your Health Net ID Card. After 30 days, Prescription Drugs dispensed by a Nonparticipating Pharmacy will be covered only for Emergency Care or Urgently Needed Care, as defined in "Definitions," Section 1100 of this Plan Contract.

If the above situation applies to you:

- Pay the full cost of the Prescription Drug that is dispensed and
- Submit a claim to Health Net for reimbursement.

Health Net will reimburse you for the cost of the Prescription Drug covered expenses, less any required Deductible and Copayment shown in "Schedule of Benefits and Copayments," Section 400.

If you present a Prescription Order for a Brand Name Drug, pharmacists will offer a Generic Drug equivalent if commercially available. In cases of Emergency or Urgently Needed Care, you should advise the treating Physician of any drug allergies or reactions, including to any Generic Drugs.

There are no benefits through Nonparticipating Pharmacies after 30 days of coverage or if the Prescription Drug was not purchased for Emergency or Urgently Needed Care.

### **Note**

The Prescription Drug portion of "Exclusions and Limitations" in Section 800 and the requirements of the Essential Rx Drug List described above still apply when Prescription Drugs are dispensed by a Nonparticipating Pharmacy.

*Claim forms will be provided by Health Net upon request or may be obtained from the Health Net website at [www.healthnet.com](http://www.healthnet.com).*

### **Drugs Dispensed by Mail Order**

If your prescription is for a Maintenance Drug, you are required to fill your prescription through our convenient mail order program. Maintenance Drug are Prescription Drugs taken continuously to manage chronic or long-term conditions where Members respond positively to a drug treatment plan with a specific medication at a constant dosage requirement. You are required to obtain Maintenance Drugs through the mail order program after you have filled your prescription of at least a 30-day supply of the Maintenance Drug up to two (2) times from a retail pharmacy. The prescribing Physician can contact Health Net with any questions during the evaluation period. Maintenance drugs may also be obtained at a CVS retail pharmacy under the mail order program benefit.



You may call the Customer Contact Center at the telephone number on your Health Net ID Card to find out if a particular drug is a Maintenance Drug that must be obtained through the mail order program or for assistance in obtaining timely refills of a Maintenance Drug through the mail order program benefit. You may also request a copy of Health Net's Maintenance Drug List (MDL) and it will be mailed to you. The MDL is also available on the Health Net website at [www.healthnet.com](http://www.healthnet.com).

To receive Prescription Drugs by mail send the following to the designated mail order administrator:

- The completed Prescription Mail Order Form.
- The original Prescription Drug Order (not a copy) written for up to a 90-consecutive-calendar-day-supply of a Maintenance Drug, when appropriate; and
- The appropriate Copayment.

You may obtain a Prescription Mail Order Form and further information by contacting the Customer Contact Center at the telephone number on your Health Net ID Card.

The mail order administrator may only dispense up to a 90-consecutive calendar day supply of a covered Maintenance Drug and each refill allowed by that order. After you satisfy the Prescription Drug Calendar Year Deductible, if applicable, the required Copayment applies each time a drug is dispensed.

#### **Note**

Schedule II narcotic drugs are not covered through mail order. Refer to the Prescription Drug portion of "Exclusions and Limitations" in Section 800 for more information.

### **Subsection-C**

## **Mental Disorders and Chemical Dependency**

**Certain limitations or exclusions may apply. Please read the "Exclusions and Limitations" section of this Plan Contract and Evidence of Coverage.**

**In order for a Mental Disorder service or supply to be covered, it must be Medically Necessary and authorized by the Administrator.**

The Mental Disorders and Chemical Dependency benefits are administered by MHN Services, an affiliate behavioral health administrative services company (the Administrator) which contracts with Health Net to administer these benefits. When you need to see a Participating Mental Health Professional, contact the Administrator by calling the Health Net Customer Contact Center at the phone number on your Health Net I.D. card.

Certain services and supplies for Mental Disorders and Chemical Dependency require prior authorization by the Administrator to be covered. The services and supplies for Mental Disorders and Chemical Dependency that require prior authorization are:

- Outpatient procedures that are not part of an office visit (for example: psychological testing and outpatient electroconvulsive therapy (ECT)); and
- Inpatient, residential, partial hospitalization and intensive outpatient services.

No prior authorization is required for outpatient office visits, but a voluntary registration with the Administrator is encouraged.

The Administrator will help you identify a nearby Participating Mental Health Professional, participating independent physician or a subcontracted independent provider association (IPA) within the network and with whom you can schedule an appointment, as discussed in "Introduction to Health Net," Section 100. The designated Participating Mental Health Professional, independent Physician or IPA will evaluate you, develop a treatment plan for you, and submit that treatment plan to the Administrator for review. Upon review and authorization (if authorization is required) by the Administrator or IPA, the proposed services will be covered by this Plan if they are determined to be Medically Necessary.

If services under the proposed treatment plan are determined by the Administrator to not be Medically Necessary, as defined in "Definitions," Section 1100, services and supplies will not be covered for that condition. However,

the Administrator may direct you to community resources where alternative forms of assistance are available. See "General Provisions," Section 900(i) for the procedure to request Independent Medical Review of a Plan denial of coverage. Medically necessary speech, occupational and physical therapy services are covered under the terms of this plan, regardless of whether community resources are available.

For additional information on accessing mental health services, visit our website at [www.healthnet.com](http://www.healthnet.com) and select the MHC link or contact the Administrator at the Health Net Customer Contact Center phone number shown on your Health Net I.D. card.

In an emergency, call "911" or contact the Administrator at the Customer Contact Center telephone number shown on your Health Net ID Card before receiving care.

The following benefits are provided:

## **Outpatient Services**

Outpatient services are covered as shown in "Schedule of Benefits and Copayments," Section 400, under "Mental Disorders and Chemical Dependency Benefits."

Covered Services include:

- Outpatient crisis intervention, short-term evaluation and therapy, longer-term specialized therapy, individual and group mental health evaluation and treatment, psychological testing when necessary to evaluate a Mental Disorder and outpatient services for the purpose of monitoring drug therapy.
- Chemical Dependency: individual chemical dependency evaluation and treatment, group chemical dependency treatment, day-treatment programs, intensive outpatient programs, individual and group chemical dependency counseling, medical treatment for withdrawal symptoms and any rehabilitative care that is related to chemical dependency.
- Medication management care, when appropriate.
- Behavioral Health Treatment for Pervasive Developmental Disorder or Autism: Professional services for behavioral health treatment, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of a Member diagnosed with the Severe Mental Illnesses of pervasive developmental disorder or autism, as shown in the "Schedule of Benefits and Copayments," Section 200, under "Mental Disorders and Chemical Dependency Benefits."
  - The treatment must be prescribed by a licensed Physician or developed by a licensed psychologist, and must be provided under a documented treatment plan prescribed, developed and approved by a Qualified Autism Service Provider providing treatment to the Member for whom the treatment plan was developed. The treatment must be administered by the Qualified Autism Service Provider, or by qualified autism service professionals and paraprofessionals who are supervised and employed by the treating Qualified Autism Service Provider.
  - A licensed Physician or licensed psychologist must establish the diagnosis of pervasive development disorder or autism. In addition, the Qualified Autism Service Provider must submit the initial treatment plan to the Administrator.
  - The treatment plan must have measurable goals over a specific timeline that is developed and approved by the Qualified Autism Service Provider for the specific patient being treated, and must be reviewed by the Qualified Autism Service Provider at least once every six months and modified whenever appropriate. The treatment plan must not be used for purposes of providing or for the reimbursement of respite, day care or educational services, or to reimburse a parent for participating in a treatment program.
  - The Qualified Autism Service Provider must submit updated treatment plans to Health Net for continued behavioral health treatment beyond the initial six months and at ongoing intervals of no more than six months thereafter. The updated treatment plan must include documented evidence that progress is being made toward the goals set forth in the initial treatment plan.

- Health Net may deny coverage for continued treatment if the requirements above are not met or if ongoing efficacy of the treatment is not demonstrated.

## **Second Opinion**

You may request a second opinion when:

- Your Participating Mental Health Professional renders a diagnosis or recommends a treatment plan that you are not satisfied with,
- You are not satisfied with the result of the treatment you have received,
- You question the reasonableness or necessity of recommended surgical procedures;
- You are diagnosed with or a treatment plan is recommend for, a condition that threatens loss of life, limb or bodily function or a substantial impairment, including but not limited to a Serious Chronic Condition,
- Your Primary Care Physician or a referral Physician is unable to diagnose your condition or test results are conflicting;
- The treatment plan in progress is not improving your medical condition within an appropriate period of time for the diagnosis and plan of care; or
- If you have attempted to follow the plan of care you consulted with the initial Primary Care Physician or a referral Physician due to serious concerns about the diagnosis or plan of care.

To request an authorization for a second opinion contact the Administrator. Participating Mental Health Professionals will review your request in accordance with the Administrator's second opinion policy. When you request a second opinion, you will be responsible for any applicable Copayments.

Second opinions will only be authorized for Participating Mental Health Professionals, unless it is demonstrated that an appropriately qualified Participating Mental Health Professional is not available. The Administrator will ensure that the provider selected for the second opinion is appropriately licensed and has expertise in the specific clinical area in question.

Any service recommended by the second opinion must be authorized by the Administrator in order to be covered.

## **Inpatient Services**

Inpatient treatment of Mental Disorders or Chemical Dependency is covered, as shown in "Schedule of Benefits and Copayments," Section 400 under "Mental Disorders and Chemical Dependency Benefits."

Covered services and supplies include:

- Accommodations in a room of two or more beds, including special treatment units, such as intensive care units and psychiatric care units, unless a private room is determined to be Medically Necessary.
- Supplies and ancillary services normally provided by the facility, including professional services, laboratory services, drugs and medications dispensed for use during the confinement, psychological testing and individual, family or group therapy or counseling.
- Medically Necessary services in a Residential Treatment Center are covered except as stated in the "Exclusions and Limitations," Section 800.

## **Intensive Outpatient Program**

Intensive outpatient care program is covered as shown in the "Schedule of Benefits and "section under "Mental Disorders and Chemical Dependency Benefits." Intensive outpatient care program is a treatment program that is utilized when a patient's condition requires structure, monitoring, and medical/psychological intervention at least three (3) hours per day, three (3) times per week.

## **Partial Hospitalization Program**

Partial hospitalization/day treatment program is covered as shown in the "Schedule of Benefits and Copayments" section under "Mental Disorders and Chemical Dependency Benefits." Partial hospitalization/day treatment program is a treatment program that may be free-standing or Hospital-based and provides services at least four (4) hours per day and at least four (4) days per week.

### **Detoxification and Treatment for Withdrawal Symptoms**

Inpatient and outpatient services for detoxification, withdrawal symptoms and treatment of medical conditions relating to Chemical Dependency are covered, based on Medical Necessity, including room and board, Participating Mental Health Professional services, drugs, dependency recovery services, education and counseling.

### **Serious Emotional Disturbances of a Child (SED)**

The treatment and diagnosis of Serious Emotional Disturbances of a child under the age of 18 is covered as shown in "Schedule of Benefits and Copayments," Section 400.

### **Severe Mental Illness**

Treatment of Severe Mental Illness is covered as shown in "Schedule of Benefits and Copayments," Section 400.

Covered services include treatment of:

- schizophrenia
- schizoaffective disorder
- bipolar disorder (manic-depressive illness)
- major depressive disorders
- panic disorder
- obsessive-compulsive disorder
- pervasive developmental disorder (including Autistic Disorder, Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified to include Atypical Autism, in accordance with professionally recognized standards including but not limited to the most recent edition of the *Diagnostic and Statistical Manual for Mental Disorders*, as amended to date)
- autism
- anorexia nervosa
- bulimia nervosa

### **Transitional residential recovery Services**

Transitional residential recovery services in a licensed recovery home when approved by the Administrator are covered.

## **Subsection-D**

### **Pediatric Vision Services (birth through age 18)**

***Please read the "Pediatric Vision Benefits" portion of "Exclusions and Limitations," Section 800.***

***The pediatric vision services benefits are provided by Health Net. Health Net contracts with EyeMed Vision Care, LLC, a vision services provider panel, to administer the pediatric vision services benefits.***

All Covered Services must be provided by a Health Net Participating Vision Provider in order to receive benefits under this plan. Call the Customer Contact Center 866-392-6058 for a listing of participating vision providers or visit our website at [www.healthnet.com](http://www.healthnet.com). This plan does not cover services and materials provided by a provider who is not a Participating Vision Provider. The Participating Vision Provider is responsible for the provision, direction and coordination of the Member's complete vision care.

When you receive benefits from a Participating Vision Provider you only pay the applicable Copayment amount that is stated in the "Vision Benefit" portion of the "Schedule of Benefits and Copayments" section. For materials,

you are responsible for payment of any amount in excess of the allowances specified in the "Pediatric Vision Benefit" portion of the "Schedule of Benefits and Copayments" section.

### **Examination**

Routine optometric or ophthalmic vision examinations (including refractions) by a licensed Optometrist or Ophthalmologist, for the diagnosis and correction of vision, up to the maximum number of visits stated in the "Schedule of Benefits and Copayments" section.

### **Contact Lens Fit and Follow-up Examination**

If the Member requests or requires contact lenses, there is an additional examination for contact lens fit and follow-up as stated in the "Pediatric Vision Benefit" portion of the "Schedule of Benefits and Copayments" section. Follow-up exam(s) for contact lenses include subsequent visit(s) to the same provider who provided the initial contact lens fit exam.

Standard contact lens fit and follow-up applies to routine application soft, spherical, daily wear contact lenses for single vision prescriptions. Standard Contact Lens fit and follow-up does not include extended or overnight wear for any prescription.

Premium contact lens fit and follow-up applies to complex applications, including but not limited to toric, bifocal, multifocal, cosmetic color, post-surgical and gas permeable. Premium Contact Lens fit and follow-up includes extended and overnight wear for any prescription.

### **Low Vision**

This plan covers one comprehensive low vision evaluation every 5 years; low vision aids, including high-power spectacles, magnifiers, telescopes, and follow-up care (limited to 4 visits every 5 years and a maximum charge of \$100 each follow-up visit).

### **Materials - Frames**

If an examination indicates the necessity of eyeglasses, this vision benefit will cover one frame, up to the maximum number described in the "Vision Benefit" portion of the "Schedule of Benefits and Copayments" section. See the "Vision Benefit" portion of the "Schedule of Benefits and Copayments" section for limitations.

### **Materials - Eyeglass Lenses**

If an examination results in corrective lenses being prescribed for the first time or if a current wearer of corrective lenses needs new lenses, this vision plan will cover a pair of lenses subject to the benefit maximum as specified in the "Vision Benefit" portion of the "Schedule of Benefits and Copayments" section.

### **Cosmetic Contact Lenses**

Eyewear, including contact lenses are only covered when there is a need for vision correction.

### **Medically Necessary Contact Lenses**

Coverage for prescriptions for Medically Necessary contact lenses is subject to Medical Necessity, Prior Authorization by Health Net and all applicable exclusions and limitations. Contact Lenses are considered Medically Necessary when at least one of the following conditions apply:

- At least one natural lens is removed through cataract surgery and is not replaced with a lens implant (aphakia);
- Contact Lenses are necessary because of keratoconus, when visual acuity cannot be corrected to 20/40 with the use of spectacles;
- They are necessary because of anisometropia 3 diopters or more, provided visual acuity improves to 20/40 or better in the weaker eye;
- They are necessary because of astigmatism of 3 diopters or more;
- They are necessary because of hyperopia of greater than 7 diopters; or
- They are necessary because of myopia of greater than 12 diopters.

Contact lenses may be determined to be medically necessary in the treatment of the following conditions: Aniseikonia, Corneal Disorders and Post-traumatic Disorders.

### **Contact Lenses for Conditions of Aphakia**

Special Contact Lenses are covered when prescribed for conditions of aphakia. Up to six Medically Necessary aphakic Contact Lenses per eye (including fitting and dispensing) per Calendar Year to treat aphakia (absence of the crystalline lens of the eye). We will not cover an aphakic Contact Lens if we provided an allowance toward (or otherwise covered) more than six aphakic Contact Lenses for that eye during the same Calendar Year.

## **Subsection-E**

### **Acupuncture Services**

*Please read "Acupuncture Services" portion of "Exclusions and Limitations," Section 600.*

American Specialty Health Plans of California, Inc. (ASH Plans) will arrange covered Acupuncture Services for you. You may access any Contracted Acupuncturist without a referral from a Physician or your Primary Care Physician.

You may receive covered Acupuncture Services from any Contracted Acupuncturist, and you are not required to pre-designate a Contracted Acupuncturist prior to your visit from whom you will receive covered Acupuncture Services. You must receive covered Acupuncture Services from a Contracted Acupuncturist except that:

- You may receive Emergency Acupuncture Services from any acupuncturist, including a non-Contracted Acupuncturist; and
- If covered Acupuncture Services are not available and accessible to you in the county in which you live, you may obtain covered Acupuncture Services from a non-Contracted Acupuncturist who is available and accessible to you in a neighboring county only upon referral by ASH Plans.

All covered Acupuncture Services require pre-approval by ASH Plans except:

- A new patient examination by a Contracted Acupuncturist and the provision or commencement, in the new patient examination, of Medically Necessary services that are covered Acupuncture Services, to the extent consistent with professionally recognized standards of practice; and
- Emergency Acupuncture Services.

**The following benefits are provided for Acupuncture Services:**

#### **Office Visits**

- A new patient exam or an established patient exam is performed by a Contracted Acupuncturist for the initial evaluation of a patient with a new condition or new episode to determine the appropriateness of Acupuncture Services. A new patient is one who has not received any professional services from the provider, or another provider of the same specialty who belongs to the same group practice, within the past three years. An established patient is one who has received professional services from the provider, or another provider of the same specialty who belongs to the same group practice, within the past three years.

Established patient exams are performed by a Contracted Acupuncturist to assess the need to initiate, continue, extend, or change a course of treatment. The established patient exam is only covered when used to determine the appropriateness of Acupuncture Services. The established patient exam must be Medically Necessary.

- Subsequent office visits, as set forth in a treatment plan approved by ASH Plans, may involve acupuncture treatment, a re-examination and other services, in various combinations. A Copayment will be required for each visit to the office.
- Adjunctive therapy may include therapies such as acupressure, cupping, moxibustion, or breathing techniques. Adjunctive therapy is only covered when provided during the same course of treatment and in conjunction with acupuncture.

**Second Opinion**

If you would like a second opinion with regard to covered services provided by a Contracted Acupuncturist, you will have direct access to any other Contracted Acupuncturist. Your visit to a Contracted Acupuncturist for purposes of obtaining a second opinion will count as one visit, for purposes of any maximum benefit and you must pay any Copayment that applies for that visit on the same terms and conditions as a visit to any other Contracted Acupuncturist. However, a visit to a second Contracted Acupuncturist to obtain a second opinion will not count as a visit, for purposes of any maximum benefit, if you were referred to the second Contracted Acupuncturist by another Contracted Acupuncturist (the first Contracted Acupuncturist). The visit to the first Contracted Acupuncturist will count toward any maximum benefit.

## EXCLUSIONS AND LIMITATIONS (SECTION 800)

It is extremely important to read this section before you obtain services in order to know what Health Net will and will not cover. Health Net does not cover the services or supplies listed below. Also services or supplies that are excluded from coverage in the Plan Contract, exceed Plan Contract limitations or are Follow-up Care (or related to Follow-up Care) to Plan Contract exclusions or limitations, will not be covered. However, the Plan does cover Medically Necessary services for medical conditions directly related to non-covered services when complications exceed routine follow-up care (such as life-threatening complications of cosmetic surgery). Please note that an exception may apply to the exclusions and limitations listed below, to the extent a requested service is either a basic health care service under applicable law (see "Regulation" at Section 900 D below), or is required to be covered by other state or federal law, and is Medically Necessary as defined in Section 1100 Definitions.

### Subsection-A

#### General Exclusions and Limitations

The exclusions and limitations in this subsection apply to any category or classification of services and supplies described throughout this Plan Contract.

#### **Ambulance Services**

Air and ground ambulance and ambulance transport services are covered as shown in the "Ambulance Services" provision of "Covered Services and Supplies," Section 700.

Paramedic, ambulance, or ambulance transport services are not covered in the following situations:

- If Health Net determines that the ambulance or ambulance transport services were never performed; or
- If Health Net determines that the criteria for Emergency Care as defined in "Emergency Care" under "Definitions," Section 1100, were not met, unless authorized by your Physician Group, as discussed in the "Ambulance Services" provision of "Covered Services and Supplies," Section 500; or
- Upon findings of fraud, incorrect billings, that the provision of services that were not covered under the plan, or that membership was invalid at the time services were delivered for the pending emergency claim.

#### **Clinical Trials**

Although routine patient care costs for clinical trials are covered, as described in the "Medical Services and Supplies" portion of the "Covered Services and Supplies" section, coverage for clinical trials does not include the following items:

- Drugs or devices that are not approved by the FDA;
- Services other than health care services, including but not limited to cost of travel or costs of other non-clinical expenses;
- Services provided to satisfy data collection and analysis needs which are not used for clinical management;
- Health care services that are specifically excluded from coverage under this Plan Contract; and
- Items and services provided free of charge by the research sponsors to Members in the trial.

#### **Custodial or Domiciliary Care**

This Plan does not cover services and supplies that are provided to assist with the activities of daily living, regardless of where performed.

Custodial Care, as described in "Definitions," Section 1100, is not covered even when the patient is under the care of a supervising or attending Physician and services are being ordered and prescribed to support and generally maintain the patient's condition or provide for the patient's comforts or ensure the manageability of the



patient. Furthermore, Custodial Care is not covered even if ordered and prescribed services and supplies are being provided by a registered nurse, a licensed vocational nurse, a licensed practical nurse, a Physician Assistant, physical, speech or occupational therapist or other licensed health care provider.

Please see the "Hospice Care" sections of the "Covered Services" and "Definitions" provisions for services that are provided as part of that care, when authorized by the Plan or the member's contracted medical group.

### **Disposable Supplies for Home Use**

This Plan does not cover disposable supplies for home use, except disposable ostomy or urological supplies listed under the "Ostomy and Urological Supplies" portion of the "Covered Services and Supplies" section.

### **Experimental or Investigational Services**

Experimental or Investigational drugs, devices, procedures or other therapies are only covered when:

- Independent review deems them appropriate, please refer to the "Independent Medical Review of Investigational or Experimental Therapies" portion of the "General Provisions" section for more information;
- Clinical trials for cancer patients is deemed appropriate according to the "Medical Services and Supplies" portion of the "Covered Services and Supplies" section.

In addition, benefits will also be provided for services and supplies to treat medical complications caused by Experimental or Investigational services or supplies.

### **Home Birth**

A birth which takes place at home will be covered when the criteria for Emergency Care, as defined in this Plan Contract, have been met.

### **Ineligible Status**

This Plan does not cover services or supplies provided before the Effective Date of coverage. Services or supplies provided after midnight on the effective date of cancellation of coverage through this Plan are not covered.

A service is considered provided on the day it is performed. A supply is considered provided on the day it is dispensed.

### **No-Charge Items**

This Plan does not cover reimbursement to the Member for services or supplies for which the member is not legally required to pay the provider or for which the provider pays no charge.

### **Non-enrolled newborns**

Any charges incurred by a baby beyond 30 days of its birth are excluded unless the baby is enrolled under this health plan within 30 days of its birth.

### **Nonparticipating**

Services and supplies rendered by a nonparticipating physician without authorization from Health Net or the Physician Group.

### **Personal or Comfort Items**

This Plan does not cover personal or comfort items.

### **Unlisted Services**

This Plan only covers services or supplies that are specified as covered services or supplies in this Plan Contract, unless coverage is required by state or federal law.

## **Services and Supplies**

In addition to the exclusions and limitations shown in the " General Exclusions and Limitations " portion of this section, the following exclusions and limitations apply to medical services and supplies under the medical benefits and the Mental Disorders and Chemical Dependency benefits:

### **Aqua or Other Water Therapy**

Aquatic therapy and other water therapy are not covered, except for aquatic therapy and other water therapy services that are part of a physical therapy treatment plan.

### **Aversion Therapy**

Therapy intended to change behavior by inducing a dislike for the behavior through association with a noxious stimulus is not covered.

### **Biofeedback**

Coverage for biofeedback therapy is limited to Medically Necessary treatment of certain physical disorders such as incontinence and chronic pain, and as otherwise preauthorized by the Administrator.

### **Blood**

Blood transfusions, including blood processing, the cost of blood, unreplaced blood and blood products, are covered. Self-donated (autologous) blood transfusions are covered only for a surgery that the Physician Group or Health Net has authorized and scheduled.

This Plan does not cover treatments which use umbilical cord blood, cord blood stem cells or adult stem cells (nor their collection, preservation and storage) as such treatments are considered to be Experimental or Investigational in nature. See "General Provisions," Section 900, for the procedure to request an Independent Medical Review of a Plan denial of coverage on the basis that it is considered Experimental or Investigational.

### **Chiropractic Care**

This Plan does not cover chiropractic care.

### **Conception by Medical Procedures**

Services or supplies that are intended to impregnate a woman are not covered. Excluded procedures include, but are not limited to:

- In-vitro fertilization (IVF), gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT) or any process that involves harvesting, transplanting or manipulating a human ovum. Also not covered are services or supplies (including injections and injectable medications) which prepare the Member to receive these services.
- Collection, storage or purchase of sperm or ova.

### **Cosmetic Services and Supplies**

Cosmetic surgery or services and supplies performed to alter or reshape normal structures of the body solely to improve the physical appearance of a Member are not covered. However, the Plan does cover Medically Necessary services and supplies for complications which exceed routine follow-up care that is directly related to cosmetic surgery (such as life-threatening complications). In addition, hair transplantation, hair analysis, hairpieces and wigs, cranial/hair prostheses, chemical face peels, abrasive procedures of the skin, liposuction or epilation are not covered.

However, when reconstructive surgery is performed to correct or repair abnormal structures of the body caused by congenital defects, developmental abnormalities, trauma, infection, tumors or disease and such surgery does either of the following:

- Improve function,
- Create a normal appearance to the extent possible,

Then the following are covered:

- Surgery to remove or change the size (or appearance) of any part of the body;
- Surgery to reform or reshape skin or bone;
- Surgery to remove or reduce skin or tissue are covered; or
- Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate includes cleft palate, cleft lip or other craniofacial anomalies associated with cleft palate.

In addition, when a Medically Necessary mastectomy (including lumpectomy) has been performed, the following are covered:

- Breast reconstruction surgery
- Surgery performed on either breast to restore or achieve symmetry (balanced proportions) in the breasts.

Health Net and the Physician Group determine the feasibility and extent of these services, except that, the length of hospital stays related to mastectomies and lymph node dissections will be determined solely by the Physician and no prior authorization for determining the length of stay is required.

## **Dental Services**

Dental services or supplies are limited to the following situations:

- When immediate emergency care to sound natural teeth as a result of an accidental injury is required. Please refer to the "Emergency and Urgently Needed Care" portion of "Introduction to Health Net," Section 300, for more information.
- General anesthesia and associated facility services are covered when the clinical status or underlying medical condition of the Member requires that an ordinarily non-covered dental service which would normally be treated in the dentist's office and without general anesthesia must instead be treated in a Hospital or Outpatient Surgical Center. The general anesthesia and associated facility services must be Medically Necessary and are subject to the other exclusions and limitations of this Plan Contract and will only be covered under the following circumstances: (a) Members who are under seven years of age or (b) Members who are developmentally disabled or (c) Members whose health is compromised and general anesthesia is Medically Necessary.
- When dental examinations and treatment of the gingival tissues (gums) are performed for the diagnosis or treatment of a tumor.
- Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures. Cleft palate includes cleft palate, cleft lip or other craniofacial anomalies associated with cleft palate.

The following services are not covered under any circumstances and as described above for Medically Necessary dental or orthodontic services that are an integral part of reconstructive surgery for cleft palate procedures

- Routine care or treatment of teeth and gums including but not limited to dental abscesses, inflamed tissue or extraction of teeth.
- Spot grinding, restorative or mechanical devices, orthodontics, inlays or onlays, crowns, bridgework, dental splints or Orthotics (whether custom fit or not), or other dental appliances and related surgeries to treat dental conditions, including conditions related to temporomandibular (jaw) joint (TMD/TMJ) disorders. However, custom made oral appliances (intra-oral splint or occlusal splint) and surgical procedures to correct TMD/TMJ disorders are covered if they are Medically Necessary, as described in the "Disorders of the Jaw" provision of this section.

- Dental implants (materials implanted into or on bone or soft tissue) and any surgery to prepare the jaw for implants.
- Follow-up treatment of an injury to sound natural teeth as a result of an accidental injury regardless of reason for such services.

### **Dietary or Nutritional Supplements**

Dietary, nutritional supplements and specialized formulas are not covered except when prescribed for the treatment of Phenylketonuria (PKU) (see the "Phenylketonuria" portion of "Covered Services and Supplies," Section 700) or as indicated on the U.S. Preventive Services Task Force (USPSTF) Grade A & B recommendations.

### **Disorders of the Jaw**

Treatment for disorders of the jaw is limited to the following situations:

- Surgical procedures to correct abnormally positioned or improperly developed bones of the upper or lower jaw are covered when such procedures are Medically Necessary. However, spot grinding, restorative or mechanical devices, orthodontics, inlays or onlays, crowns, bridgework, dental splints (whether custom fit or not), dental implants or other dental appliances and related surgeries to treat dental conditions are not covered under any circumstances.
- Custom made oral appliances (intra-oral splint or occlusal splint and surgical procedures) to correct disorders of the temporomandibular (jaw) joint (also known as TMD or TMJ disorders) are covered if they are Medically Necessary. However, spot grinding, restorative or mechanical devices, orthodontics, inlays or onlays, crowns, bridge work, dental splints, dental implants or other dental appliances to treat dental conditions related to TMD/TMJ disorders are not covered, as stated in the "Dental Services" provision of this section.

TMD/TMJ is generally caused when the chewing muscles and jaw joint do not work together correctly and may cause headaches, tenderness in the jaw muscles, tinnitus or facial pain.

### **Durable Medical Equipment**

Although this Plan covers Durable Medical Equipment, it does not cover the following items:

- Exercise equipment.
- Hygienic equipment and supplies (to achieve cleanliness even when related to other covered medical services).
- Surgical dressings other than primary dressings that are applied by your Physician Group or a Hospital to lesions of the skin or surgical incisions.
- Jacuzzis and whirlpools.
- Orthodontic appliances to treat dental conditions related to disorders of the temporomandibular (jaw) joint (also known as TMD or TMJ disorders).
- Support appliances such as stockings, over the counter support devices or Orthotics, and devices or Orthotics for improving athletic performance or sports-related activities.
- Orthotics and Corrective Footwear, except as described in the "Durable Medical Equipment" and "Diabetic Equipment" provisions of "Covered Services and Supplies," Section 700.

### **Electro-Convulsive therapy**

Electro-Convulsive therapy is not covered except as authorized by the Administrator.

### **Genetic Testing and Diagnostic Procedures**

Genetic testing is covered when determined by Health Net to be Medically Necessary. The prescribing physician must request prior authorization for coverage. Genetic testing will not be covered for non-medical reasons or when a member has no medical indication or family history of a genetic abnormality.

## **Hearing Aids**

This Plan does not cover any device inserted in or affixed to the outer ear to improve hearing.

## **Home Birth**

A birth which takes place at home will be covered only when the criteria for Emergency Care, as defined in this Plan Contract, have been met.

## **Immunizations and Injections**

This Plan does not cover immunizations and injections for foreign travel/occupational purposes.

## **Infertility services**

This Plan does not cover infertility services (including artificial insemination), including professional services, inpatient and outpatient care, treatment by injection and prescription drugs prescribed for infertility.

## **Massage Therapy**

This Plan does not cover massage therapy, except when such services are part of a physical therapy treatment plan. The services must be based on a treatment plan authorized, as required by Health Net or your Physician Group

## **Noncovered Treatments**

The following types of treatment are only covered when provided in connection with covered treatment for a Mental Disorder or Chemical Dependency:

- Treatment for co-dependency.
- Treatment for psychological stress.
- Treatment of marital or family dysfunction.

Treatment of Delirium, Dementia, Amnesic Disorders (as defined in the DSM-IV) and Mental Retardation are covered for Medically Necessary medical services but covered for accompanying behavioral and/or psychological symptoms only if amenable to psychotherapeutic or psychiatric treatment.

In addition, Health Net will cover only those Mental Disorder or Chemical Dependency services which are delivered by providers who are licensed in accordance with California law and are acting within the scope of such license or as otherwise authorized under California law.

## **Noneligible Institutions**

This Plan only covers services or supplies provided by a legally operated Hospital, Medicare-approved Skilled Nursing Facility or other properly licensed facility specified as covered in this Plan Contract. Any institution that is primarily a place for the aged, a nursing home or a similar institution, regardless of how it is designated, is not an eligible institution. Services or supplies that are provided by such institutions are not covered.

## **Nonprescription (Over-the-Counter) Drugs, Equipment and Supplies**

Medical equipment and supplies (including insulin), that are available without a prescription, are covered only when prescribed by a Physician for the management and treatment of diabetes, or for preventive purposes in accordance with the U.S. Preventive Services Task Force A and B recommendations or for female contraception as approved by the FDA.

Any other nonprescription or over-the-counter drugs, medical equipment or supplies that can be purchased without a Prescription Drug Order is not covered, even if a Physician writes a Prescription Drug Order for such drug, equipment or supply unless listed in the Essential Rx Drug List. However, if a higher dosage form of a nonprescription drug or over-the-counter drug is only available by prescription that higher dosage drug may be covered when Medically Necessary.

If a drug that was previously available by prescription becomes available in an over-the-counter (OTC) form in the same prescription strength, then Prescription Drugs that are similar agents and have comparable clinical effect(s), will only be covered when Medically Necessary and Prior Authorization is obtained from Health Net.

### **Nonstandard Therapies**

Services that do not meet national standards for professional medical or mental health practice, including, but not limited to, Erhard/The Forum, primal therapy, bioenergetic therapy, hypnotherapy and crystal healing therapy are not covered. For information regarding requesting an Independent Medical Review of a denial of coverage see the "Independent Medical Review of Investigational or Experimental Therapies" portion of the "General Provisions."

### **Physician Self-Treatment**

This Plan does not cover Physician self-treatment rendered in a non-emergency (including, but not limited to, prescribed services, supplies and drugs). Physician self-treatment occurs when Physicians provide their own medical services, including prescribing their own medication, ordering their own laboratory test and self-referring for their own services. Claims for emergency self-treatment are subject to review by Health Net.

### **Prescribed Drugs and Medications**

This Plan only covers outpatient Prescription Drugs or medications as described in the "Prescription Drug Benefits" portion of "Covered Services and Supplies, Section 700.

### **Private Duty Nursing**

This Plan does not cover private duty nursing in the home or for registered bed patients in a Hospital or long-term care facility. Shift care and any portion of shift care services are also not covered.

### **Psychological Testing**

Psychological testing except as conducted by a licensed psychologist for assistance in treatment planning, including medication management or diagnostic clarification. Also excluded is coverage for scoring of automated computer based reports, unless the scoring is performed by a provider qualified to perform it.

### **Refractive Eye Surgery**

This Plan does not cover eye surgery performed to correct refractive defects of the eye, such as near-sightedness (myopia), far-sightedness (hyperopia) or astigmatism, unless Medically Necessary, recommended by the Member's treating Physician and authorized by Health Net.

### **Rehabilitation and Habilitation Therapy**

Coverage for rehabilitation therapy is limited to Medically Necessary services provided by a Plan contracted physician, licensed physical, speech or occupational therapist or other contracted provider, acting within the scope of his or her license, to treat physical or mental health conditions, or a qualified autism service (QAS) provider, QAS professional or QAS paraprofessional to treat pervasive developmental disorder or autism. Coverage is subject to any required authorization from the Plan or the Member's medical group. The services must be based on a treatment plan authorized as required by the Plan or the member's medical group. Such services are not covered when medical documentation does not support the Medical Necessity because of the Member's inability to progress toward the treatment plan goals or when a Member has already met the treatment goals. See "General Provisions," Section 900(i) for the procedure to request Independent Medical Review of a Plan denial of coverage on the basis of Medical Necessity.

Rehabilitation and habilitation therapy for physical impairments in Members with Severe Mental Illness, including pervasive developmental disorder and autism, that develops or restores, to the maximum extent practicable, the functioning of an individual, is considered Medically Necessary when criteria for rehabilitation or habilitation therapy are met.

### **Residential Treatment Center**

Residential treatment that is not medically necessary is excluded. Admissions that are not considered medically appropriate and are not covered include admissions for wilderness center training; for Custodial Care, for a situational or environmental change; or as an alternative to placement in a foster home or halfway house. This exclusion does not apply when the overnight stay is part of covered care in or a licensed facility providing transitional residential recovery services covered under the "Mental Disorders and Chemical Dependency" section of "Covered Services and Supplies."

## **Reversal of Surgical Sterilization**

This Plan does not cover services to reverse voluntary, surgically induced sterility.

## **Routine foot care**

This Plan does not cover services for treatment of corns, calluses and cutting of nails, unless prescribed for the treatment of diabetes.

## **Annual Physical Examinations**

This Plan does not cover annual physical examinations (including psychological examinations or drug screening) for insurance, licensing, employment, school, camp, or other nonpreventive purposes. An annual physical examination is one that is not otherwise medically indicated or Physician-directed and is obtained for the purposes of checking a Member's general health in the absence of symptoms or other nonpreventive purpose. Examples include examinations taken to obtain employment, or examinations administered at the request of a third party, such as a school, camp or sports organization. See "Preventive Care Services" in "Covered Services and Supplies," Section 500, for information about coverage of examinations that are for preventive health purposes.

## **Services for Educational or Training Purposes**

Except for services related to behavioral health treatment for pervasive development disorder or autism are covered as shown in "Covered Services and Supplies," Section 700, all other services related to or consisting of education or training, including for employment or professional purposes, are not covered, even if provided by an individual licensed as a health care provider by the state of California. Examples of excluded services include education and training for non-medical purposes such as:

- Gaining academic knowledge for educational advancement to help students achieve passing marks and advance from grade to grade. For example: The Plan does not cover tutoring, special education/instruction required to assist a child to make academic progress; academic coaching; teaching members how to read; educational testing or academic education during residential treatment.
- Developing employment skills for employment counseling or training, investigations required for employment, education for obtaining or maintaining employment or for professional certification or vocational rehabilitation, or education for personal or professional growth.
- Teaching manners or etiquette appropriate to social activities.
- Behavioral skills for individuals on how to interact appropriately when engaged in the usual activities of daily living, such as eating, or working, except for behavioral health treatment as indicated above in conjunction with the diagnosis of pervasive development disorder or autism.

## **Services Not Related To Covered Condition, Illness Or Injury**

Any services or supplies not related to the diagnosis or treatment of a covered condition, illness or injury. However, the Plan does cover Medically Necessary services and supplies for medical conditions directly related to non-covered services when complications exceed routine Follow-Up Care (such as life-threatening complications of cosmetic surgery).

## **State Hospital Treatment**

Services in a state Hospital are limited to treatment or confinement as the result of an Emergency or Urgently Needed Care as defined in "Definitions," Section 1100.

## **Surrogate Pregnancy**

This Plan covers services for a surrogate pregnancy only when the surrogate is a Health Net Member. When compensation is obtained for the surrogacy, the Plan shall have a lien on such compensation to recover its medical expense. A surrogate pregnancy is one in which a woman has agreed to become pregnant with the intention of surrendering custody of the child to another person. The benefits that are payable under this provision are subject to the Plan's right to recovery as described in "Recovery of Benefits Paid by Health Net Under A Surrogate Parenting Agreement" in the "Specific Provisions" section of this Plan Contract and EOC.

**Telephone Consultations**

Treatment or consultations provided by telephone are not covered.

**Treatment by Immediate Family Members**

This Plan does not cover routine or ongoing treatment, consultation or provider referrals (including, but not limited to, prescribed services, supplies and drugs) provided by the Member's parent, spouse, Domestic Partner, child, stepchild or sibling. Members who receive routine or ongoing care from a member of their immediate family will be reassigned to another Physician at the contracting Physician Group (medical) or a Participating Mental Health Professional (Mental Disorders or Chemical Dependency).

**Treatment for Obesity**

Treatment or surgery for obesity, weight reduction or weight control is limited to the treatment of morbid obesity.

**Treatment Related to Judicial or Administrative Proceedings**

Medical, mental health care or Chemical Dependency services as a condition of parole or probation, and court-ordered testing are limited to Medically Necessary covered services.

**Unauthorized Services and Supplies**

This Plan only covers services or supplies that are authorized by Health Net or the Physician Group (medical) or the Administrator (Mental Disorders or Chemical Dependency) according to Health Net's or Administrator's procedures, except for emergency services.

Services or supplies that are rendered by a non-contracting provider or facility are only covered when authorized by your Physician Group (medical), the Administrator (Mental Disorders or Chemical Dependency) or when you require Emergency or Urgently Needed Care.

**Vision Therapy, Eyeglasses and Contact Lenses**

This Plan does not cover vision therapy, Eyeglasses or Contact Lenses, except as specified in the "Pediatric Vision Benefits" portion of "Covered Services and Supplies." However, this exclusion does not apply to an implanted lens that replaces the organic eye lens.

**Subsection-C****Prescription Drugs**

The exclusions and limitations in the "General Exclusions and Limitations" and "Services and Supplies" portions of this section also apply to the coverage of prescription drugs.

**Note:** Services or supplies excluded under the Prescription Drug benefits may be covered under your medical benefits portion of this Plan Contract. Please refer to the "Medical Services and Supplies" portion of "Covered Services and Supplies," Section 700, for more information.

**Additional exclusions and limitations:****Allergy Serum**

Products to lessen or end allergic reactions are not covered. Allergy serum is covered as a medical benefit. See the "Allergy, Immunizations and Injections" portion of the "Schedule of Benefits and Copayments" section and the "Immunizations and Injections" portion of "Covered Services and Supplies" section.

**Appetite Suppressants or Drugs for Body Weight Reduction**

Drugs prescribed for the treatment of obesity are not covered, except when medically necessary for the treatment of morbid obesity.

**Brand Name Drugs that have Generic Equivalents**

Brand Name Drugs that have generic equivalents are not covered without Prior Authorization from Health Net.



## **Devices**

Coverage is limited to vaginal contraceptive devices, peak flow meters, spacer inhalers and those devices listed under the "Diabetic Drugs and Supplies" section of the "Prescription Drugs" portion of "Covered Services and Supplies." No other devices are covered even if prescribed by a Member Physician.

## **Diagnostic Drugs**

Drugs used for diagnostic purposes are not covered. Diagnostic drugs are covered under the medical benefit when Medically Necessary.

## **Dietary or Nutritional Supplements**

Drugs used as dietary or nutritional supplements, including vitamins and herbal remedies, including when in combination with a prescription drug product, are limited to drugs that are listed in the Essential Rx Drug List. Phenylketonuria (PKU) treatment is covered under the medical benefit (see the "Phenylketonuria" portion of "Covered Services and Supplies."

## **Drugs Prescribed by a Dentist**

Drugs prescribed for routine dental treatment are not covered.

## **Drugs Prescribed for the Common Cold**

Drugs when prescribed to shorten the duration of the common cold are not covered.

## **Drugs Prescribed for Cosmetic or Enhancement Purposes**

Drugs that are prescribed for the following non-medical conditions are not covered: hair loss, sexual performance, athletic performance, cosmetic purposes, anti-aging for cosmetic purposes and mental performance. Examples of drugs that are excluded when prescribed for such conditions include, but are not limited to Latisse, Renova, Retin-A, Vaniqua, Propecia or Lustra. This exclusion does not exclude coverage for drugs when pre-authorized as Medically Necessary to treat a diagnosed medical condition affecting memory, including but not limited to, Alzheimer's dementia.

## **Food and Drug Administration (FDA)**

Supply amounts for prescriptions that exceed the FDA's or Health Net's indicated usage recommendation are not covered unless Medically Necessary and prior authorization is obtained from Health Net.

## **Hypodermic Syringes and Needles**

Hypodermic syringes and needles are limited to disposable insulin needles and syringes, and specific brands of pen devices. Needles and syringes required to administer self-injected medications (other than insulin) will be provided when obtained through Health Net's Specialty Pharmacy Vendor under the Medical benefit (see the "Immunizations and Injections" portion of "Covered Services and Supplies," Section 700). All other syringes, devices and needles are not covered.

## **Infertility Services**

This Plan does not cover prescription drugs prescribed for infertility.

## **Self Injectable Drugs**

Self injectable drugs obtained through a prescription are limited to insulin and sexual dysfunction drugs when prescribed by a Physician. Other self injectable medications are covered under the medical benefit (see the "Immunizations and Injections" portion of "Covered Services and Supplies (Section 700).") Surgically implanted drugs are covered under the medical benefit (see the "Surgically Implanted Drugs" portion of "Covered Services and Supplies."

## **Irrigation Solutions**

Irrigation solutions and saline solutions are not covered.

## **Lost, Stolen or Damaged Drugs**

Drugs that are lost, stolen or damaged are not covered. You will have to pay the retail price for replacing them.

### **Mandatory Mail Order for Maintenance Drugs**

Maintenance Drugs must be obtained through the mail order program in order to be covered. (See the "Drugs Dispensed by Mail Order" provision in the "Prescription Drugs" portion of "Covered Services and Supplies."

### **Nonapproved Uses**

Drugs prescribed for indications approved by the Food and Drug Administration are covered. Off-label use of drugs is only covered when prescribed or administered by a licensed health care professional for treatment of a life-threatening or chronic and seriously debilitating condition as described herein (see the "Off-Label Drugs" provision in the "Prescription Drugs" portion of "Covered Services and Supplies," Section 700).

### **Noncovered Services**

Drugs prescribed for a condition or treatment that is not covered by this Plan are not covered. However, the Plan does cover Medically Necessary drugs for medical conditions directly related to noncovered services when complications exceed routine follow-up care (such as life-threatening complications of cosmetic surgery).

### **Nonparticipating Pharmacies**

Drugs dispensed by Nonparticipating Pharmacies are not covered, except as specified in the "Nonparticipating Pharmacies and Emergencies" provision of "Covered Services and Supplies," Section 700.

### **Nonprescription (Over-the-Counter) Drugs, Equipment and Supplies**

Medical equipment and supplies (including insulin), that are available without a prescription, are covered only when prescribed by a Physician for the management and treatment of diabetes, or for preventive purposes in accordance with the U.S. Preventive Services Task Force A and B recommendations or for female contraception as approved by the FDA.

Any other nonprescription or over-the-counter drugs, medical equipment or supplies that can be purchased without a Prescription Drug Order is not covered, even if a Physician writes a Prescription Drug Order for such drug, equipment or supply unless it is listed in the Essential Rx Drug List. However, if a higher dosage form of a nonprescription drug or over-the-counter drug is only available by prescription that higher dosage drug may be covered when Medically Necessary.

If a drug that was previously available by prescription becomes available in an over-the-counter (OTC) form in the same prescription strength, then Prescription Drugs that are similar agents and have comparable clinical effect(s), will only be covered when Medically Necessary and Prior Authorization is obtained from Health Net.

### **Physician Is Not a Member Physician**

Drugs prescribed by a Physician who is not a Member Physician or an authorized Specialist are not covered, except when the Physician's services have been authorized or because of a medical Emergency condition, illness or injury or as specifically stated.

### **Quantity Limitations**

Some drugs are subject to specific quantity limitations per Copayment based on recommendations for use by the FDA or Health Net's usage guidelines. Medications taken on an "as-needed" basis may have a Copayment based on a specific quantity, standard package, vial, ampoule, tube or other standard unit. In such a case, the amount of medication dispensed may be less than a 30-consecutive-calendar-day supply. If Medically Necessary, your Physician may request a larger quantity from Health Net.

### **Schedule II Narcotic Drugs**

Schedule II narcotic drugs are not covered through mail order. Schedule II drugs are drugs classified by the Federal Drug Enforcement Administration as having a high abuse risk but also safe and accepted for medical uses in the United States.

### **Sexual Dysfunction Drugs**

Drugs (including injectable medications) when Medically Necessary for treating sexual dysfunction are limited to a maximum of 8 doses in any 30 day period.

### **Smoking Cessation Coverage**

Drugs that require a prescription in order to be dispensed for the relief of nicotine withdrawal symptoms are covered up to a twelve week course of therapy per calendar year if the member is concurrently enrolled in a comprehensive smoking cessation behavioral modification support program. The prescribing physician must request prior authorization for coverage. For information regarding smoking cessation behavioral modification support programs available through Health Net, contact the Customer Contact Center at the telephone number on your Health Net ID Card or visit the Health Net website at [www.healthnet.com](http://www.healthnet.com).

### **Unit Dose or "Bubble" Packaging**

Individual doses of medication dispensed in plastic, unit dose or foil packages and dosage forms used for convenience as determined by Health Net, are only covered when Medically Necessary or when the medication is only available in that form.

## **Subsection-D**

### **Pediatric Vision Services (birth through age 18)**

The exclusions and limitations in the "Services and Supplies" and "Medical Services and Supplies" portions of this section apply to Pediatric Vision Services.

**Note: Services or supplies excluded under the vision benefits may be covered under your medical benefits portion of this *Evidence of Coverage*. Please refer to the "Medical Services and Supplies" portion of "Covered Services and Supplies," Section 500, for more information.**

**Additional exclusions and limitations:**

#### **Non-Participating Providers**

This vision plan will **not** cover services and supplies provided by a provider who is not a Participating Vision Provider.

#### **Not-Medically Necessary Services and Materials**

Charges for services and Materials that Health Net determines to be non-Medically Necessary services, are excluded. One routine eye examination with dilation is covered every calendar year, and is not subject to Medical Necessity.

#### **Medically Necessary Contact Lenses**

Coverage for prescriptions for contact lenses is subject to Medical Necessity, Prior Authorization by Health Net and all applicable exclusions and limitations. When covered, contact lenses are furnished at the same coverage interval as eyeglass lenses under this vision benefit. They are in lieu of all eyeglasses lenses and frames. See the "Pediatric Vision Services" portions of "Schedule of Benefits and Copayments" and "Covered Services and Supplies" for details.

#### **Medical or Hospital**

Hospital and medical charges of any kind, vision services rendered in a hospital and medical or surgical treatment of the eyes, are not covered.

#### **Loss or Theft**

Replacement due to loss, theft or destruction is excluded, except when replacement is at the regular time intervals of coverage under this plan.

### **Orthoptics, Vision Training, etc.**

Orthoptics and vision training and any associated testing, subnormal vision aids, plano (non-prescription) lenses, lenses are excluded unless specifically identified as a Covered Service in the "Pediatric Vision Services" portion of "Schedule of Benefits and Copayments" section.

### **Second Pair**

A second pair of glasses in lieu of bifocals is excluded from the basic benefit. However, Health Net Participating Vision Providers offer discounts up to 40 percent off their normal fees for secondary purchases once the initial benefit has been exhausted.

### **Employment Related**

Any services or Materials as a condition of employment (e.g., safety glasses). Noted Exception: If the service is determined to be Medically Necessary, irrespective of whether a condition of employment also requires it, the service is covered.

### **Medical records**

Charges associated with copying or transferring vision records are excluded. Noted Exception: If Health Net's contracting provider terminates, lacks capacity or the enrollee is transferred for other good cause, the enrollee is not required to pay the charges associated with copying or transferring vision records to the participating provider in order to obtain covered services.

## **Subsection-E**

### **Acupuncture Services**

**The exclusions and limitations in the "General Exclusions and Limitations" and "Services and Supplies" portions of this section also apply to Acupuncture Services.**

**Note: Services or supplies excluded under the acupuncture benefits may be covered under your medical benefits portion of this *Plan Contract*. Please refer to the "Medical Services and Supplies" portion of "Covered Services and Supplies," Section 700, for more information.**

Services, laboratory tests, x-rays and other treatment not approved by ASH Plans and documented as Medically/Clinically Necessary as appropriate or classified as Experimental, and/or being in the research stage, as determined in accordance with professionally recognized standards of practice are not covered. If you have a life threatening or seriously debilitating condition and ASH plans denies coverage based on the determination that the therapy is Experimental, you may be able to request an independent medical review of ASH Plans' determination. You should contact ASH Plans at 1-800-678-9133 for more information.

**Additional exclusions and limitations include, but are not limited to, the following:**

#### **Auxiliary Aids**

Auxiliary aids and services are not covered. This includes but is not limited to interpreters, transcription services, written materials, telecommunications devices, telephone handset amplifiers, television decoders and telephones compatible with hearing aids.

#### **Diagnostic Radiology**

No diagnostic radiology (including X-rays, magnetic resonance imaging or MRI) is covered.

#### **Drugs**

Prescription drugs and over-the-counter drugs are not covered.

#### **Durable Medical Equipment**

Durable Medical Equipment is not covered.

**Educational Programs**

Educational programs, nonmedical self-care, self-help training and related diagnostic testing are not covered.

**Experimental or Investigational Acupuncture Services**

Acupuncture care that is (a) investigatory; or (b) an unproven Acupuncture Service that does not meet generally accepted and professionally recognized standards of practice in the acupuncture provider community is not covered. ASH Plans will determine what will be considered Experimental or Investigational.

**Hospital Charges**

Charges for Hospital confinement and related services are not covered.

**Anesthesia**

Charges for anesthesia are not covered.

**Hypnotherapy**

Hypnotherapy, sleep therapy, behavior training and weight programs are not covered.

**Non-Contracted Providers**

Services or treatment rendered by acupuncturists who do not contract with ASH Plans are not covered, except with regard to Emergency Acupuncture Services or upon referral by ASH Plans.

**Out-of-State Services**

Services provided by an acupuncturist practicing outside California are not covered, except with regard to Emergency Acupuncture Services.

**Thermography**

The diagnostic measuring and recording of body heat variations (thermography) are not covered.

**Transportation Costs**

Transportation costs are not covered, including local ambulance charges.

**X-ray and Laboratory Tests**

X-ray and laboratory tests are not covered.

**Medically/Clinically Unnecessary Services**

Only Acupuncture Services that are necessary, appropriate, safe, effective and that are rendered in accordance with professionally recognized, valid, evidence-based standards of practice are covered.

**Services Not Within License**

Only services that are within the scope of licensure of a licensed acupuncturist in California are covered. Other services, including, without limitation, ear coning and Tui Na are not covered. Ear coning, also sometimes called "ear candling," involves the insertion of one end of a long, flammable cone ("ear cone") into the ear canal. The other end is ignited and allowed to burn for several minutes. The ear cone is designed to cause smoke from the burning cone to enter the ear canal to cause the removal of earwax and other materials. Tui Na, also sometimes called "Oriental Bodywork" or "Chinese Bodywork Therapy," utilizes the traditional Chinese medical theory of Qi but is taught as a separate but equal field of study in the major traditional Chinese medical colleges and does not constitute acupuncture.

**Vitamins**

Vitamins, minerals, nutritional supplements or other similar products are not covered.

## **GENERAL PROVISIONS (SECTION 900)**

### **Subsection-A**

#### **Form or Content of the Plan Contract**

Only a Health Net officer can make changes to this Plan Contract. Any changes will be made through an endorsement signed and authorized by a Health Net officer. No agent or other employee of Health Net is authorized to change the terms, conditions or benefits of this Plan Contract.

### **Subsection-B**

#### **Entire Agreement**

This Plan Contract, the Notice of Acceptance and the application shall constitute the entire agreement between Health Net and the Member.

### **Subsection-C**

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

As a condition of enrollment in this health plan and a condition precedent to the provisions of benefits under this health plan, Health Net, its agents, independent contractors and participating physicians shall be entitled to release to or obtain from, any person, organization or government agency, any information and records, including patient records of Members, which Health Net requires or is obligated to provide pursuant to legal process, federal, state or local law or as otherwise required in the administration of this health plan.

### **Subsection-D**

#### **Regulation**

Health Net is subject to the requirements and the implementing regulations of the California Knox-Keene Health Care Service Plan Act of 1975, as amended, as set forth at Chapter 2.2 of Division 2 of the California Health and Safety Code (beginning with Section 1340) and its implementing regulations, as set forth at Subchapter 5.5 of Chapter 3 of Title 10 of the California Code of Regulations (beginning with Section 1300.43). Any provisions required to be in this Plan Contract by either of the above sources of law shall bind Health Net whether or not provided in this Plan Contract.

### **Subsection-E**

#### **Notice of Certain Events**

Any notices required hereunder shall be deemed to be sufficient if mailed to the Subscriber at the address appearing on the records of Health Net. The Subscriber can meet any notice requirements by mailing the notice to: Health Net Individual Products, P.O. Box 2066, Rancho Cordova, CA 95741-2066.

### **Subsection-F**

#### **Benefit or Subscription Charge Changes**

Health Net will provide Subscriber at least 30 days' notice of any changes in benefits or Plan Contract provisions. Health Net will provide at least 60 days' notice of any changes in subscription charges. There is no vested right to receive the benefits of this health plan.

### **Right to Transfer Plans**

At least once a year you may choose to transfer your coverage without the need for medical underwriting to another Health Net Individual and Family HMO Plan having equal or lesser benefits. However, if you choose to transfer your coverage to a plan with lesser benefits, you will not be able to change back to your current plan without medical underwriting. For information regarding how to transfer to another Health Net individual plan, including which plans are available to you for transfer without the need for medical underwriting, please contact Health Net at 1-800-909-3447, option 2.

### **Non-Discrimination**

Health Net hereby agrees that no person who is otherwise eligible and accepted for enrollment under this Plan Contract shall be refused enrollment nor shall their coverage be terminated solely because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation or age.

### **Interpretation of Plan Contract**

The laws of the State of California shall be applied to interpretations of this Plan Contract. Where applicable, the interpretation of this Plan Contract shall be guided by the direct service, group practice nature of Health Net's operations as opposed to a fee for service indemnity basis.

### **Customer Contact Center Interpreter Services**

Health Net's Customer Contact Center has bilingual staff and interpreter services for additional languages to handle Member language needs. Examples of interpretive services provided include explaining benefits, filing a grievance and answering questions related to your health plan in your preferred language. Also, our Customer Contact Center staff can help you find a health care provider who speaks your language. Call the Member Inquiries number on your Health Net ID card for this free service. Health Net discourages the use of family members and friends as interpreters and strongly discourages the use of minors as interpreters at all medical points of contact where a covered benefit or service is received. Language assistance is available at all medical points of contact where a covered benefit or service is accessed. You do not have to use family members or friends as interpreters. If you cannot locate a health care provider who meets your language needs, you can request to have an interpreter available at no charge.

### **Members' Rights and Responsibilities Statement**

Health Net is committed to treating Members in a manner that respects their rights, recognizes their specific needs and maintains a mutually respectful relationship. In order to communicate this commitment, Health Net has adopted these members' rights and responsibilities. These rights and responsibilities apply to Members' relationships with Health Net, its contracting practitioners and providers, and all other health care professionals providing care to its members.

#### **Members have the right to:**

- Receive information about Health Net, its services, its practitioners and providers and Members' rights and responsibilities;
- Be treated with respect and recognition of their dignity and right to privacy;
- Participate with practitioners in making decisions about their health care;

- A candid discussion of appropriate or medically necessary treatment options for their conditions, regardless of cost or benefit coverage;
- Request an interpreter at no charge to you;
- Use interpreters who are not your family members or friends;
- File a grievance in your preferred language by using the interpreter service or by completing the translated grievance form that is available on [www.healthnet.com](http://www.healthnet.com);
- File a complaint if your language needs are not met;
- Voice complaints or appeals about the organization or the care it provides; and
- Make recommendations regarding Health Net's member rights and responsibilities policies.

**Members have the responsibility to:**

- Supply information (to the extent possible) that the organization and its practitioners and providers need in order to provide care;
- Follow plans and instructions for care that they have agreed-upon with their practitioners; and
- Be aware of their health problems and participate in developing mutually agreed-upon treatment goals to the degree possible.

**Subsection-K**

**Grievance, Appeals, Independent Medical Review and Arbitration**

**Grievance Procedures**

Appeal, complaint or grievance means any dissatisfaction expressed by You or Your representative concerning a problem with Health Net, a medical provider or Your coverage under this Plan Contract and EOC, including an adverse benefit determination as set forth under the Affordable Care Act (ACA). An adverse benefit determination means a decision by Health Net to deny, reduce, terminate or fail to pay for all or part of a benefit that is based on:

- Rescission of coverage, even if it does not have an adverse effect on a particular benefit at that time; or
- Determination of an individual's eligibility to participate in this Health Net plan; or
- Determination that a benefit is not covered; or
- An exclusion or limitation of an otherwise covered benefit based on a pre-existing condition exclusion or a source-of-injury exclusion; or
- Determination that a benefit is Experimental, Investigational, or not Medically Necessary or appropriate.



If you are not satisfied with efforts to solve a problem with Health Net or your Provider, you must first file a grievance or appeal against Health Net by calling the Customer Contract Center at **1-800-839-2172** or by submitting a Member Grievance Form through the Health Net website at [www.healthnet.com](http://www.healthnet.com).

You may also file your complaint in writing by sending information to:

Health Net  
Appeals and Grievance Department  
P.O. Box 10348  
Van Nuys, CA 91410-0348

If your concern involves the Mental Disorders and Chemical Dependency program, call MHN Services at 1-888-426-0030 or write to:

MHN Services  
Attention: Appeals and Grievances  
P.O. Box 10697  
San Rafael, CA 94912

If your concern involves the pediatric vision services, call Health Net **1-866-392-6058** or write to:

Health Net  
Attention: Customer Contact Center  
P.O. Box 8504  
Mason, OH 45040-7111

If your concern involves the acupuncture program, call the Health Net Customer Contact Center at **1-800-522-0088** or write to:

Health Net  
Appeals and Grievance Department  
P.O. Box 10348  
Van Nuys, CA 91410-0348

You must file your grievance or appeal with Health Net within 365 calendar days following the date of the incident or action that caused your grievance. Please include all information from your Health Net Identification Card and the details of the concern or problem.

We will:

- Confirm in writing within five calendar days that we received your request.
- Review your complaint and inform you of our decision in writing within 30 days from the receipt of the Grievance. For conditions where there is an immediate and serious threat to your health, including severe pain or the potential for loss of life, limb or major bodily function exists, Health Net must notify you of the status of your grievance no later than three days from receipt of the grievance. For urgent grievances, Health Net will immediately notify you of the right to contact the Department of Managed Health Care. There is no requirement that you participate in Health Net's grievance or appeals process before requesting IMR for denials based on the Investigational or Experimental nature of the therapy. In such cases you may immediately contact the Department of Managed Health Care to request an IMR of the denial.

If you continue to be dissatisfied after the grievance procedure has been completed, you may contact the Department of Managed Health Care for assistance or to request an independent medical review or you may initiate binding arbitration, as described below. Binding arbitration is the final process for the resolution of disputes.

## **Independent Medical Review of Grievances Involving a Disputed Health Care Service**

You may request an independent medical review ("IMR") of disputed health care services from the Department of Managed Health Care ("Department") if you believe that health care services eligible for coverage and payment under your Health Net Plan have been improperly denied, modified or delayed by Health Net or one of its contracting providers. A "Disputed Health Care Service" is any health care service eligible for coverage and payment

under your Health Net Plan that has been denied, modified or delayed by Health Net or one of its contracting providers, in whole or in part because the service is not Medically Necessary.

The IMR process is in addition to any other procedures or remedies that may be available to you. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of the request for IMR. Health Net will provide you with an IMR application form and Health Net's grievance response letter that states its position on the Disputed Health Care Service. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against Health Net regarding the Disputed Health Care Service.

### **Eligibility**

Your application for IMR will be reviewed by the Department to confirm that it meets all the eligibility requirements of the law for IMR which are set out below:

- 1.(A) Your provider has recommended a health care service as Medically Necessary, or
  - (B) You have received urgent or Emergency Care that a provider determined to have been Medically Necessary;
  - (C) In the absence of the provider recommendation described in 1.(A) above, you have been seen by a Health Net Member Physician for the diagnosis or treatment of the medical condition for which you seek IMR;
2. The Disputed Health Care Service has been denied, modified or delayed by Health Net or one of its contracting providers, based in whole or in part on a decision that the health care service is not Medically Necessary; and
3. You have filed a grievance with Health Net and the disputed decision is upheld by Health Net or the grievance remains unresolved after 30 days. Within the next six months, you may apply to the Department for IMR or later, if the Department agrees to extend the application deadline. If your grievance requires expedited review you may bring it immediately to the Department's attention. The Department may waive the requirement that you follow Health Net's grievance process in extraordinary and compelling cases.

If your case is eligible for IMR, the dispute will be submitted to a medical Specialist who will make an independent determination of whether or not the care is Medically Necessary. You will receive a copy of the assessment made in your case from the IMR. If the IMR determines the service is Medically Necessary, Health Net will provide the Disputed Health Care Service. If your case is not eligible for IMR, the Department will advise you of your alternatives.

For non-urgent cases, the IMR organization designated by the Department must provide its determination within 30 days of receipt of the application for review and the supporting documents. For urgent cases involving imminent and serious threat to your health, including, but not limited to, serious pain, the potential loss of life, limb or major bodily function or the immediate and serious deterioration of your health, the IMR organization must provide its determination within three business days.

For more information regarding the IMR process or to request an application form, please call the Customer Contact Center at the telephone number on your Health Net ID card.

### **Independent Medical Review of Investigational or Experimental Therapies**

Health Net does not cover Experimental or Investigational drugs, devices, procedures or therapies. However, if Health Net denies or delays coverage for your requested treatment on the basis that it is Experimental or Investigational and you meet the eligibility criteria set out below, you may request an independent medical review ("IMR") of Health Net's decision from the Department of Managed Health Care. The Department does not require you to participate in Health Net's grievance or appeals process before requesting IMR of denials based on the Investigational or Experimental nature of the therapy. In such cases you may immediately contact the Department to request IMR of this denial.

### **Eligibility**

1. You must have a life-threatening or seriously debilitating condition.

2. Your Physician must certify to Health Net that you have a life-threatening or seriously debilitating condition for which standard therapies have not been effective in improving your condition or are otherwise medically inappropriate and there is no more beneficial therapy covered by Health Net.
3. Your Physician must certify that the proposed Experimental or Investigational therapy is likely to be more beneficial than available standard therapies or as an alternative, you submit a request for a therapy that, based on documentation you present from the medical and scientific evidence, is likely to be more beneficial than available standard therapies.
4. You have been denied coverage by Health Net for the recommended or requested therapy.
5. If not for Health Net's determination that the recommended or requested treatment is Experimental or Investigational, it would be covered.

If Health Net denies coverage of the recommended or requested therapy and you meet the eligibility requirements, Health Net will notify you within five business days of its decision and your opportunity to request external review of Health Net's decision through IMR. Health Net will provide you with an application form to request an IMR of Health Net's decision. The IMR process is in addition to any other procedures or remedies that may be available to you. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of your request for IMR. If your Physician determines that the proposed therapy should begin promptly, you may request expedited review and the experts on the IMR panel will render a decision within seven days of your request. If the IMR panel recommends that Health Net cover the recommended or requested therapy, coverage for the services will be subject to the terms and conditions generally applicable to other benefits you are entitled to. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against Health Net regarding the denial of the recommended or requested therapy. For more information, please call the Customer Contact Center at the telephone number on your Health Net ID card.

## **Department of Managed Health Care**

The California Department of Managed Health Care is responsible for regulating health care service plans. (Health Net is a health care service plan.)

If you have a grievance against Health Net, you should first telephone Health Net at **1-800-839-2172** and use our grievance process before contacting the Department. Utilizing this grievance procedure does not prohibit any potential legal rights or remedies that may be available to you.

If you need help with a grievance involving an Emergency, a grievance that has not been satisfactorily resolved by Health Net or a grievance that has remained unresolved for more than 30 days, you may call the Department for assistance.

You may also be eligible for an Independent Medical Review (IMR). If you are eligible for IMR, the IMR process will provide an impartial review of medical decisions made by a health plan related to the Medical Necessity of a proposed service or treatment, coverage decisions for treatments that are Experimental or Investigational in nature and payment disputes for emergency or urgent medical services. The Department also has a toll-free telephone number (**1-888-HMO-2219**) and a TDD line (**1-877-688-9891**) for the hearing and speech impaired. The Department's Internet Web site <http://www.hmohelp.ca.gov> has complaint forms, IMR application forms and instructions online.

### **Binding Arbitration**

Sometimes disputes or disagreements may arise between you (including your enrolled Family Members, heirs or personal representatives) and Health Net regarding the construction, interpretation, performance or breach of this Plan Contract or regarding other matters relating to or arising out of your Health Net membership. Typically such disputes are handled and resolved through the Health Net Grievance, Appeal and Independent Medical Review process described above. However, in the event that a dispute is not resolved in that process, Health Net uses

binding arbitration as the final method for resolving all such disputes, whether stated in tort, contract or otherwise and whether or not other parties such as employer groups, health care providers or their agents or employees, are also involved. In addition, disputes with Health Net involving alleged professional liability or medical malpractice (that is, whether any medical services rendered were unnecessary or unauthorized or were improperly, negligently or incompetently rendered) also must be submitted to binding arbitration.

As a condition to becoming a Health Net Member, you agree to submit all disputes you may have with Health Net, except those described below, to final and binding arbitration. Likewise, Health Net agrees to arbitrate all such disputes. This mutual agreement to arbitrate disputes means that both you and Health Net are bound to use binding arbitration as the final means of resolving disputes that may arise between the parties and thereby the parties agree to forego any right they may have to a jury trial on such disputes. However, no remedies that otherwise would be available to either party in a court of law will be forfeited by virtue of this agreement to use and be bound by Health Net's binding arbitration process. This agreement to arbitrate shall be enforced even if a party to the arbitration is also involved in another action or proceeding with a third party arising out of the same matter.

Health Net's binding Arbitration process is conducted by mutually acceptable arbitrator(s) selected by the parties. The Federal Arbitration Act, 9 U.S.C. § 1, et seq., will govern arbitrations under this process. In the event that the total amount of damages claimed is \$200,000 or less, the parties shall, within 30 days of submission of the demand for Arbitration to Health Net, appoint a mutually acceptable single neutral arbitrator who shall hear and decide the case and have no jurisdiction to award more than \$200,000. In the event that total amount of damages is over \$200,000, the parties shall, within 30 days of submission of the demand for Arbitration to Health Net, appoint a mutually acceptable panel of three neutral arbitrators (unless the parties mutually agree to one arbitrator), who shall hear and decide the case.

If the parties fail to reach an agreement during this time frame, then either party may apply to the Court of Competent Jurisdiction for appointment of the arbitrator(s) to hear and decide the matter.

Arbitration can be initiated by submitting a demand for Arbitration to Health Net at the address provided below. The demand must have a clear statement of the facts, the relief sought and a dollar amount.

Health Net of California  
Attention: Litigation Administrator  
P.O. Box 4504  
Woodland Hills, CA 91365-4505

The arbitrator is required to follow applicable state or federal law. The arbitrator may interpret this *Plan Contract*, but will not have any power to change, modify or refuse to enforce any of its terms, nor will the arbitrator have the authority to make any award that would not be available in a court of law. At the conclusion of the arbitration, the arbitrator will issue a written opinion and award setting forth findings of fact and conclusions of law. The award will be final and binding on all parties except to the extent that State or Federal law provide for judicial review of Arbitration proceedings.

The parties will share equally the arbitrator's fees and expenses of administration involved in the arbitration. Each party also will be responsible for their own attorneys' fees. In cases of extreme hardship to a Member, Health Net may assume all or a portion of a Member's share of the fees and expenses of the Arbitration. Upon written notice by the Member requesting a hardship application, Health Net will forward the request to an independent professional dispute resolution organization for a determination. Such request for hardship should be submitted to the Litigation Administrator at the address provided above.

#### Subsection-L

### **Involuntary Transfer to Another Primary Care Physician or Contracting Physician Group**

Health Net may transfer you to another Primary Care Physician or contracting Physician Group under certain circumstances. The following are examples of circumstances that may result in involuntary transfer, as specified:

- **Refusal to Follow Treatment:** You may be involuntarily transferred to an alternate Primary Care Physician or Physician Group if you continually refuse to follow recommended treatment or established procedures of Health Net, the Primary Care Physician, or the Physician Group. Health Net will offer you the opportu-

nity to develop an acceptable relationship with another Primary Care Physician at the Physician Group or at another Physician Group, if available. A transfer to another Physician Group will be at Health Net's discretion.

- **Disruptive or Threatening Behavior:** You may be involuntarily transferred to an alternate Primary Care Physician or Physician Group if you repeatedly disrupt the operations of the Physician Group or Health Net to the extent that the normal operations of either the Physician's office, the contracting Physician Group or Health Net are adversely impacted.
- **Abusive Behavior:** You may be involuntarily transferred to an alternate Primary Care Physician or Physician Group if you exhibit behavior that is abusive or threatening in nature toward the health care provider, his or her office staff, the contracting Physician Group or Health Net personnel.
- **Inadequate Geographic Access to Care:** You may be involuntarily transferred to an alternate Primary Care Physician or Physician Group if it is determined that your residence is not within reasonable access to your current Primary Care Physician.

Other circumstances for involuntary transfer to an alternative Primary Care Physician or Physician Group may exist where the treating Physician or Physicians have determined that there is an inability to continue to provide you care because the patient-physician relationship has been compromised to the extent that mutual trust and respect have been impacted. The treating Physicians and contracting Physician Group must always work within the code of ethics established through the American Medical Association (AMA). (For information on the AMA code of ethics, please refer to the American Medical Association website at <http://www.ama-assn.org>). Under the code of ethics, the Physician will provide you with notice prior to discontinuing as your treating Physician that will enable you to contact Health Net and make alternate care arrangements.

Health Net will conduct a fair investigation of the facts before any involuntary transfer for any of the above reasons is carried out.

## **Subsection-M**

### **Technology Assessment**

New technologies are those procedures, drugs or devices that have recently been developed for the treatment of specific diseases or conditions or are new applications of existing procedures, drugs or devices. New technologies are considered Investigational or Experimental during various stages of clinical study as safety and effectiveness are evaluated and the technology achieves acceptance into the medical standard of care. The technologies may continue to be considered Investigational or Experimental if clinical study has not shown safety or effectiveness or if they are not considered standard care by the appropriate medical specialty. Approved technologies are integrated into Health Net benefits.

Health Net determines whether new technologies should be considered medically appropriate, or Investigational or Experimental, following extensive review of medical research by appropriately specialized Physicians. Health Net requests review of new technologies by an independent, expert medical reviewer in order to determine medical appropriateness or Investigational or Experimental status of a technology or procedure.

The expert medical reviewer also advises Health Net when patients require quick determinations of coverage, when there is no guiding principle for certain technologies or when the complexity of a patient's medical condition requires expert evaluation. If Health Net denies, modifies or delays coverage for your requested treatment on the basis that it is Experimental or Investigational, you may request an independent medical review (IMR) of Health Net's decision from the Department of Managed Health Care. Please refer to the "Independent Medical Review of Grievances Involving a Disputed Health Care Service" above in this "General Provisions" section for additional details.

## **Medical Malpractice Disputes**

Health Net and the health care providers that provide services to you through this Plan are each responsible for their own acts or omissions and are ordinarily not liable for the acts or omissions or costs of defending others.

## **Recovery of Benefits Paid by Health Net**

### **WHEN YOU ARE INJURED**

If you are ever injured through the actions of another person or yourself (responsible party), Health Net will provide benefits for all covered services that you receive through this plan. However, if you receive money or are entitled to receive money because of your injuries, whether through a settlement, judgment or any other payment associated with your injuries, Health Net or the medical providers retain the right to recover the value of any services provided to you through this Plan.

As used throughout this provision, the term responsible party means any party actually or potentially responsible for making any payment to a Member due to a Member's injury, illness or condition. The term responsible party includes the liability insurer of such party or any insurance coverage.

Some examples of how you could be injured through the actions of a responsible party are:

- You are in a car accident; or
- You slip and fall in a store.

Health Net's rights of recovery apply to any and all recoveries made by you or on your behalf from the following sources, including but not limited to:

- Payments made by a third party or any insurance company on behalf of a third party;
- Uninsured or underinsured motorist coverage;
- Personal injury protection, no fault or any other first party coverage;
- Workers Compensation or Disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners' insurance coverage, umbrella coverage; and
- Any other payments from any other source received as compensation for the responsible party's actions.

By accepting benefits under this Plan, you acknowledge that Health Net has a right of reimbursement that attaches when this Plan has paid for health care benefits for expenses incurred due to the actions of a responsible party and you or your representative recovers or is entitled to recover any amounts from a responsible party.

Under California law, Health Net's legal right to reimbursement creates a health care lien on any recovery.

By accepting benefits under this plan, you also grant Health Net an assignment of your right to recover medical expenses from any medical payment coverage available to the extent of the full cost of all covered services provided by the Plan and you specifically direct such medical payments carriers to directly reimburse the Plan on your behalf.

### **STEPS YOU MUST TAKE**

If you are injured because of a responsible party, you must cooperate with Health Net's and the medical providers' efforts to obtain reimbursement, including:

- Telling Health Net and the medical providers the name and address of the responsible party, if you know it, the name and address of your lawyer, if you are using a lawyer, the name and address of any insurance company involved with your injuries and describing how the injuries were caused;
- Completing any paperwork that Health Net or the medical providers may reasonably require to assist in enforcing the lien;
- Promptly responding to inquiries from the lienholders about the status of the case and any settlement discussions;
- Notifying the lienholders immediately upon you or your lawyer receiving any money from the responsible parties, any insurance companies, or any other source;
- Pay the health care lien from any recovery, settlement or judgment, or other source of compensation and all reimbursement due Health Net for the full cost of benefits paid under the Plan that are associated with injuries through a responsible party regardless of whether specifically identified as recovery for medical expenses and regardless of whether you are made whole or fully compensated for your loss;
- Do nothing to prejudice Health Net's rights as set forth above. This includes, but is not limited to, refraining from any attempts to reduce or exclude from settlement or recovery, the full cost of all benefits paid by the plan; and
- Hold any money that you or your lawyer receive from the responsible parties, or from any other source, in trust and reimbursing Health Net and the medical providers for the amount of the lien as soon as you are paid.

## **HOW THE AMOUNT OF YOUR REIMBURSEMENT IS DETERMINED**

The following section is not applicable to Workers' Compensation liens and may not apply to certain ERISA plans, hospital liens, Medicare plans and certain other programs and may be modified by written agreement.\*

Your reimbursement to Health Net or the medical provider under this lien is based on the value of the services you receive and the costs of perfecting this lien. For purposes of determining the lien amount, the value of the services depends on how the provider was paid and, as summarized below, will be calculated in accordance with California Civil Code, Section 3040, or as permitted by law.

- The amount of the reimbursement that you owe Health Net or the Physician Group will be reduced by the percentage that your recovery is reduced if a judge, jury or arbitrator determines that you were responsible for some portion of your injuries.
- The amount of the reimbursement that you owe Health Net or the Physician Group will also be reduced a pro rata share for any legal fees or costs that you paid from the money you received.
- The amount that you will be required to reimburse Health Net or the Physician Group for services you receive under this Plan will not exceed one-third of the money that you receive if you do engage a lawyer or one-half of the money you receive if you do not engage a lawyer.

\* Reimbursement related to Workers' Compensation benefits, ERISA plans, hospital liens, Medicare and other programs not covered by California Civil Code, Section 3040 will be determined in accordance with the provisions of this Evidence of Coverage and applicable law.

## **Subsection-P**

### **Recovery of Benefits Paid by Health Net Under A Surrogate Parenting Agreement**

This Plan covers services for a surrogate pregnancy only when the surrogate is a Health Net Member. When compensation is obtained for the surrogacy, the Plan shall have a lien on such compensation to recover its medical expense.

This Plan will provide benefits for all covered services that you receive through this Plan Contract and EOC. However, if you receive money or are entitled to receive money for the surrogacy, Health Net or the medical providers retains the right to recover the value of any services provided to you through this Plan Contract and EOC. Health Net's rights of recovery apply to any and all compensation made to and received by you as part of the surrogate parenting agreement up to the full cost of benefits paid under this Plan that are associated with the surrogate pregnancy.

By accepting benefits under this Plan Contract and EOC, you acknowledge that Health Net has a right of reimbursement that attaches when we have paid for health care benefits associated with a surrogate pregnancy.

Under California law, Health Net's legal right to reimbursement creates a health care lien on any recovery. You must cooperate with Health Net and the medical providers' efforts to obtain reimbursement, including:

- Informing Health Net of any surrogacy compensation agreement and providing a copy when requested by Health Net;
- Completing any paperwork that Health Net or the medical providers may reasonably require to assist in enforcing the lien;
- Promptly responding to inquiries from the lienholders;
- Notifying the lienholders immediately upon you or your lawyer receiving the compensation; and
- Pay the health care lien from any recovery, settlement or judgment, or other source of compensation and all reimbursement due Health Net You receive for the surrogate pregnancy up to the full cost of benefits paid under the Plan Contract and EOC that are associated with the surrogate pregnancy.

Your reimbursement to Health Net or the medical provider under this lien is based on the value of the services you receive and the costs of perfecting this lien. For purposes of determining the lien amount, the value of the services depends on how the provider was paid and will be calculated in accordance with California Civil Code, Section 3040, or as otherwise permitted by law.

## **Subsection-Q**

### **Relationship of Parties**

Contracting Physician Groups, Member Physicians, Hospitals and other health care providers are not agents or employees of Health Net.

Health Net and its employees are not the agents or employees of any Physician Group, Member Physician, Hospital or other health care provider.

All of the parties are independent contractors and contract with each other to provide you the covered services or supplies of this Plan.

The Members are not liable for any acts or omissions of Health Net, its agents or employees or of Physician Groups, any Physician or Hospital or any other person or organization with which Health Net has arranged or will arrange to provide the covered services and supplies of this Plan.

### **Provider/Patient Relationship**

Member Physicians maintain a doctor-patient relationship with the Member and are solely responsible for providing professional medical services. Hospitals maintain a Hospital-patient relationship with the Member and are solely responsible for providing Hospital services.

### **Liability for Charges**

While it is not likely, it is possible that Health Net may be unable to pay a Health Net provider. If this happens, the provider has contractually agreed not to seek payment from the Member.

However, this provision only applies to providers who have contracted with Health Net. You may be held liable for the cost of services or supplies received from a noncontracting provider if Health Net does not pay that provider.

This provision does not affect your obligation to pay any required Copayment or to pay for services and supplies that this Plan does not cover.

### **Prescription Drug Liability**

Health Net will not be liable for any claim or demand as a result of damages connected with the manufacturing, compounding, dispensing or use of any Prescription Drug this Plan covers.



## **Continuity of Care Upon Termination of Provider Contract**

If Health Net's contract with a Physician Group or other provider is terminated, Health Net will transfer any affected Members to another contracting Physician Group or provider and make every effort to ensure continuity of care. At least 60-days prior to termination of a contract with a Physician Group or acute care Hospital to which Members are assigned for services, Health Net will provide a written notice to affected Members. For all other hospitals that terminate their contract with Health Net, a written notice will be provided to affected Members within 5 days after the effective date of the contract termination.

In addition, a Member may request continued care from a terminated provider whose contract is terminated if at the time of termination the Member was receiving care from such a provider for:

- An Acute Condition
- A Serious Chronic Condition not to exceed twelve months from the contract termination date
- A pregnancy (including the duration of the pregnancy and immediate postpartum care)
- A newborn up to 36 months of age, not to exceed twelve months from the contract termination date
- A Terminal Illness (for the duration of the Terminal Illness)
- A surgery or other procedure that has been authorized by Health Net as part of a documented course of treatment

For definitions of Acute Condition, Serious Chronic Condition and Terminal Illness see the "Definitions" section of this Plan Contract.

Health Net may provide coverage for completion of services from a provider whose contract has been terminated, subject to applicable Copayments and any other exclusions and limitations of this Plan and if such provider is willing to accept the same contract terms applicable to the provider prior to the provider's contract termination. You must request continued care within 30 days of the provider's date of termination, unless you can show that it was not reasonably possible to make the request within 30 days of the provider's date of termination and you make the request as soon as reasonably possible.

If you would like more information on how to request continued care or request a copy of our continuity of care policy, please contact the Customer Contact Center at the telephone number on your Health Net ID card.

## **Contracting Administrators**

Health Net may designate or replace any contracting administrator that provides the covered services and supplies of this Plan. If Health Net designates or replaces any administrator and as a result procedures change, Health Net will inform you.

Any administrator designated by Health Net is an independent contractor and not an employee or agent of Health Net, unless otherwise specified in this Plan Contract.

## **Decision-Making Authority**

Health Net has discretionary authority to interpret the benefits of this Plan and to determine when services are covered by the Plan.

## **Subsection-R**

## **Government Coverage**

### **Medicare**

If Medicare has made primary payment or is obligated to do so according to federal law and Health Net has provided services, Health Net will obtain reimbursement from Medicare, any organization or person receiving payments to which Health Net is entitled.

### **Medi-Cal**

Medi-Cal is last to pay in all instances. Health Net will not attempt to obtain reimbursement from Medi-Cal.

**Veterans' Administration**

Health Net will not attempt to obtain reimbursement from the Department of Veterans' Affairs (VA) for service-connected or nonservice-connected medical care.

## MISCELLANEOUS PROVISIONS (SECTION 1000)

### Subsection-A

#### **Cash Benefits**

Health Net, in its role as a health maintenance organization, generally provides all covered services and supplies through a network of Physician Groups. Your Physician Group performs or authorizes all care and you will not have to file claims.

There is an exception when you receive covered Emergency Care or Urgently Needed Care from a provider who does not have a contract with Health Net.

When cash benefits are due, Health Net will reimburse you for the amount you paid for services or supplies, less any applicable Copayment. If you signed an assignment of benefits and the provider presents it to us, we will send the payment to the provider. You must provide proof of any amounts that you have paid.

If a parent who has custody of a child submits a claim for cash benefits on behalf of the child who is subject to a Medical Child Support Order, Health Net will send the payment to the Custodial Parent.

### Subsection-B

#### **Benefits Not Transferable**

No person other than a properly enrolled Member is entitled to receive the benefits of this Plan. Your right to benefits is not transferable to any other person or entity.

*If you use benefits fraudulently, your coverage will be canceled. Health Net has the right to take appropriate legal action.*

### Subsection-C

#### **Notice of Claim**

In most instances, you will not need to file a claim to receive benefits this Plan provides. However, if you need to file a claim (for example, for Emergency or Urgently Needed Care from a non-Health Net provider), you must do so within one year from the date you receive the services or supplies. Any claim filed more than one year from the date the expense was incurred will not be paid unless it is shown that it was not reasonably possible to file within that time limit and that you have filed as soon as was reasonably possible.

Call the Customer Contact Center at the telephone number shown on your Health Net ID Card to obtain claim forms.

If you need to file a claim for emergency services or for services authorized by your physician group or PCP with Health Net, please send a completed claim form to:

Health Net Commercial Claims  
P.O. Box 14702  
Lexington, KY 40512

If you need to file a claim for outpatient prescription drugs, please send a completed prescription drug claim form to:

Health Net  
C/O Caremark  
P.O. Box 52136

Phoenix, AZ 85072

Please call Health Net's Customer Contact Center at the telephone number shown on your Health Net ID card or visit our website at **www.healthnet.com** to obtain a prescription drug claim form.

If you need to file a claim for Emergency Mental Disorders and Chemical Dependency or for other covered Mental Disorders and Chemical Dependency Services provided upon referral by the Administrator, MHN Services, you must file the claim with MHN Services within one year after receiving those services. Any claim filed more than one year from the date the expense was incurred will not be paid unless it was shown that it was not reasonably possible to file the claim within one year, and that it was filed as soon as reasonably possible. You must use the CMS (HCFA) – 1500 form in filing the claim and you should send the claim to MHN at the address listed in the claim form or to MHN Services at:

MHN Services  
P.O. Box 14621  
Lexington, KY 40512-4621

MHN Services will give you claim forms on request. For more information regarding claims for covered Mental Disorders and Chemical Dependency Services, you may call MHN Services at **1-800-444-4281** or you may write MHN Services at the address given immediately above.

If you need to file a claim for Emergency Acupuncture Services or for other covered Acupuncture Services provided upon referral by American Specialty Health Plans of California, Inc. (ASH Plans), you must file the claim with ASH Plans within one year after receiving those services. You must use ASH Plans' forms in filing the claim and you should send the claim to ASH Plans at the address listed in the claim form or to ASH Plans at:

American Specialty Health Plans of California, Inc.  
Attention: Customer Contact Center  
P.O. Box 509002  
San Diego, CA 92150-9002

ASH Plans will give you claim forms on request. For more information regarding claims for covered Acupuncture Services, you may call ASH Plans at **1-800-678-9133** or you may write ASH Plans at the address given immediately above.

## **Health Care Plan Fraud**

Health care plan fraud is defined as a deception or misrepresentation by a provider, Member, employer or any person acting on their behalf. It is a felony that can be prosecuted. Any person who willfully and knowingly engages in an activity intended to defraud the health care plan by filing a claim that contains a false or deceptive statement is guilty of insurance fraud.

If you are concerned about any of the charges that appear on a bill or Explanation of Benefits form or if you know of or suspect any illegal activity, call Health Net's toll-free Fraud Hotline at **1-800-977-3565**. The Fraud Hotline operates 24 hours a day, seven days a week. All calls are strictly confidential.

### **Subsection-D**

## **Disruption of Care**

Circumstances beyond Health Net's control may disrupt care; for example, a natural disaster, war, riot, civil insurrection, epidemic, complete or partial destruction of facilities, atomic explosion or other release of nuclear energy, disability of significant Physician Group personnel or a similar event.

If circumstances beyond Health Net's control result in your not being able to obtain the Medically Necessary covered services or supplies of this Plan, Health Net will make a good faith effort to provide or arrange for those services or supplies within the remaining availability of its facilities or personnel. In the case of an Emergency, go

to the nearest doctor or Hospital. See the "Emergency and Urgently Needed Care" section under "Introduction to Health Net," Section 300.

#### Subsection-E

### **Transfer of Medical Records**

A health care provider may charge a reasonable fee for the preparation, copying, postage or delivery costs for the transfer of your medical records. Any fees associated with the transfer of medical records are the Member's responsibility. State law limits the fee that the providers can charge for copying records to be no more than twenty-five cents (\$0.25) per page, or fifty cents (\$0.50) per page for records that are copied from microfilm and any additional reasonable clerical costs incurred in making the records available. There may be additional costs for copies of x-rays or other diagnostic imaging materials.

#### Subsection-F

### **Confidentiality of Medical Records**

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

#### Subsection-G

### **Notice Of Privacy Practices**

**THIS NOTICE DESCRIBES HOW PROTECTED HEALTH INFORMATION AND NONPUBLIC PERSONAL FINANCIAL INFORMATION\* ABOUT YOU MAY BE USED AND DISCLOSED. THIS NOTICE ALSO DESCRIBES HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

This Notice tells you about the ways in which Health Net or the Administrator (referred to as "we" or "the Plan") may collect, use and disclose your protected health information and your rights concerning your protected health information. "Protected health information" is information about you, including demographic information, that can reasonably be used to identify you and that relates to your past, present or future physical or mental health or condition, the provision of health care to you or the payment for that care.

We are required by federal and state laws to provide you with this Notice about your rights and our legal duties and privacy practices with respect to your protected health information. We must follow the terms of this Notice while it is in effect. Some of the uses and disclosures described in this Notice may be limited in certain cases by applicable state laws that are more stringent than the federal standards.

### **How We May Use And Disclose Your Protected Health Information**

We may use and disclose your protected health information for different purposes. The examples below are provided to illustrate the types of uses and disclosures we may make without your authorization for payment, health care operations and treatment.

- **Payment.** We use and disclose your protected health information in order to pay for your covered health coverage or expenses. For example, we may use your protected health information to process claims to be reimbursed by another insurer that may be responsible for payment or for premium billing.
- **Health Care Operations.** We use and disclose your protected health information in order to perform our plan activities, such as quality assessment activities or administrative activities, including data management or customer service.
- **Treatment.** We may use and disclose your protected health information to assist your health care providers (doctors, pharmacies, Hospitals and others) in your diagnosis and treatment. For example, we may disclose your protected health information to providers to provide information about alternative treatments.
- **Plan Sponsor.** If you are enrolled through a group health plan, we may provide non-identifiable summaries of claims and expenses for enrollees in a group health plan to the plan sponsor, which is usually the Group. If the plan sponsor provides plan administration services, we may also provide access to identifiable health in-

formation to support its performance of such services which may include but are not limited to claims audits or customer services functions. Health Net will only share health information upon a certification from the plan sponsor representing there are restrictions in place to ensure that only plan sponsor employees with legitimate need to know will have access to health information in order to provide plan administration functions.

We may also disclose protected health information to a person, such as a family member, relative, or close personal friend, who's involved with your care or payment. We may disclose the relevant protected health information to these persons if you do not object or we can reasonably infer from the circumstances that you do not object to the disclosure; however, when you are not present or are incapacitated, we can make the disclosure if, in the exercise of professional judgment, we believe the disclosure is in your best interest.

## Other Permitted Or Required Disclosures

- **As Required by Law.** We must disclose protected health information about you when required to do so by law.
- **Public Health Activities.** We may disclose protected health information to public health agencies for reasons such as preventing or controlling disease, injury or disability.
- **Victims of Abuse, Neglect or Domestic Violence.** We may disclose protected health information to government agencies about abuse, neglect or domestic violence.
- **Health Oversight Activities.** We may disclose protected health information to government oversight agencies (e.g. California Department of Health Services) for activities authorized by law.
- **Judicial and Administrative Proceedings.** We may disclose protected health information in response to a court or administrative order. We may also disclose protected health information about you in certain cases in response to a subpoena, discovery request or other lawful process.
- **Law Enforcement.** We may disclose protected health information under limited circumstances to a law enforcement official in response to a warrant or similar process; to identify or locate a suspect; or to provide information about the victim of a crime.
- **Coroners, Funeral Directors, Organ Donation.** We may release protected health information to coroners or funeral directors as necessary to allow them to carry out their duties. We may also disclose protected health information in connection with organ or tissue donation.
- **Research.** Under certain circumstances, we may disclose protected health information about you for research purposes, provided certain measures have been taken to protect your privacy.
- **To Avert a Serious Threat to Health or Safety.** We may disclose protected health information about you, with some limitations, when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person.
- **Special Government Functions.** We may disclose information as required by military authorities or to authorized federal officials for national security and intelligence activities.
- **Workers' Compensation.** We may disclose protected health information to the extent necessary to comply with state law for workers' compensation programs.

## Other Uses Or Disclosures With An Authorization

Other uses or disclosures of your protected health information will be made only with your written authorization, unless otherwise permitted or required by law. You may revoke an authorization at any time in writing, except to the extent that we have already taken action on the information disclosed or if we are permitted by law to use the information to contest a claim or coverage under the Plan.

## Your Rights Regarding Your Protected Health Information

You have certain rights regarding protected health information that the Plan maintains about you.

- **Right To Access Your Protected Health Information.** You have the right to review or obtain copies of your protected health information records, with some limited exceptions. Usually the records include enrollment, billing, claims payment and case or medical management records. Your request to review and/or obtain a copy of your protected health information records must be made in writing. We may charge a fee for the costs of producing, copying and mailing your requested information, but we will tell you the cost in advance.

- **Right To Amend Your Protected Health Information.** If you feel that protected health information maintained by the Plan is incorrect or incomplete, you may request that we amend the information. Your request must be made in writing and must include the reason you are seeking a change. We may deny your request if, for example, you ask us to amend information that was not created by the Plan, as is often the case for health information in our records or you ask to amend a record that is already accurate and complete.
- If we deny your request to amend, we will notify you in writing. You then have the right to submit to us a written statement of disagreement with our decision and we have the right to rebut that statement.
- **Right to an Accounting of Disclosures by the Plan.** You have the right to request an accounting of disclosures we have made of your protected health information. The list will not include our disclosures related to your treatment, our payment or health care operations or disclosures made to you or with your authorization. The list may also exclude certain other disclosures, such as for national security purposes.
- Your request for an accounting of disclosures must be made in writing and must state a time period for which you want an accounting. This time period may not be longer than six years and may not include dates before April 14, 2003. Your request should indicate in what form you want the list (for example, on paper or electronically). The first accounting that you request within a 12-month period will be free. For additional lists within the same time period, we may charge for providing the accounting, but we will tell you the cost in advance.
- **Right To Request Restrictions on the Use and Disclosure of Your Protected Health Information.** You have the right to request that we restrict or limit how we use or disclose your protected health information for treatment, payment or health care operations. ***We may not agree to your request.*** If we do agree, we will comply with your request unless the information is needed for an emergency. Your request for a restriction must be made in writing. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit how we use or disclose your information or both; and (3) to whom you want the restrictions to apply.
- **Right To Receive Confidential Communications.** You have the right to request that we use a certain method to communicate with you about the Plan or that we send Plan information to a certain location if the communication could endanger you. Your request to receive confidential communications must be made in writing. Your request must clearly state that all or part of the communication from us could endanger you. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.
- **Right to a Paper Copy of This Notice.** You have a right at any time to request a paper copy of this Notice, even if you had previously agreed to receive an electronic copy.
- **Contact Information for Exercising Your Rights.** You may exercise any of the rights described above by contacting our privacy office. See the end of this Notice for the contact information.

## Health Information Security

Health Net requires its employees to follow the Health Net security policies and procedures that limit access to health information about Members to those employees who need it to perform their job responsibilities. In addition, Health Net maintains physical, administrative and technical security measures to safeguard your protected health information.

## Changes To This Notice

We reserve the right to change the terms of this Notice at any time, effective for protected health information that we already have about you as well as any information that we receive in the future. We will provide you with a copy of the new Notice whenever we make a material change to the privacy practices described in this Notice. We also post a copy of our current Notice on our website at [www.healthnet.com](http://www.healthnet.com). Any time we make a material change to this Notice, we will promptly revise and issue the new Notice with the new effective date.

## Complaints

If you believe that your privacy rights have been violated, you may file a complaint with us and/or with the Secretary of the Department of Health and Human Services. All complaints to the Plan must be made in writing and sent to the privacy office listed at the end of this Notice.

We support your right to protect the privacy of your protected health information. ***We will not retaliate against you or penalize you for filing a complaint.***

## Contact The Plan

If you have any complaints or questions about this Notice or you want to submit a written request to the Plan as required in any of the previous sections of this Notice, you may send it in writing to:

Address: **Health Net Privacy Office**  
**Attention: Director, Information Privacy**  
**P.O. Box 9103**  
**Van Nuys, CA 91409**

You may also contact us at:

Telephone: **1-800-839-2172**  
Fax: **1-818-676-8314**  
Email: **Privacy@health.net**

*\* Nonpublic personal financial information includes personally identifiable financial information that you provided to us to obtain health plan coverage or we obtained in providing benefits to you. Examples include Social Security numbers, account balances and payment history. We do not disclose any nonpublic personal information about you to anyone, except as permitted by law.*



## DEFINITIONS (SECTION 1100)

This section defines words that will help you understand your Plan. These words appear throughout this Plan Contract with the initial letter of the word in capital letters.

**Acupuncture Services** are services rendered or made available to a Member by an acupuncturist for treatment or diagnosis of an injury, illness or condition, if determined by ASH Plan to be Medically Necessary for the treatment of that condition.

**Acute Condition** is a medical condition that involves a sudden onset of symptoms due to an illness, injury or other medical problem that requires prompt medical attention and that has a limited duration. Completion of covered services shall be provided for the duration of the acute condition.

**Administrator** is an affiliate behavioral health services administrator which contracts with Health Net to administer delivery of Mental Disorder and Chemical Dependency services through a network of Participating Mental Health Practitioners and Participating Mental Health Facilities. Health Net has contracted with MHN Services to be the Administrator.

**American Specialty Health Plans of California, Inc. (ASH Plans)** is a specialized health care service plan contracting with Health Net to arrange the delivery of Acupuncture Services through a network of Contracted Acupuncturists.

**Bariatric Surgery Performance Center** is a provider in Health Net's designated network of California bariatric surgical centers and surgeons that perform weight loss surgery.

**Brand Name Drug** is a Prescription Drug or medicine that has been registered under a brand or trade name by its manufacturer and is advertised and sold under that name and indicated as a brand in the Medi-Span or similar third party national Database used by Health Net.

**Calendar Year** is the twelve-month period that begins at 12:01 a.m. Pacific Time on January 1 of each year.

**Chemical Dependency** is alcoholism, drug addiction or other chemical dependency problems.

**Chemical Dependency Care Facility** is a Hospital, residential treatment center, structured outpatient program, day treatment or partial hospitalization program or other mental health care facility that is state-licensed to provide Chemical Dependency detoxification services or rehabilitation services.

**Contracted Acupuncturist** means an acupuncturist who is duly licensed to practice acupuncture in California and who has entered into an agreement with American Specialty Health Plans of California, Inc. (ASH Plans) to provide covered Acupuncture services to Members.

**Copayment** is a fee charged to you for covered services when you receive them and can either be a fixed dollar amount or a percentage of Health Net's cost for the service or supply, agreed to in advance by Health Net and the contracted provider. The fixed dollar Copayment is due and payable to the provider of care at the time the service is received. The percentage Copayment is usually billed after the service is received. The Copayment for each covered service is shown in "Schedule of Benefits and Copayments," Section 400.

**Corrective Footwear** includes specialized shoes, arch supports and inserts and is custom made for Members who suffer from foot disfigurement. Foot disfigurement includes, but is not limited to, disfigurement from cerebral palsy, arthritis, polio, spina bifida, diabetes, and foot disfigurement caused by accident or developmental disability.

**Covered Expenses/Services** are Medically necessary medical, surgical, hospital and other services and supplies rendered by participating providers and emergency care and supplies provided by non-participating providers, which are specified as being covered in the Plan Contract.

**Custodial Care** is care that is

s rendered to a patient to assist in support of the essentials of daily living such as help in walking, getting in and out of bed, bathing, dressing, feeding, preparation of special diets and supervision of medications which are ordinarily self-administered and which patient:

- Is disabled mentally or physically and such disability is expected to continue and be prolonged;
- Requires a protected, monitored or controlled environment whether in an institution or in the home; and
- Is not under active and specific medical, surgical or psychiatric treatment that will reduce the disability to the extent necessary to enable the patient to function outside the protected, monitored or controlled environment.

**Deductible** is a set amount you pay each calendar year for specified covered expenses before Health Net pays any benefits for those covered expenses in that calendar year. Refer to the "Schedule of Benefits and Copayments," Section 400, for the services that are subject to Deductibles and the Deductible amounts.

**Dependent** includes:

- The Subscriber's lawful spouse, as defined by California law. (The term "spouse" also includes the Subscriber's Domestic Partner when the domestic partnership meets all Domestic Partner requirements under California law as defined below.)
- The children of the Subscriber or his or her spouse (including legally adopted children, stepchildren and children for whom the Subscriber is a court-appointed guardian).

**Domestic Partner** is, for the purposes of this Plan Contract and Evidence of Coverage, the Subscriber's same-sex spouse if the Subscriber and spouse are a couple who meet all of the requirements of Section 308(c) of the California Family Code, or the Subscriber's registered domestic partner who meets all the requirements of Section 297 or 299.2 of the California Family Code.

### **Durable Medical Equipment**

- Serves a medical purpose (its reason for existing is to fulfill a medical need, it is not for convenience and/or comfort and it is not useful to anyone in the absence of illness or injury).
- Fulfills basic medical needs, as opposed to satisfying personal preferences regarding style and range of capabilities.
- Withstands repeated use.
- Is appropriate for use in a home setting.

**Effective Date** is the date that you become covered or entitled to receive the benefits this Plan provides.

**Emergency Acupuncture Services** are covered services that are Acupuncture Services provided for the sudden and unexpected onset of an injury or condition affecting the neuromusculo-skeletal system, or causing Pain or Nausea which manifests itself by acute symptoms or sufficient severity such that a reasonable layperson with no special knowledge of health or medicine or acupuncture, could reasonably expect that a delay of immediate attention could result in (1) placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily functions; (3) serious dysfunction of any bodily organ or part; or (4) decreasing the likelihood of maximum recovery. ASH Plans shall determine whether Acupuncture Services constitute Emergency Acupuncture Services. ASH Plans' determination shall be subject to ASH Plans' grievance procedures and the Department of Managed Health Care's independent medical review process.

**Emergency Care** is any otherwise covered service for an acute illness, a new injury or an unforeseen deterioration or complication of an existing illness, injury or condition already known to the person or, if a minor, to the minor's parent or guardian that a reasonable person with an average knowledge of health and medicine (a prudent layperson) would seek if he or she was having serious symptoms and believed that without immediate treatment, any of the following would occur:

- His or her health would be put in serious danger (and in the case of a pregnant woman, would put the health of her unborn child in serious danger)
- His or her bodily functions, organs or parts would become seriously damaged

- His or her bodily organs or parts would seriously malfunction

Emergency Care includes air and ground ambulance and ambulance transport services provided through the "911" emergency response system.

Emergency Care also includes treatment of severe pain or active labor. Active labor means labor at the time that either of the following would occur:

- There is inadequate time to effect safe transfer to another Hospital prior to delivery; or
- A transfer poses a threat to the health and safety of the Member or unborn child.

Emergency Care will also include additional screening, examination and evaluation by a Physician (or other personnel to the extent permitted by applicable law and within the scope of his or her license and privileges) to determine if a Psychiatric Emergency Medical Condition exists and the care and treatment necessary to relieve or eliminate the Psychiatric Emergency Medical Condition within the capability of the facility or by transferring the Member to a psychiatric unit within a general acute hospital or to an acute psychiatric hospital as Medically Necessary.

Health Net will make any final decisions about Emergency Care. See "Independent Medical Review of Grievances Involving a Disputed Health Care Service" under "General Provisions" for the procedure to request Independent Medical Review of a Plan denial of coverage for Emergency Care.

**Essential Health Benefits** are a set of health care service categories (as defined by the Affordable Care Act) that must be covered by all health benefits plans starting in 2014. Categories include: ambulatory patient services, emergency services, hospitalization, maternity and newborn care, mental health and substance use disorder services, including behavioral health treatment, prescription drugs, rehabilitative and habilitative services and devices, laboratory services, preventive and wellness services and chronic disease management, and pediatric services, including dental and vision care.

**Experimental** is any procedure, treatment, therapy, drug, biological product, equipment, device or supply which Health Net has not determined to have been demonstrated as safe, effective or medically appropriate and which the United States Food and Drug Administration (FDA) or Department of Health and Human Services (HHS) has determined to be Experimental or Investigational or is the subject of a clinical trial.

Please refer to "Independent Medical Review of Investigational or Experimental Therapies," "General Provisions," Section 900, as well as the "Medical Services and Supplies" portion of the "Covered Services and Supplies" section for additional information.

With regard to Acupuncture Services, "Experimental" services are acupuncture care that is an unproven acupuncture service that does not meet professionally recognized, valid, evidence-based standards of practice.

**EyeMed Vision Care, LLC**, a contracted vision services provider panel, provides and administers the vision services benefits through a network of dispensing opticians and optometric laboratories.

**Family Members** are dependents of the Subscriber, who meet the eligibility requirements for coverage under this Plan and have been enrolled by the Subscriber.

**Follow-Up Care** is the care provided after Emergency Care or Urgently Needed Care when the Member's condition, illness or injury has been stabilized and no longer requires Emergency Care or Urgently Needed Care.

**Generic Drug** is the pharmaceutical equivalent of a Brand Name Drug whose patent has expired and is available from multiple manufacturers as set out in the Medi-Span or similar third party database used by Health Net. The Food and Drug Administration must approve the Generic Drug as meeting the same standards of safety, purity, strength and effectiveness as the Brand Name Drug.

**Health Care Services (including behavioral health care services)** are those services that can only be provided by an individual licensed as a health care provider by the state of California to perform the services, acting within the scope of his/her license or as otherwise authorized under California law.

**Health Net of California, Inc. (herein referred to as Health Net)** is a federally qualified health maintenance organization (HMO) and a California licensed health care service plan.

**Health Net Service Area** is the geographic area in California where Health Net has been authorized by the California Department of Managed Health Care to contract with providers, market products, enroll Members and provide benefits through approved Individual health plans. A listing of the participating Primary Care Physicians in the Health Net Service Area are available on the Health Net website at [www.healthnet.com](http://www.healthnet.com). You can also call the Customer Contact Center at the number shown on your Health Net I.D. Card to request provider information.

**Health Net Essential Rx Drug List** is a list of the Prescription Drugs that are covered by this Plan. It is prepared and updated by Health Net and distributed to Members, Member Physicians and Participating Pharmacies and posted on the Health Net website at [www.healthnet.com](http://www.healthnet.com). Some Drugs in the Essential Rx Drug List require Prior Authorization from Health Net in order to be covered.

**Home Health Care Agency** is an organization licensed by the state of California and certified as a Medicare participating provider or accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO).

**Home Health Care Services** are services, including skilled nursing services, provided by a licensed Home Health Care Agency to a Member in his or her place of residence that is prescribed by the Member's attending physician as part of a written plan. Home Health Care Services are covered if the Member is homebound, under the care of a contracting physician, and requires Medically Necessary skilled nursing services, physical, speech, occupational therapy, or respiratory therapy or medical social services. Only Intermittent Skilled Nursing Services, (not to exceed 4 hours a day), are covered benefits under this plan. Private Duty Nursing or shift care (including any portion of shift care services) is not covered under this plan. See also "Intermittent Skilled Nursing Services" and "Private Duty Nursing."

**Home Infusion Therapy** is infusion therapy that involves the administration of medications, nutrients, or other solutions through intravenous, subcutaneously by pump, enterally or epidural route (into the bloodstream, under the skin, into the digestive system, or into the membranes surrounding the spinal cord) to a patient who can be safely treated at home. Home Infusion Therapy always originates with a prescription from a qualified physician who oversees patient care and is designed to achieve physician-defined therapeutic end points.

**Hospice** is a facility or program that provides a caring environment for meeting the physical and emotional needs of the terminally ill. The Hospice and its employees must be licensed according to applicable state and local laws and certified by Medicare.

**Hospital** is a legally operated facility licensed by the state as an acute care Hospital and approved either by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) or by Medicare.

**Intermittent Skilled Nursing Services** are services requiring the skilled services of a registered nurse or LVN, which do not exceed 4 hours in every 24 hours.

**Investigational** approaches to treatment are those that have progressed to limited use on humans but are not widely accepted as proven and effective procedures within the organized medical community. Health Net will decide whether a service or supply is Investigational.

With regard to Acupuncture Services, "Investigational" services are acupuncture care that is investigatory.

**Tier I Drugs** are Prescription Drugs listed in the Health Net Essential Rx Drug List that are primarily Generic Drugs and are not excluded or limited from coverage.

**Tier II Drugs** are Prescription Drugs listed in the Health Net Essential Rx Drug List that are primarily Brand Name Drugs and are not excluded or limited from coverage.

**Tier III Drugs** are Prescription Drugs that are not listed in the Health Net Essential Rx Drug List (previously known as the formulary) or listed as Tier III Drugs in the Essential Rx Drug List and are not excluded or limited from coverage. Some Tier III Drugs require Prior Authorization from Health Net in order to be covered.

**Maintenance Drugs** are Prescription Drugs taken continuously to manage chronic or long term conditions where Members respond positively to a drug treatment plan with a specific medication at a constant dosage requirement.

**Medical Child Support Order** is a court judgment or order that, according to state or federal law, requires employer health plans that are affected by that law to provide coverage to your child or children who are the subject of such an order. Health Net will honor such orders.

**Medically Necessary (or Medical Necessity)** means health care services that a Physician, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are:

1. In accordance with generally accepted standards of medical practice;
2. Clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's illness, injury or disease; and
3. Not primarily for the convenience of the patient, Physician, or other health care provider, and not more costly than an alternative service or sequence of services at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of that patient's illness, injury or disease.

For these purposes, "generally accepted standards of medical practice" means standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community, Physician Specialty Society recommendations, the views of Physicians practicing in relevant clinical areas and any other relevant factors.

With regard to Acupuncture Services, "Medically Necessary" services are Acupuncture Services which are necessary, appropriate, safe, effective and rendered in accordance with professionally recognized, valid, evidence-based standards of practice.

**Medicare** is the Health Insurance Benefits for the Aged and Disabled Act, cited in Public Law 89-97, as amended.

**Member** is the Subscriber or an enrolled family member.

**Member Physician** is a Physician who practices medicine as an associate of a Physician Group.

**Mental Disorders** are nervous or mental conditions that meet all of the following criteria:

- It is a clinically significant behavioral or psychological syndrome or pattern;
- It is associated with a painful symptom, such as distress;
- It impairs a patient's ability to function in one or more major life activities; or
- It is a condition listed in the DSM IV (excluding V Codes) by the American Psychiatric Association.

**Neuromusculoskeletal Disorder** are conditions with associated signs and symptoms related to the nervous, muscular and/or skeletal systems. Neuromusculoskeletal Disorders are conditions typically categorized as structural, degenerative or inflammatory disorders, biomechanical dysfunction of the joints or of the body and/or related components of the motor unit (muscles, tendons, fascia, nerves, ligaments/capsules, discs and synovial structures) and related neurological manifestation or conditions.

**Nonparticipating Pharmacy** is a pharmacy that does not have an agreement with Health Net to provide Prescription Drugs to Members.

**Nurse Practitioner (NP)** is a registered nurse certified as a Nurse Practitioner by the California Board of Registered Nursing. The NP, through consultation and collaboration with Physicians and other health providers, may provide and make decisions about, health care.

**Orthotics** (such as bracing, supports and casts) are rigid or semi-rigid devices that are externally affixed to the body and designed to be used as a support or brace to assist the Member with the following:

- To restore function; or
- To support, align, prevent, or correct a defect or function of an injured or diseased body part; or
- To improve natural function; or
- To restrict motion.

**Out-of-Pocket Maximum** is the maximum amount of Copayments you must pay for Covered Services for each calendar year. It is your responsibility to inform Health Net when you have satisfied the Out-of-Pocket Maximum, so it is important to keep all receipts for Copayments that were actually paid.

**Outpatient Surgical Center** is a facility other than a medical or dental office, whose main function is performing surgical procedures on an outpatient basis. It must be licensed as an outpatient clinic according to state and local laws and must meet all requirements of an outpatient clinic providing surgical services.

**Pain** means a sensation of hurting or strong discomfort in some part of the body caused by an injury, illness, disease, functional disorder or condition. Pain includes low back Pain, post-operative Pain and post-operative dental Pain.

**Participating Behavioral Health Facility** is a Hospital, residential treatment center, structured outpatient program, day treatment, partial hospitalization program or other mental health care facility that has signed a service contract with Health Net, to provide Mental Disorder and Chemical Dependency benefits.

This facility must be licensed by the state of California to provide acute or intensive psychiatric care, detoxification services or Chemical Dependency rehabilitation services.

**Participating Mental Health Professional** is a Physician or other professional who is licensed, certified or otherwise authorized by the state of California to provide mental Health Care Services. The Participating Mental Health Professional must have a service contract with Health Net to provide Mental Disorder and Chemical Dependency services. See also "Qualified Autism Service Provider" below in this "Definitions" section.

**Participating Pharmacy** is a licensed pharmacy that has a contract with Health Net to provide Prescription Drugs to Members of this Plan.

**Participating Vision Provider** is an optometrist, ophthalmologist or optician licensed to provide Covered Services and who or which, at the time care is rendered to a Member, has a contract in effect with Health Net to furnish care to Members. The names of Participating Vision Providers are set forth in Health Net's Participating Vision Provider Directory. The names of Participating Vision Providers and their locations and hours of practice may also be obtained by contacting Health Net's Customer Contact Center.

**Physician** is a doctor of medicine (M.D.) or a doctor of osteopathy (D.O.) who is licensed to practice medicine or osteopathy where the care is provided.

**Physician Assistant** is a health care professional certified by the state as a Physician Assistant and authorized to provide medical care when supervised by a Physician.

**Physician Group** is the Health Net contracting medical group the individual Member selected as the source of all covered medical care. They are sometimes referred to as a "contracting Physician Group" or "Participating Physician Group (PPG)." Another common term is "a medical group." An individual practice association may also be a Physician Group.

**Plan** is the health benefits purchased by you and described in this Plan Contract.

**Plan Contract** is the booklet that Health Net has issued to the enrolled Subscriber, describing the coverage to which you are entitled.

**Prescription Drug** is a drug or medicine that can be obtained only by a Prescription Drug Order. All Prescription Drugs are required to be labeled "Caution, Federal Law Prohibits Dispensing Without a Prescription." An exception is insulin and other diabetic supplies, which are considered to be a covered Prescription Drug.

**Prescription Drug Order** is a written or verbal order or refill notice for a specific drug, strength and dosage form (such as a tablet, liquid, syrup or capsule) issued by a Member Physician.

**Preventive Care Services** are services and supplies that are covered under the "Preventive Care Services" heading as shown in "Schedule of Benefits and Copayments," Section 400, and "Covered Services and Supplies," Section 700. These services and supplies are provided to individuals who do not have the symptom of disease or illness, and generally do one or more of the following:

- maintain good health
- prevent or lower the risk of diseases or illnesses

- detect disease or illness in early stages before symptoms develop
- Monitor the physical and mental development in children

**Primary Care Physician** is a Member Physician who coordinates and controls the delivery of covered services and supplies to the Member. Primary Care Physicians include general and family practitioners, internists, pediatricians and obstetricians/gynecologists. Under certain circumstances, a clinic that is staffed by these health care Specialists must be designated as the Primary Care Physician. You must visit your Primary Care Physician for the lowest office visit Copayment.

**Prior Authorization** is Health Net's approval process for certain Tier I, Tier II or Tier III drugs. Member Physicians must obtain Health Net's Prior Authorization before certain Tier I, Tier II or Tier III drugs will be covered.

**Private Duty Nursing** means continuous nursing services provided by a licensed nurse (RN, LVN or LPN) for a patient who requires more care than is normally available during a home health care visit or is normally and routinely provided by the nursing staff of a hospital or skilled nursing facility. Private Duty Nursing includes nursing services (including intermittent services separated in time, such as 2 hours in the morning and 2 hours in the evening) that exceeds a total of four hours in any 24-hour period. Private Duty Nursing may be provided in an inpatient or outpatient setting, or in a non-institutional setting, such as at home or at school. Private Duty Nursing may also be referred to as "shift care and includes any portion of shift care services."

**Professional Vision Services** include examination, material selection, fitting of eyeglasses or contact lenses, related adjustments, instructions, etc.

**Psychiatric Emergency Medical Condition** means a mental disorder that manifests itself by acute symptoms of sufficient severity that it renders the patient as being either of the following:

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

**Qualified Autism Service Provider** means either of the following: (1) A person, entity, or group that is certified by a national entity, such as the Behavior Analyst Certification Board, that is accredited by the National Commission for Certifying Agencies, and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the person, entity, or group that is nationally certified. (2) A person licensed as a physician and surgeon, physical therapist, occupational therapist, psychologist, marriage and family therapist, educational psychologist, clinical social worker, professional clinical counselor, speech-language pathologist, or audiologist and who designs, supervises, or provides treatment for pervasive developmental disorder or autism, provided the services are within the experience and competence of the licensee.

Qualified Autism Service Providers employ and supervise qualified autism service professionals and paraprofessionals who provide behavioral health treatment and implement services for pervasive developmental disorder or autism pursuant to the treatment plan developed and approved by the Qualified Autism Service Provider.

- A qualified autism service professional is a behavioral service provider that has training and experience in providing services for pervasive developmental disorder or autism and is approved as a vendor by a California regional center to provide services as an Associate Behavior Analyst, Behavior Analyst, Behavior Management Assistant, Behavior Management Consultant, or Behavior Management Program as defined in Section 54342 of Title 17 of the California Code of Regulations.
- A qualified autism service paraprofessional is an unlicensed and uncertified individual who has adequate education, training, and experience as certified by the Qualified Autism Service Provider, and who meets the criteria set forth in the regulations adopted pursuant to Section 4686.3 of the Welfare and Institutions Code.

**Essential Rx Drug List** is a list of the Prescription Drugs that are covered by this Plan. It is prepared and updated by Health Net and distributed to Members, Member Physicians and Participating Pharmacies and posted on the Health Net website at [www.healthnet.com](http://www.healthnet.com). Some Drugs in the Essential Rx Drug List require Prior Authorization from Health Net in order to be covered.

**Residential Treatment Center** is a twenty-four hour, structured and supervised group living environment for children, adolescents or adults where psychiatric, medical and psychosocial evaluation can take place, and distinct and individualized psychotherapeutic interventions can be offered to improve their level of functioning in

the community. Health Net requires that all contracted Residential Treatment Centers must be appropriately licensed by their state in order to provide residential treatment services.

**Serious Chronic Condition** is a medical condition due to a disease, illness or other medical problem or medical disorder that is serious in nature and that persists without full cure or worsens over an extended period of time or requires ongoing treatment to maintain remission or prevent deterioration.

**Serious Emotional Disturbances of a Child** is when a child under the age of 18 has one or more mental disorders identified in the most recent edition of the *Diagnostic and Statistical Manual of Mental Disorders*, as amended to date, other than a primary substance use disorder or a developmental disorder, that result in behavior inappropriate to the child's age according to expected developmental norms. In addition, the child must meet one or more of the following: (a) as a result of the mental disorder the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships or ability to function in the community; and either (i) the child is at risk of removal from home or has already been removed from the home or (ii) the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year; (b) the child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; and/or (c) the child meets special education eligibility requirements under Chapter 26.5 (commencing with Section 7570) of Division 7 of Title 1 of the Government Code.

**Severe Mental Illness** include schizophrenia, schizoaffective disorder, bipolar disorder (manic-depressive illness), major depressive disorders, panic disorder, obsessive-compulsive disorders, pervasive developmental disorder (including Autistic Disorder, Rett's Disorder, Childhood Disintegrative Disorder, Asperger's Disorder and Pervasive Developmental Disorder not otherwise specified to include Atypical Autism, in accordance with the most recent edition of the *Diagnostic and Statistical Manual for Mental Disorders*, as amended to date), autism, anorexia nervosa and bulimia nervosa.

**Skilled Nursing Facility** is an institution that is licensed by the appropriate state and local authorities to provide skilled nursing services. In addition, Medicare must approve the facility as a participating Skilled Nursing Facility.

**Special Care Units** are special areas of a Hospital which have highly skilled personnel and special equipment for the care of inpatients with Acute Conditions that require constant treatment and monitoring including, but not limited to, an intensive care, cardiac intensive care, and cardiac surgery intensive care unit, and a neonatal intensive or intermediate care newborn nursery.

**Specialist** is a Member Physician who delivers specialized services and supplies to the Member. Any Physician other than a obstetrician/gynecologist acting as a Primary Care Physician, general or family practitioner, internist or pediatrician is considered a Specialist. With the exception of well-woman visits to an obstetrician/gynecologist, all Specialist visits must be referred by your Primary Care Physician to be covered.

**Specialty Drugs** are identified in the Health Net Essential Rx Drug List because they have at least one of the following features:

- Treatment of a chronic or complex disease
- Require high level of patient monitoring, or support
- Require specialty handling, administration, unique inventory storage, management and/or distribution
- Require specialized patient training

Specialty Drugs may be given orally, topically, by inhalation, or by self-injection (either subcutaneously or intramuscularly). A list of Specialty Drugs can be found in the Health Net Essential Rx Drug List on our website at [healthnet.com](http://healthnet.com) or by calling the Customer Contact Center telephone number listed on your Health Net ID card.

**Subscriber** is the person enrolled under this Plan Contract who is responsible for payment of premiums to Health Net and whose status is the basis for family member eligibility under this Plan Contract.

**Terminal Illness** is an incurable or irreversible condition that has a high probability of causing death within one year or less. Completion of covered services shall be provided for the duration of a terminal illness.



**Transplant Performance Center** is a provider in Health Net's designated network in California for solid organ, tissue and stem cell transplants and transplant-related services, including evaluation and follow-up care. For purposes of determining coverage for transplants and transplant-related services, Health Net's network of Transplant Performance Centers includes any providers in Health Net's designated supplemental resource network.

**Urgently Needed Care** is any otherwise covered medical service that a reasonable person with an average knowledge of health and medicine would seek for treatment of an injury, unexpected illness or complication of an existing condition, including pregnancy, to prevent the serious deterioration of his or her health, but which does not qualify as Emergency Care, as defined in this section. This may include services for which a person should reasonably have known an emergency did not exist.

## NOTICE OF LANGUAGE SERVICES

No Cost Language Services. You can get an interpreter. You can get documents read to you and some sent to you in your language. For help, call us at the number listed on your ID card or Individual and Family members please call 800-839-2172. Employer group members please call 800-522-0088. Healthy Families members please call 888-231-9473.

English

Servicios de Idiomas Sin Costo. Usted puede solicitar un intérprete. Puede solicitar que una persona le lea los documentos y que algunos se envíen en su idioma. Para obtener ayuda, llámenos al número que aparece en su tarjeta de identificación, o si es afiliado Individual o Familiar llame al 800-839-2172. Los afiliados del grupo de empleadores deben llamar al 800-522-0088. Los afiliados de Healthy Families deben llamar al 888-231-9473.

Spanish

免費語言服務。您可以取得口譯員服務。我們可以把文件朗讀給您聽，部分文件可以翻譯成您的語言並寄送給您。如需協助，請撥您會員卡上所列的電話號碼，個人與家庭計畫會員請撥 800-839-2172。

僱主團體會員請撥 800-522-0088。健康家庭計畫會員請撥 888-231-9473。

Chinese

Dịch Vụ Trợ Giúp Ngôn Ngữ Miễn Phí. Quý vị có thể được thông dịch viên trợ giúp và được đọc giúp các tài liệu bằng tiếng Việt. Để được giúp đỡ, xin gọi chúng tôi tại số điện thoại ghi trên thẻ hội viên của quý vị hoặc các hội viên diện Cá Nhân hoặc Gia Đình xin gọi số 800-839-2172. Các hội viên tham gia chương trình bảo hiểm theo nhóm của hãng sở xin gọi số 800-522-0088. Các hội viên Healthy Families xin gọi số 888-231-9473.

Vietnamese

무료 언어 지원 서비스. 무료 통역사 서비스 및 여러분에게 편한 언어로 서류 낭독 서비스를 받을 수 있습니다. 도움이 필요하신 경우, 본인 ID 카드 상의 안내번호로 전화해 주시거나, 개인 및 가족 회원께서는 800-839-2172번으로 전화해 주십시오. 고용주 그룹 회원께서는 800-522-0088번으로 전화해 주십시오. Healthy Families 회원께서는 안내번호 888-231-9473번을 이용하십시오.

Korean

Walang Gastos na mga Serbisyo sa Wika. Makakakuha ka ng interpreter o tagasalin at maipababasa mo sa Tagalog ang mga dokumento. Para sa tulong, tawagan kami sa numerong nakalista sa iyong ID card o para sa Individual at Family members, mangyaring tumawag sa 800-839-2172. Para sa employer group members, mangyaring tumawag sa 800-522-0088. Para sa Healthy Families members, mangyaring tumawag sa 888-231-9473.

Tagalog

Անվճար Լեզվական Ծառայություններ: Դուք կարող եք թարգման ձեռք բերել և փաստաթղթերը ընթերցել տալ ձեզ համար ձեր լեզվով: Օգնության համար մեզ զանգահարեք ձեր ինքնության (ID) տոմսի վրա նշված համարով, կամ եթե Անհատական և Հետադարձ անդամ եք, խնդրում ենք զանգահարել 800-839-2172 համարով: Գործատիրոջ Խմբի անդամներից խնդրվում է զանգահարել 800-522-0088 համարով: Healthy Families-ի անդամներից խնդրվում է զանգահարել 888-231-9473 համարով:

Armenian

Бесплатные услуги перевода. Вы можете воспользоваться услугами переводчика, и вам могут прочесть документы на вашем языке. Если вам требуется помощь, звоните нам по номеру, указанному на вашей идентификационной карте. Участники планов индивидуального или семейного страхования могут позвонить по телефону 800-839-2172. Участники плана группового страхования по месту работы могут позвонить по телефону 800-522-0088. Участники плана Здоровые семьи (Healthy Families) могут позвонить по телефону 888-231-9473.

Russian

無料の言語サービス。日本語で通訳をご提供し、書類をお読みします。サービスをご希望の方は、IDカード記載の番号までお問い合わせください。個人・家族会員の方は、800-839-2172まで、雇用者団体会員の方は、800-522-0088まで、また、Healthy Families 会員の方は、888-231-9473までご連絡ください。

Japanese



For more information, please contact us at:

Health Net Individual & Family Sales Enrollment Unit  
Post Office Box 1150  
Rancho Cordova, CA 95741-1150

Customer Contact Center  
1.888.926.4988

[www.healthnet.com](http://www.healthnet.com)