



Serving: Northern and Southern California

Enrollment code:

CQ1 Self Only

CQ2 Self and Family

Service area: Services from Plan providers are available only in the areas described on page 18.

Enrollment area: You must live in the Service area to enroll in this Plan.

Authorized for distribution by the



**United States
Office of
Personnel
Management**



RI 73-105

PacifiCare® Of California

PacifiCare, Inc., dba PacifiCare of California, 5701 Katella Avenue, Cypress, CA 90630-5028 has entered into a contract (CS 1937) with the Office of Personnel Management (OPM) as authorized by the Federal Employees Health Benefits (FEHB) law, to provide a comprehensive medical plan herein called PacifiCare of California, PacifiCare, or the Plan.

This brochure is based on text included in the contract between OPM and this Plan and is intended to be a complete statement of benefits available to FEHB members. A person enrolled in the Plan is entitled to the benefits stated in this brochure. However if conflicts are discovered between the language of this brochure and the contract, the contract will control. If enrolled for Self and Family, each eligible family member is also entitled to these benefits.

Premiums are negotiated with each plan annually. Benefit changes are effective January 1, 1997, and are shown on the inside back cover of this brochure.

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Inspector General Advisory: Stop Health Care Fraud!

Fraud increases the cost of health care for everyone. Anyone who intentionally makes a false statement or a false claim in order to obtain FEHB benefits or increase the amount of FEHB benefits is subject to prosecution for FRAUD. This could result in CRIMINAL PENALTIES. Please review all medical bills, medical records and claims statements carefully. If you find that a provider, such as a doctor, hospital or pharmacy, charged your plan for services you did not receive, billed for the same service twice, or misrepresented any other information, take the following actions:

- Call the provider and ask for an explanation - sometimes the problem is a simple error.
- If the provider does not resolve the matter, or if you remain concerned, call your plan at 1-800/624-8822; TDD number for hearing impaired is 1-800/422-8833 and explain the situation.
- If the matter is not resolved after speaking to your plan (and you still suspect fraud has been committed), call or write:

THE HEALTH CARE FRAUD HOTLINE 202/418-3300

The Office of Personnel Management
Office of the Inspector General Fraud Hotline
1900 E Street, N.W., Room 6400
Washington, D.C. 20415

The inappropriate use of membership identification cards, *e.g.*, to obtain services for a person who is not an eligible family member or after you are no longer enrolled in the Plan, is also subject to review by the Inspector General and may result in an adverse administrative action by your agency.

General Information

Confidentiality

Medical and other information provided to the Plan, including claim files, is kept confidential and will be used only: 1) by the Plan and its subcontractors for internal administration of the Plan, coordination of benefit provisions with other plans, and subrogation of claims; 2) by law enforcement officials with authority to investigate and prosecute alleged civil or criminal actions; 3) by OPM to review a disputed claim or perform its contract administration functions; 4) by OPM and the General Accounting Office when conducting audits as required by the FEHB law; or 5) for bona fide medical research or education. Medical data that does not identify individual members may be disclosed as a result of the bona fide medical research or education.

If you are a new member

Use this brochure as a guide to coverage and obtaining benefits. There may be a delay before you receive your identification card and member information from the Plan. Until you receive your ID card, you may show your copy of the SF 2809 enrollment form or your annuitant confirmation letter from OPM to a provider or Plan facility as proof of enrollment in this Plan. If you do not receive your ID card within 60 days after the effective date of your enrollment, you should contact the Plan.

If you made your open season change by using Employee Express and have not received your new ID card by the effective date of your enrollment, call the Employee Express HELP number to request a confirmation letter. Use that letter to confirm your new coverage with Plan providers.

If you are a new member of this Plan, benefits and rates begin on the effective date of your enrollment, as set by your employing office or retirement system. **As a member of this Plan, once your enrollment is effective, you will be covered only for services provided or arranged by a Plan physician except in the case of emergency as described on page 14.** If you are confined in a hospital on the effective date, you must notify the Plan so that it may arrange for the transfer of your care to Plan providers. See "*If you are hospitalized*" on page 4.

FEHB plans may not refuse to provide benefits for any condition you or a covered family member may have solely on the basis that it was a condition that existed before you enrolled in a plan under the FEHB Program except as stated in any cosmetic surgery or dental benefits description in this brochure.

General Information *continued*

If you are hospitalized

If you change plans or options, benefits under your prior plan or option cease on the effective date of your enrollment in your new plan or option, unless you or a covered family member are confined in a hospital or other covered facility or are receiving medical care in an alternative care setting on the last day of your enrollment under the prior plan or option. In that case, the confined person will continue to receive benefits under the former plan or option until the earliest of (1) the day the person is discharged from the hospital or other covered facility (a move to an alternative care setting does not constitute a discharge under this provision), or (2) the day after the day all inpatient benefits have been exhausted under the prior plan or option, or (3) the 92nd day after the last day of coverage under the prior plan or option. However, benefits for other family members under the new plan will begin on the effective date. If your plan terminates participation in the FEHB Program in whole or in part, or if the Associate Director for Retirement and Insurance orders an enrollment change, this continuation of coverage provision does not apply; in such case, the hospitalized family member's benefits under the new plan begin on the effective date of enrollment.

Your responsibility

It is your responsibility to be informed about your health benefits. Your employing office or retirement system can provide information about: when you may change your enrollment; who “family members” are; what happens when you transfer, go on leave without pay, enter military service, or retire; when your enrollment terminates; and the next open season for enrollment. Your employing office or retirement system will also make available to you an FEHB Guide, brochures and other materials you need to make an informed decision.

Things to keep in mind

- The benefits in this brochure are effective on January 1 for those already enrolled in this Plan; if you changed plans or plan options, see "If you are a new member" above. In both cases, however, the Plan's new rates are effective the first day of the enrollee's first full pay period that begins on or after January 1 (January 1 for all annuitants).
- Generally, you must be continuously enrolled in the FEHB Program for the last five years before you retire to continue your enrollment for you and any eligible family members after you retire.
- The FEHB Program provides Self Only coverage for the enrollee alone or Self and Family coverage for the enrollee, his or her spouse, and unmarried dependent children under age 22. Under certain circumstances, coverage will also be provided under a family enrollment for a disabled child 22 years of age or older who is incapable of self-support.
- An enrollee with Self Only coverage who is expecting a baby or the addition of a child may change to a Self and Family enrollment up to 60 days after the birth or addition. The effective date of the enrollment change is the first day of the pay period in which the child was born or became an eligible family member. The enrollee is responsible for his or her share of the Self and Family premium for that time period; both parent and child are covered only for care received from Plan providers except for emergency benefits.
- You will not be informed by your employing office (or your retirement system) or your Plan when a family member loses eligibility.
- You must direct questions about enrollment and eligibility, including whether a dependent age 22 or older is eligible for coverage, to your employing office or retirement system. The Plan does not determine eligibility and cannot change an enrollment status without the necessary information from the employing agency or retirement system.
- An employee, annuitant, or family member enrolled in one FEHB plan is not entitled to receive benefits under any other FEHB plan.
- Report additions and deletions (including divorces) of covered family members to the Plan promptly.
- If you are an annuitant or former spouse with FEHB coverage and you are also covered by Medicare Part B, you may drop your FEHB coverage and enroll in a Medicare prepaid plan when one is available in your area. If you later change your mind and want to reenroll in FEHB, you may do so at the next open season, or whenever you involuntarily lose coverage in the Medicare prepaid plan or move out of the area it serves.

General Information *continued*

Things to keep in mind *continued*

- Most Federal annuitants have Medicare Part A. If you do not have Medicare Part A, you may enroll in a Medicare prepaid plan, but you will probably have to pay for hospital coverage in addition to the Part B premium. **Before** you join the plan, ask whether they will provide hospital benefits and, if so, what you will have to pay.
- You may also remain enrolled in this Plan when you join a Medicare prepaid plan.
- Contact your local Social Security Administration (SSA) office for information on local Medicare prepaid plans (also known as Coordinated Care Plans or Medicare HMOs) or request it from SSA at 1-800/638-6833. Contact your retirement system for information on dropping your FEHB enrollment and changing to a Medicare prepaid plan. See page 19 for information on the Medicare prepaid plan offered by this plan.
- Federal annuitants are not required to enroll in Medicare Part B (or Part A) in order to be covered under the FEHB Program nor are their FEHB benefits reduced if they do not have Medicare Part B (or Part A).

Coverage after enrollment ends

When an employee's enrollment terminates because of separation from Federal service or when a family member is no longer eligible for coverage under an employee or annuitant enrollment, and the person is not otherwise eligible for FEHB coverage, he or she generally will be eligible for a free 31-day extension of coverage. The employee or family member may also be eligible for one of the following:

Former spouse coverage

When a Federal employee or annuitant divorces, the former spouse may be eligible to elect coverage under the spouse equity law. If you are recently divorced or anticipate divorcing, contact the employee's employing office (personnel office) or retiree's retirement system to get more facts about electing coverage.

Temporary continuation of coverage (TCC)

If you are an employee whose enrollment is terminated because you separate from service, you may be eligible to temporarily continue your health benefits coverage under the FEHB Program in any plan for which you are eligible. Ask your employing office for RI 79-27, which describes TCC, and for RI 70-5, the FEHB Guide for individuals eligible for TCC. Unless you are separated for gross misconduct, TCC is available to you if you are not otherwise eligible for continued coverage under the Program. For example, you are eligible for TCC when you retire if you are unable to meet the five-year enrollment requirement for continuation of enrollment after retirement.

Your TCC begins after the initial free 31-day extension of coverage ends and continues for up to 18 months after your separation from service (that is, if you use TCC until it expires 18 months following separation, you will only pay for 17 months of coverage). Generally, you must pay the total premium (both the Government and employee shares) plus a 2 percent administrative charge. If you use your TCC until it expires, you are entitled to another free 31-day extension of coverage when you may convert to nongroup coverage. If you cancel your TCC or stop paying premiums, the free 31-day extension of coverage and conversion option are not available.

Children or former spouses who lose eligibility for coverage because they no longer qualify as family members (and who are not eligible for benefits under the FEHB Program as employees or under the spouse equity law) also may qualify for TCC. They also must pay the total premium plus the 2 percent administrative charge. TCC for former family members continues for up to 36 months after the qualifying event occurs, for example, the child reaches age 22 or the date of the divorce. This includes the free 31-day extension of coverage. When their TCC ends (except by cancellation or nonpayment of premium), they are entitled to another free 31-day extension of coverage when they may convert to nongroup coverage.

NOTE: If there is a delay in processing the TCC enrollment, the effective date of the enrollment is still the 32nd day after regular coverage ends. The TCC enrollee is responsible for premium payments retroactive to the effective date and coverage may not exceed the 18 or 36 month period noted above.

Notification and election requirements

Separating employees — Within 61 days after an employee's enrollment terminates because of separation from service, his or her employing office must notify the employee of the opportunity to elect TCC. The employee has 60 days after separation (or after receiving the notice from the employing office, if later) to elect TCC.

General Information *continued*

Notification and election requirements *continued*

Children — You must notify your employing office or retirement system when a child becomes eligible for TCC within 60 days after the qualifying event occurs, for example, the child reaches age 22 or marries.

Former spouses — You or your former spouse must notify the employing office or retirement system of the former spouse's eligibility for TCC within 60 days after the termination of the marriage. A former spouse may also qualify for TCC if, during the 36-month period of TCC eligibility, he or she loses spouse equity eligibility because of remarriage before age 55 or loss of the qualifying court order. This applies even if he or she did not elect TCC while waiting for spouse equity coverage to begin. The former spouse must contact the employing office within 60 days of losing spouse equity eligibility to apply for the remaining months of TCC to which he or she is entitled.

The employing office or retirement system has 14 days after receiving notice from you or the former spouse to notify the child or the former spouse of his or her rights under TCC. If a child wants TCC, he or she must elect it within 60 days after the date of the qualifying event (or after receiving the notice, if later). If a former spouse wants TCC, he or she must elect it within 60 days after any of the following events: the date of the qualifying event or the date he or she receives the notice, whichever is later; or the date he or she loses coverage under the spouse equity law because of remarriage before age 55 or loss of the qualifying court order.

Important: The employing office or retirement system must be notified of a child's or former spouse's eligibility for TCC within the 60-day time limit. If the employing office or retirement system is not notified, the opportunity to elect TCC ends 60 days after the qualifying event in the case of a child and 60 days after the change in status in the case of a former spouse.

Conversion to individual coverage

When none of the above choices are available — or chosen — when coverage as an employee or family member ends, or when TCC coverage ends (except by cancellation or nonpayment of premium), you may be eligible to convert to an individual, nongroup contract. You will not be required to provide evidence of good health and the plan is not permitted to impose a waiting period or limit coverage for preexisting conditions. If you wish to convert to an individual contract, you must apply in writing to the carrier of the plan in which you are enrolled within 31 days after receiving notice of the conversion right from your employing agency. A family member must apply to convert within the 31-day free extension of coverage that follows the event that terminates coverage, *e.g.*, divorce or reaching age 22. Benefits and rates under the individual contract may differ from those under the FEHB Program.

Facts about this Plan

This Plan is a comprehensive medical plan, sometimes called a health maintenance organization (HMO). When you enroll in an HMO, you are joining an organized system of health care that arranges in advance with specific physicians, hospitals and other providers to give care to members and pays them directly for their services. Benefits are available **only** from Plan providers except during a medical emergency. **Members are required to select a primary care physician (PCP) from among participating Plan primary care physicians.** Services of a specialty care physician can only be received by referral from the selected primary care physician. There are no claim forms when Plan physicians are used.

Because the Plan provides or arranges for your care and pays the cost, it seeks efficient and effective delivery of health services. By controlling unnecessary or inappropriate care, it can afford to offer a comprehensive range of benefits. In addition to arranging for comprehensive health services and benefits for accidents, illness and injury, the Plan places great emphasis on preventive benefits such as office visits, physicals, immunizations, and well-baby care. You are encouraged to get medical attention at the first sign of illness.

Facts about this Plan *continued*

Who provides or arranges care to Plan members?

As a mixed-model health maintenance organization, PacifiCare has made arrangements with a large number of private practice physicians, medical groups and community hospitals.

PacifiCare members are served by more than 9,473 participating primary care physicians and over 17,462 specialists, as well as hospitals and skilled nursing facilities. Plan physicians are supported by a team of specialists, nurses, technicians, and other medical personnel.

Role of a primary care physician

The first and most important decision each member must make is the selection of a primary care physician. With the exception of mental health care, it is through your primary physician that all other health services, particularly those of specialists, are obtained. If you are in need of mental health care, contact your PacifiCare Behavioral Health Inc. Case Manager directly (see page 15). It is the responsibility of your primary care physician to obtain any necessary authorizations from the Plan before referring you to a specialist or making arrangements for hospitalization. Services of other providers are covered only when there has been a referral by the member's primary care physician except for one well woman self-referred gynecological exam provided by a participating Plan gynecologist.

Choosing your doctor

The Plan's provider directory lists (family practitioners, pediatricians, and internists) with their locations and phone numbers, and notes whether or not the physician is accepting new patients. Directories are updated on a regular basis and are available at the time of enrollment or upon request by calling the Member Services Department at 1-800/624-8822 (8:00 am - 8:00 pm, Monday through Friday). You can also find out if your physician participates with this Plan by calling this number. If you are interested in receiving care from a specific provider who is listed in the directory, call the provider to verify that he or she still participates with the Plan and is accepting new patients. Important note: **When you enroll in this plan, services (except for emergency benefits) are provided through the Plan's delivery system; the continued availability and/or participation of any one physician, hospital, or other provider, cannot be guaranteed.**

Should you decide to enroll, please inform the Plan of the name of the medical group you select for you and each member of your family. If you have not selected a medical group or physician, the Plan will assign you one and notify you by letter of the selection. If you are not satisfied with the selection, please contact PacifiCare at 1-800/624-8822; TDD number for hearing impaired is 1-800/442-8833. Unless the member is an inpatient in the hospital, medical group changes can be made at open season or upon a household move or as frequently as monthly by writing to the Plan or calling the Member Services Department at 1-800/624-8822.

If you are receiving services from a doctor who leaves the Plan, the Plan will pay for covered services until the Plan can arrange with you for you to be seen by another participating doctor.

Referrals for specialty care

Except in a medical emergency or when a primary care physician has designated another physician to see patients when he or she is unavailable, you must receive a referral from your primary care physician before seeing any other physician or obtaining special services. Referral to a participating specialist is given at the primary care physician's discretion; if specialists or consultants are required beyond those participating in the Plan, the primary care physician will make arrangements for appropriate written referrals.

When you receive a referral from your primary care physician, you must return to the primary care physician after the consultation. All follow-up care must be provided or arranged by the primary care physician. On referrals, the primary care physician will give specific instructions to the consultant as to what services are authorized. If additional services or visits are suggested by the consultant, you must check with your primary care physician. Do not go to the specialist unless your primary care physician has arranged for and the Plan has issued an authorization for the referral in advance.

Facts about this Plan *continued*

For new members

If you are already under the care of a specialist who is a Plan participant, you must still obtain a referral from a Plan primary care physician for the care to be covered by the Plan. If the physician who originally referred you prior to your joining this Plan is now your Plan primary care physician, you need only call to explain that you now belong to this Plan, and ask that a "referral form" be sent to the specialist for your next appointment.

Hospital care

If you are selecting a new primary care physician, you must schedule an appointment so the primary care physician can decide whether to treat the condition directly or refer you back to the specialist. If you require hospitalization, your primary care physician or authorized specialist will make the necessary arrangements and continue to supervise your care.

Out-of-pocket maximum

Copayments are required for a few benefits. However, copayments will not be required for the remainder of the calendar year after your out-of-pocket expenses for services provided or arranged by the Plan reach \$800 per individual or up to \$2,400 per Family. This copayment maximum does not include prescription drugs.

You should maintain accurate records of the copayments made, as it is your responsibility to determine when the copayment maximum is reached. You are assured a predictable maximum in out-of-pocket costs for covered health and medical needs. Copayments are due when service is rendered, except for emergency care.

Deductible carryover

If you changed to this Plan during open season from a plan with a deductible and the effective date of the change was after January 1, any expenses that would have applied to that plan's deductible will be covered by your old plan if they are for care you got in January **before** the effective date of your coverage in this Plan. If you have already met the deductible in full, your old plan will reimburse these covered expenses. If you have not met it in full, your old plan will first apply your covered expenses to satisfy the rest of the deductible and then reimburse you for any additional covered expenses. The old plan will pay these covered expenses according to this year's benefits; benefit changes are effective January 1.

Submit claims promptly

When you are required to submit a claim to this Plan for covered expenses, submit your claim promptly. The Plan will not pay benefits for claims submitted later than December 31 of the calendar year following the year in which the expense was incurred, unless timely filing was prevented by administrative operations of Government or legal incapacity, provided the claim was submitted as soon as reasonably possible.

Other considerations

Plan providers will follow generally accepted medical practice in prescribing any course of treatment. Before you enroll in this Plan, you should determine whether you will be able to accept treatment or procedures which may be recommended by Plan providers.

The Plan's Service and Enrollment Areas

The service area for this Plan, where Plan providers and facilities are located, is the same as the enrollment area listed on page 18 in this brochure (the area in which you must live to enroll in the Plan). Benefits for care outside the service area are limited to emergency services, as described on page 14.

If you or a covered family member move outside the enrollment area, you may enroll in another approved plan. It is not necessary to wait until you move or for the open season to make such a change; contact your employing office or retirement system for information if you are anticipating a move.

General Limitations

Important notice Although a specific service may be listed as a benefit, it will be covered for you only if, in the judgment of your Plan physician, it is medically necessary for the prevention, diagnosis, or treatment of your illness or condition. **No oral statement of any person shall modify or otherwise affect the benefits, limitations and exclusions of this brochure, convey or void any coverage, increase or reduce any benefits under this Plan or be used in the prosecution or defense of a claim under this Plan.** This brochure is based on text included in the contract between OPM and this Plan and is intended to be a complete statement of benefits available to FEHB members. You should use this brochure to determine your entitlement to benefits. However, if conflicts are discovered between the language of this brochure and the contract, the contract will control.

Circumstances beyond Plan control In the event of major disaster, epidemic, war, riot, civil insurrection, disability of a significant number of Plan providers, complete or partial destruction of facilities, or other circumstances beyond the Plan's control, the Plan will make a good faith effort to provide or arrange for covered services. However, the Plan will not be responsible for any delay or failure in providing service due to lack of available facilities, or personnel.

Arbitration of claims Any claim for damages for personal injury, mental disturbance or wrongful death arising out of the rendition or failure to render services under this contract must be submitted to binding arbitration.

Other sources of benefits This section applies when you or your family members are entitled to benefits from a source other than this Plan. You must disclose information about other sources of benefits to the Plan and complete all necessary documents and authorizations requested by the Plan.

Medicare If you or a covered family member is enrolled in this Plan and Part A, Part B, or Parts A and B of Medicare, benefits will be coordinated with Medicare according to Medicare's determination of which coverage is primary. Generally, you do not need to take any action after informing the Plan of your or your family member's eligibility for Medicare. Your Plan will provide you with further instructions if a Medicare claim needs to be filed.

Group health insurance and automobile insurance This coordination of benefits (double coverage) provision applies when a person covered by this Plan also has, or is entitled to benefits from, any other group health coverage, or is entitled to the payment of medical and hospital costs under no-fault or other automobile insurance that pays benefits without regard to fault. Information about the other coverage must be disclosed to this Plan.

When there is double coverage for covered benefits, other than emergency services from non-Plan providers, this Plan will continue to provide its benefits in full, but is entitled to receive payment for the services and supplies provided, to the extent that they are covered by the other coverage, no-fault or other automobile insurance or any other primary plan.

One plan normally pays its benefits in full as the primary payer, and the other plan pays a reduced benefit as the secondary payer. When this Plan is the secondary payer, it will pay the lesser of (1) its benefits in full or (2) a reduced amount which, when added to the benefits payable by the other coverage, will not exceed reasonable charges. The determination of which health coverage is primary (pays its benefits first) is made according to guidelines provided by the National Association of Insurance Commissioners. When benefits are payable under automobile insurance, including no-fault the automobile insurer is primary (pays its benefits first) if it is legally obligated to provide benefits for health care expenses without regard to other health benefits coverage the enrollee may have. This provision applies whether or not a claim is filed under the coverage. When applicable, authorization must be given this Plan to obtain information about benefits or services available from the other coverage, or to recover overpayments from other coverages.

CHAMPUS If you are covered by both this Plan and the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS), this Plan will pay benefits first. As a member of a prepaid plan, special limitations on your CHAMPUS coverage apply; your primary care provider must authorize all care. See your CHAMPUS Health Benefits Advisor if you have questions about CHAMPUS coverage.

Medicaid If you are covered by both this Plan and Medicaid, this Plan will pay benefits first.

General Limitations *continued*

Workers' compensation

The Plan will not pay for services required as the result of occupational disease or injury for which any medical benefits are determined by the Office of Workers' Compensation Programs (OWCP) to be payable under workers' compensation (under section 8103 of title 5, U.S.C.) or by a similar agency under another Federal or State law. This provision also applies when a third party injury settlement or other similar proceeding provides medical benefits in regard to a claim under workers' compensation or similar laws. If medical benefits provided under such laws are exhausted, this Plan will be financially responsible for services or supplies that are otherwise covered by this Plan. The Plan is entitled to be reimbursed by OWCP (or the similar agency) for services it provided that were later found to be payable by OWCP (or the agency).

DVA facilities, DoD facilities, and Indian Health Service

Facilities of the Department of Veterans Affairs, the Department of Defense, and the Indian Health Service are entitled to seek reimbursement from the Plan for certain services and supplies provided to you or a family member to the extent that reimbursement is required under the Federal statutes governing such facilities.

Other government agencies

The Plan will not provide benefits for services and supplies paid for directly or indirectly by any other local, State, or Federal Government agency.

Liability insurance and third party actions

If a covered person is sick or injured as a result of the act or omission of another person or party, the Plan requires that it be reimbursed for the benefits provided in an amount not to exceed the amount of the recovery, or that it be subrogated to the person's rights to the extent of the benefits received under this Plan, including the right to bring suit in the person's name. If you need more information about subrogation, the plan will provide you with its subrogation procedures.

General Exclusions

All benefits are subject to the limitations and exclusions in this brochure. **Although a specific service may be listed as a benefit, it will not be covered for you unless your Plan physician determines it is medically necessary to prevent, diagnose or treat your illness or condition.** The following are excluded:

- Care by non-Plan physicians or hospitals except for authorized referrals or emergencies (see *Emergency Benefits*)
- Expenses incurred while not covered by this Plan
- Services furnished or billed by a provider or facility barred from the FEHB Program
- Services not required according to accepted standards of medical, dental, or psychiatric practice
- Procedures, treatments, drugs or devices that are experimental or investigational
- Procedures, services, drugs and supplies related to sex transformations; and
- Procedures, services, drugs and supplies related to abortions except when the life of the mother would be endangered if the fetus were carried to term or when the pregnancy is the result of an act of rape or incest.

Medical and Surgical Benefits

What is covered

A comprehensive range of preventive, diagnostic and treatment services is provided by Plan physicians and other Plan providers. This includes all necessary office visits; **you pay** a \$5 office visit copay, but no additional copay for laboratory tests and X-rays. Within the service area, house calls will be provided if in the judgment of the Plan physician such care is necessary and appropriate; **you pay** a \$5 copay for a physician's house call, and for home visits by nurses and health aides.

The following services are included:

- Preventive care, including well-baby care and periodic check-ups — **you pay** nothing for well baby and child care from birth to age 2.
- Immunizations and boosters as recommended by the American Academy of Pediatrics — **you pay** nothing for children birth to age 2
- Consultations by specialists
- Diagnostic procedures such as laboratory tests and X-rays
- Complete obstetrical (maternity) care for all covered females, including prenatal, delivery and postnatal care by a Plan physician — **you pay** nothing. If enrollment in the Plan is terminated during pregnancy, benefits will not be provided after coverage under the Plan has ended. Ordinary nursery care of the newborn child during the covered portion of the mother's hospital confinement for maternity will be covered under either a Self Only or Self and Family enrollment; other care of an infant who requires definitive treatment will be covered only if the infant is covered under a Self and Family enrollment.
- One annual well-woman self-referred gynecological exam provided by an OB/GYN, within the member's selected primary medical group; **you pay** a \$5 copayment per exam. All other exams **must** be arranged or provided by your primary care physician.
- Voluntary family planning services
- Sterilization — **you pay** a \$50 copay for a vasectomy; **you pay** a \$100 copay for a tubal ligation.
- Diagnosis and treatment of diseases of the eye
- Allergy testing and treatment, including testing and treatment materials (such as allergy serum)
- The insertion of internal prosthetic devices, such as pacemakers and artificial joints.
- Heart, cornea, kidney, heart/lung, liver, lung (single or double) and pancreas transplants; allogeneic (donor) bone marrow transplants; autologous bone marrow transplants (autologous stem cell and peripheral stem cell support) for the following conditions: acute lymphocytic or non-lymphocytic leukemia, advanced Hodgkin's lymphoma, advanced non-Hodgkin's lymphoma, advanced neuroblastoma, breast cancer, multiple myeloma epithelial ovarian cancer, and testicular, mediastinal, retroperitoneal, and ovarian germ cell tumors. Related medical and hospital expenses of the donor are covered when the recipient is covered by this Plan.
- Dialysis
- Chemotherapy, radiation therapy and inhalation therapy
- Surgical treatment of morbid obesity
- Orthopedic devices, such as braces; foot orthotics
- Prosthetic devices, such as artificial limbs and lens following cataract removal
- Durable medical equipment, such as wheelchairs and hospital beds
- Home health services of nurses and health aides, including intravenous fluids and medications, when prescribed by your Plan physician, who will periodically review the program for continuing appropriateness and need
- All necessary medical or surgical care in a hospital or extended care facility from Plan physicians and other Plan providers, at no additional cost to you.
- Disposable needles and syringes needed for injecting covered prescribed medication

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Medical and Surgical Benefits *continued*

Limited benefits **Oral and maxillofacial surgery** is provided for nondental surgical and hospitalization procedures for congenital defects, such as cleft lip and cleft palate, and for medical or surgical procedures occurring within or adjacent to the oral cavity or sinuses including, but not limited to, treatment of fractures and excision of tumors and cysts. All other procedures involving the teeth or areas surrounding the teeth are not covered, including shortening of the mandible or maxillae for cosmetic purposes, correction of malocclusion, and any dental care involved in treatment of temporomandibular joint (TMJ) pain dysfunction syndrome.

Reconstructive surgery will be provided to correct a condition resulting from a functional defect or from an injury or surgery that has produced a major effect on the member's appearance and if the condition can reasonably be expected to be corrected by such surgery.

Short-term rehabilitative therapy (physical, speech and occupational) is provided on an inpatient or outpatient basis for up to 60 consecutive days per condition if significant improvement can be expected; **you pay** \$5 per outpatient session. Speech therapy is limited to treatment of certain speech impairments of organic origin. Occupational therapy is limited to services which assist the member to achieve and maintain self-care and improved functioning in other activities of daily living.

Diagnosis and treatment of infertility is covered (including but not limited to sperm count, hysterosalpingography, endometrial biopsy or fertility drugs); **you pay** 50% of charges. **Artificial insemination** is covered; **you pay** 50% of charges; cost of donor sperm is not covered. Other **assisted reproductive technology (ART) procedures** such as in-vitro fertilization and embryo transfer are not covered.

Cardiac rehabilitation immediately following a heart transplant, bypass surgery or a myocardial infarction is provided for up to 60 consecutive days per occurrence; **you pay** a \$5 copayment per visit.

What is not covered

- Physical examinations that are not necessary for medical reasons, such as those required for obtaining or continuing employment or insurance, attending school or camp, or travel
- Reversal of voluntary, surgically-induced sterility
- Plastic surgery primarily for cosmetic purposes
- Hearing aids
- Homemaker services
- Long-term rehabilitative therapy
- Transplants not listed as covered
- Chiropractic services

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Hospital/Extended Care Benefits

What is covered

Hospital care The Plan arranges for a comprehensive range of benefits with no dollar or day limit when you are hospitalized under the care of a Plan physician. **You pay** nothing per inpatient admission. **All necessary services are covered**, including:

- Semiprivate room accommodations; when a Plan physician determines it is medically necessary, the physician may prescribe private accommodations or private duty nursing care
- Specialized care units, such as intensive care or cardiac care units
- Blood and blood derivatives

Extended care The Plan arranges for a comprehensive range of benefits up to 100 consecutive days per disability per calendar year when full-time skilled nursing care is necessary and confinement in a skilled nursing facility is medically appropriate as determined by a Plan physician and approved by the Plan. **You pay** nothing per inpatient admission. **All necessary services are covered**, including:

- Bed, board, and general nursing care
- Drugs, biologicals, supplies, and equipment ordinarily provided or arranged by the skilled nursing facility when prescribed by a Plan physician

Hospice care Supportive and palliative care for a terminally ill member is covered in the home or hospice facility up to a 180 day limit per lifetime. Services include inpatient and outpatient care and family counseling; these services are provided under the direction of a Plan physician who certifies that the patient is in the terminal stages of illness, with a life expectancy of approximately six months or less.

Ambulance care Benefits are provided for ambulance transportation ordered or authorized by a Plan physician.

Limited benefits

Inpatient dental procedures Hospitalization for certain dental procedures is covered when a Plan physician determines there is a need for hospitalization for reasons totally unrelated to the dental procedure; the Plan will cover the hospitalization, but not the cost of the professional dental services. Conditions for which hospitalization would be covered include hemophilia and heart disease; the need for anesthesia, by itself, is not such a condition.

Acute inpatient detoxification Hospitalization for medical treatment of substance abuse is limited to emergency care, diagnosis, treatment of medical conditions, and medical management of withdrawal symptoms (acute detoxification) if the Plan physician determines that outpatient management is not medically appropriate. See page 16 for non-medical Substance Abuse Benefits.

What is not covered

- Personal comfort items, such as telephone and television
- Custodial care, rest cures, domiciliary or convalescent care

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Emergency Benefits

What is a medical emergency?

A medical emergency is the sudden and unexpected onset of a condition or an injury that requires immediate medical or surgical care. Some problems are emergencies because, if not treated promptly, they might become more serious; examples include deep cuts and broken bones. Others are emergencies because they are potentially life-threatening, such as heart attacks, strokes, poisonings, gunshot wounds, or sudden inability to breathe. There are many other acute conditions that the Plan may determine are medical emergencies—what they all have in common is the need for quick action.

Emergencies within the service area

If you are in an emergency situation, please call your primary care physician. In extreme emergencies, if you are unable to contact your physician, contact the local emergency system (*e.g.*, the 911 telephone system) or go to the nearest hospital emergency room. Be sure to tell the emergency room personnel that you are a Plan member so they can notify the Plan. You or a family member should notify your primary care physician within 24 hours. It is your responsibility to ensure that your primary care physician has been timely notified.

If you need to be hospitalized, your primary care physician must be notified within 24 hours or on the first working day following your admission, unless it was not reasonably possible to notify your primary care physician within that time. If you are hospitalized in non-Plan facilities and Plan physicians believe care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

Benefits are available for care from non-Plan providers in a medical emergency **only** if delay in reaching a Plan provider would result in death, disability or significant jeopardy to your condition.

Plan pays...

Reasonable charges for emergency services to the extent the services would have been covered if received from Plan providers.

You pay...

\$35 per hospital emergency room visit or urgent care center visit for emergency services which are covered benefits of this Plan. If the emergency results in admission to a hospital, the emergency care copay is waived.

Emergencies outside the service area

Benefits are available for any medically necessary emergency health service that is immediately required because of injury or unforeseen illness.

If you need to be hospitalized, the Plan must be notified within 24 hours or on the first working day following your admission, unless it was not reasonably possible to notify the Plan within that time. If a Plan physician believes care can be better provided in a Plan hospital, you will be transferred when medically feasible with any ambulance charges covered in full.

Plan pays...

Reasonable charges for emergency care services to the extent the services would have been covered if received from Plan providers.

You pay...

\$35 per hospital emergency room visit or urgent care center visit for emergency services which are covered benefits of this Plan. If the emergency results in admission to a hospital, the emergency care copay is waived.

What is covered

- Emergency care at a physician's office or an urgent care center
- Emergency care as an outpatient or inpatient at a hospital, including physicians' services
- Ambulance service approved by the Plan

What is not covered

- Elective care or nonemergency care
- Emergency care provided outside the service area if the need for care could have been foreseen before leaving the service area
- Medical and hospital costs resulting from a normal full-term delivery of a baby outside the Service Area
- Routine follow-up care

Emergency Benefits *continued*

Filing claims for non-Plan providers

With your authorization, the Plan will pay benefits directly to the providers of your emergency care upon receipt of their claims. Physician claims should be submitted on the HCFA 1500 claim form. If you are required to pay for the services, submit itemized bills and your receipts to the Plan along with an explanation of the services and the identification information from your ID card.

Payment will be sent to you (or the provider if you did not pay the bill), unless the claim is denied. If it is denied, you will receive notice of the decision, including the reasons for the denial and the provisions of the contract on which denial was based. If you disagree with the Plan's decision, you may request reconsideration in accordance with the disputed claims procedure described on pages 20-21.

Mental Conditions/Substance Abuse Benefits

Mental conditions

What is covered

To the extent shown below, this Plan arranges for the following services necessary for the diagnosis and treatment of acute psychiatric conditions, including the treatment of mental illness or disorders: **Care must be arranged in advance by the PacifiCare Behavioral Health Inc. Employee Assistance Program (EAP) by calling 1-800/234-5465.**

- Diagnostic evaluation
- Psychological testing
- Psychiatric treatment (including individual and group therapy)
- Hospitalization (including inpatient professional services)

Outpatient care

Up to 40 outpatient visits to Plan physicians, consultants or other psychiatric personnel each calendar year; **you pay** nothing for visits 1 through 5; \$10 per visit for visits 6-10; \$15 per visit for visits 11-20; and \$20 per visit for visits 21-40.

The first 20 visits must be authorized by calling PacifiCare Behavioral Health EAP at 1-800/234-5465; visits 21-40 must be authorized by your primary care physician. The EAP will coordinate the transition of care. **It is important to know that we cannot guarantee that the provider rendering care for the second 20 visits will be the same one that provided care during the first 20 visits.**

Inpatient care

Up to 30 days of hospitalization each calendar year; **you pay** nothing for the first 30 days - all charges thereafter.

What is not covered

- Care for psychiatric conditions which in the professional judgment of Plan physicians are not subject to significant improvement through relatively short-term treatment
- Psychiatric evaluation or therapy on court order or as a condition of parole or probation, unless determined by a Plan physician to be necessary and appropriate
- Psychological testing when not medically necessary to determine the appropriate treatment of a short-term psychiatric condition
- Treatment for any learning, developmental disability or reading disorder
- Counseling for adoption, custody, family planning or pregnancy in the absence of a psychiatric diagnosis generally recognized and accepted by the medical community and limited to a DSM-IV psychiatric diagnosis
- Spiritual counseling, dance, poetry, music or art therapy
- Certain organic and non-organic therapies (call PBHI for specifics).
- Personal enhancement or wellness and development

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Mental Conditions/Substance Abuse Benefits *continued*

Substance abuse

What is covered

This Plan arranges for medical and hospital services such as acute detoxification services for the medical, non-psychiatric aspects of substance abuse, including alcoholism and drug addiction, the same as for any other illness or condition. Services for the psychiatric aspects are provided in conjunction with the mental conditions benefits shown above. Outpatient visits to Plan mental health providers for follow-up care and counseling are covered, as well as inpatient services necessary for diagnosis and treatment. The mental conditions benefits visit/day limitations and copays apply to any covered substance abuse care.

What is not covered

- Rehabilitative care in a specialized facility for substance abuse
- Treatment that is not authorized by a Plan physician.

Prescription Drug Benefits

What is covered

Prescription drugs prescribed by a Plan or referral physician and obtained at a Plan pharmacy will be dispensed for up to a 30-day supply; drugs are prescribed by Plan physicians and dispensed in accordance with the Plan's drug formulary; The Plan must authorize a nonformulary drug before it may be dispensed. It is the prescribing physician's responsibility to obtain the Plan's authorization; **you pay** a \$5 copayment for generic and a \$10 copayment for name brand drugs per prescription unit or refill regardless of the availability of an approved generic equivalent. Maintenance medications may be dispensed for up to a 60-day supply for the cost of two copayments.

Up to a 90-day supply of maintenance medications may be obtained through mail order for the cost of two copayments. For information on the mail order drug benefit, contact the Plan's Member Services Department at 1-800/624-8822.

Covered medications and accessories include:

- Drugs for which a prescription is required by law
- Oral contraceptive drugs
- Insulin
- Prescription diaphragms
- Diabetic supplies, limited to insulin syringes, and blood test tape and lancets
- Intravenous fluids and medication for home use (covered under Medical and Surgical Benefits as a home health service, see page 11)
- Prenatal vitamins
- Inhaler extender devices, epipen and ana-kit

What is not covered

- Drugs available without a prescription or for which there is a non-prescription equivalent available
- Drugs obtained at a non-Plan pharmacy except for an emergency.
- Vitamins and nutritional substances which can be purchased without a prescription (except prenatal vitamins)
- Medical supplies such as dressings and antiseptics
- Contraceptive devices except prescription diaphragms
- Drugs for cosmetic purposes
- Drugs to enhance athletic performance
- Smoking cessation drugs and medication, including nicotine patches
- Fertility drugs (except oral)
- Dietary supplements; including fluoride, vitamins with fluoride, and diet pills
- Implanted contraceptive devices, such as Norplant
- Injectable contraceptive drugs, such as Depo Provera

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Other Benefits

Dental care

Accidental injury benefit

Oral surgical procedures will be provided in an outpatient or inpatient setting when approved by the Plan in connection with the following: stabilization and emergency treatment within forty-eight (48) hours of an acute accidental injury to sound natural teeth, jaw bone, or surrounding tissue. The need for these services must result from an accidental injury occurring while the member is covered under the FEHB Program. **You pay** nothing.

What is not covered

- Other dental services not shown as covered.

Vision Care

What is covered

In addition to the medical and surgical benefits provided for diagnosis and treatment of diseases of the eye, this Plan provides the following vision care benefits from Plan providers. **You pay** a \$5 copay per visit.

- Annual eye refraction, including the written lens prescription for eyeglasses
- Initial placement of post cataract extraction contact lens in surgically affected eye

What is not covered

- Corrective eyeglasses and frames or contact lenses (including the fitting of the lenses)
- Eye exercises
- Replacement of initial lens following cataract surgery

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DOCTORS

Service and Enrollment Areas

The **California** counties of Alameda, Butte, Contra Costa, Fresno, Kern, Kings, Los Angeles (except Catalina Island), Madera, Marin, Mariposa, Merced, Napa, Orange, Sacramento, San Diego, San Francisco, San Joaquin, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Sutter, Tulare, Ventura, Yolo, Yuba, and portions of the following counties as defined by zip codes:

Amador: 95640, 95642, 95654, 95685

El Dorado: 95613, 95614, 95619, 95623, 95633, 95634, 95635, 95636, 95643, 95651, 95656, 95664, 95667, 95672, 95682, 95684, 95709, 95726

Glenn: 95913, 95920, 95943, 95951, 95963, 95988

Humbolt: 95501, 95502, 95521, 95524, 95525, 95528, 95534, 95536, 95537, 95540, 95545, 95547, 95549, 95550, 95551, 95553, 95554, 95558, 95559, 95560, 95562, 95564, 95565, 95569, 95570, 95571

Imperial: 92227, 92231-32, 92233, 92243-44, 92249, 92250, 92251, 92257, 92259, 92273, 92281

Lake: 95422, 95457, 95461

Mendocino: 95415, 95418, 95445, 95449, 95455, 95459, 95466, 95467, 95468, 95469, 95470, 95481, 95482, 95494, 95585, 95587

Monterey: 93426, 93450, 93901-93915, 93920, 93921-93925, 93926, 93927, 93928, 93930, 93932, 93933, 93940, 94941, 93942-44, 93950, 93953, 93954, 93955, 93960, 93962, 95004, 95012, 95039

Nevada: 95712, 95924, 95945, 95946, 95949, 95959, 95960, 95975

Placer: 95602-04, 95626, 95631, 95648, 95650, 95658, 95661, 95663, 95668, 95677, 95678, 95681, 95703, 95713, 95717, 95722, 95736, 95746, 95747, 95765

Riverside: 91718-20, 91752, 91760, 92201-02, 92203, 92210, 92211, 92220, 92223, 92225, 92226, 92230, 92234-36, 92239, 92240, 92241, 92253-55, 92258, 92260-64, 92270, 92272, 92274, 92275, 92276, 92282, 92292, 92302-03, 92313, 92320, 92330-31, 92343, 92344, 92348, 92353, 92355, 92360, 92362, 92367, 92369, 92370, 92379, 92380-81, 92383, 92387, 92388, 92390, 92395, 92396, 92500-99

San Bernardino: 91701, 91708-10, 91729-30, 91737, 91739, 91743, 91758-59, 91761-64, 91784, 91785-86, 92252, 92256, 92277, 92278, 92284, 92285, 92286, 92301, 92305, 92307-08, 92310, 92311, 92312, 92313, 92314, 92315, 92316, 92317, 92318, 92321, 92322, 92324, 92325, 92326, 92327, 92329, 92333, 92334-36, 92337, 92339, 92340, 92341, 92342, 92345-46, 92347, 92350, 92352, 92354, 92356-59, 92365, 92368, 92369, 92371, 92372, 92373-76, 92377, 92378, 92382, 92385, 92386, 92391, 92392-94, 92397, 92398, 92399, 92400-99

San Luis Obispo: 00031, 00032, 93401-93412, 93420-93424, 93426, 93428, 93430, 93432, 93433, 93435, 93442-93445, 93446, 93447, 93448-49, 93451, 93452, 93453, 93461, 93465, 93483

Non-FEHB Benefits Available to Plan Members

The benefits described on this page are neither offered nor guaranteed under the contract with FEHB Program, but are made available to all enrollees and family members who are members of the Plan. The cost of the benefits described on this page is not included in the FEHB premium; any charges for these services do not count toward any FEHB deductibles, out-of-pocket maximum, copay charges, etc. These benefits are not subject to the FEHB disputed claims procedures.

Expanded dental benefits

The CDHP Dental Plan provides you with a direct pay dental care plan which allows you to obtain dental services through participating Plan dentists. The Plan offers limited copayments, no deductibles and no annual maximum. You must receive care from a Plan dentist.

Coverage

This listing represents a partial description of the benefits and copayments. A more complete listing including limitations and exclusions, provider directory, and enrollment form may be obtained by calling CDHP's Member Service Department at 1-800-22-TEETH.

- **Diagnostic**
 - Oral Examination No Cost
 - X-Ray, Single film No Cost
- **Preventive**
 - Prophylaxis (two per 12 month period)..... No Cost
 - Topical Fluoride (to age 19) No Cost
- **Restorative Fillings**
 - Amalgam one surface, primary \$4.00
- **Oral Surgery**
 - Routine extraction \$10.00
 - Impaction:
 - Soft tissue..... \$40.00
 - Completely bony \$75.00
- **Prosthetics**
 - Denture Complete
 - upper/lower \$175.00
 - Crown-resin (lab) \$105.00
 - Crown-porcelain/ceramic \$156.00
- **Periodontics (Gum Treatment)**
 - Root planning, subgingival curettage, per quadrant \$40.00
 - Gingivectomy or gingivoplasty, per quadrant \$100.00
 - Osseous surgery, flap entry and closure, per quadrant \$200.00
- **Endodontics (Root Canal)**
 - Root canal therapy:
 - Single root..... \$80.00
 - Bi-root \$100.00
 - Tri-root \$140.00
- **Orthodontics (Braces)**
 - Class I..... \$1,395.00
 - Class II or Class III \$1,695.00

CARE MUST BE RECEIVED FROM OR ARRANGED BY PLAN DENTIST

Eligibility

The CDHP Dental Plan is available only if you enroll or are currently enrolled in the PacifiCare Plan. You do not have to enroll in the Dental Plan if you take PacifiCare. However, you must enroll in PacifiCare to take the Dental Plan.

Monthly premium

Self Only: \$ 11.60 (per month)
 Self and Family: \$ 25.04 (per month)

Payments for the California Dental Health Plan Dental Program will be made by automatic withdrawal from your checking account via our Pre-Authorized Payment Plan.

How to enroll

You must complete the CDHP Enrollment Form (noting your selected dental provider) and Pre-authorized Payment Plan agreement. If you have any questions regarding the CDHP Dental Plan, please call CDHP's Member Service Department at 1-800-22-TEETH and a representative will be available to assist you.

"SPECS" vision coverage

Exam coverage.....\$5.00 off regular fees
 Single vision lenses* \$28.00 co-payment
 Bi-focal lenses* \$50.00 co-payment
 Frames* (Up to \$54.00 Retail) \$20.00 co-payment
 Contacts, soft daily wear, sphere 20% off regular fee

*8.00 dispensing fee applies

Medicare prepaid plan enrollment - This Plan offers Medicare recipients the opportunity to enroll in the Plan through Medicare. As indicated on page 4, annuitants and former spouses with FEHB coverage and Medicare Part B may elect to drop their FEHB coverage and enroll in a Medicare prepaid plan when one is available in their area. They may then later reenroll in the FEHB Program. Most Federal annuitants have Medicare Part A. Those **without** Medicare Part A may join this Medicare prepaid plan but will probably have to pay for hospital coverage in addition to the Part B premium. **Before** you join the plan, ask whether the plan covers hospital benefits and, if so, what you will have to pay. Contact your retirement system for information on dropping your FEHB enrollment and changing to a Medicare prepaid plan. Contact us at 1-800/322-8877 for information on the Medicare prepaid plan and the cost of that enrollment.

Benefits on this page are not part of the FEHB contract

How to Obtain Benefits

Questions

If you have a question concerning Plan benefits or how to arrange for care, contact the Plan's Member Services Department at 1-800/624-8822 (8:00 am - 8:00 pm, Monday through Friday); TDD number for hearing impaired is 1-800/442-8833, or you may write to the Plan at 5701 Katella Avenue, Cypress, CA 90630-5028. The California Department of Corporations is responsible for regulating health care service plans. The department has a toll-free number (1-800-400-0815) to receive complaints regarding health plans. If you have a grievance against the health plan, you should contact the plan and use the plan's grievance process. If you need the department's help with a complaint involving an emergency grievance or with a grievance that has not been satisfactorily resolved by the plan, you may call the department's toll free telephone number.

Disputed claims review

Plan reconsideration

If a claim for payment or services is denied by the Plan, you must ask the Plan, in writing and within six months of the date of the denial, to reconsider its denial before you request a review by OPM. (This time limit may be extended if you show you were prevented by circumstances beyond your control from making your request within the time limit.) OPM will not review your request unless you demonstrate that you gave the Plan an opportunity to reconsider your claim. Your written request to the Plan must state why, based on specific benefit provisions in this brochure, you believe the denied claim for payment or service should have been paid or provided.

Within 30 days after receipt of your request for reconsideration, the Plan must affirm the denial in writing to you, pay the claim, provide the service, or request additional information reasonably necessary to make a determination. If the Plan asks a provider for information it will send you a copy of this request at the same time. The Plan has 30 days after receiving the information to give its decision. If this information is not supplied within 60 days, the Plan will base its decision on the information it has on hand.

OPM Review

If the Plan affirms its denial, you have the right to request a review by OPM to determine whether the Plan's actions are in accordance with the terms of its contract. You must request the review within 90 days after the date of the Plan's letter affirming its initial denial.

You may also ask OPM for a review if the Plan fails to respond within 30 days of your written request for reconsideration or 30 days after you have supplied additional information to the Plan. In this case, OPM must receive a request for review within 120 days of your request to the Plan for reconsideration or of the date you were notified that the Plan needed additional information, either from you or from your physician or hospital.

This right is available only to you or the executor of a deceased claimant's estate. Providers, legal counsel, and other interested parties may act as your representative only with your specific written consent to pursue payment of the disputed claim. OPM must receive a copy of your written consent with their request for review.

Your written request for an OPM review must state why, based on specific benefit provisions in this brochure, you believe the denied claim for payment or service should have been paid or provided. If the Plan has reconsidered and denied more than one unrelated claim, clearly identify the documents for each claim.

Your request must include the following information or it will be returned by OPM:

- A copy of your letter to the Plan requesting reconsideration;
- A copy of the Plan's reconsideration decision (if the Plan failed to respond, provide instead (a) the date of your request to the Plan or (b) the dates the Plan requested and you provided additional information to the Plan);
- Copies of documents that support your claim, such as physicians' letters, operative reports, bills, medical records, and explanation of benefit (EOB) forms; and
- Your daytime phone number.

Medical documentation received from you or the Plan during the review process becomes a permanent part of the disputed claim file, subject to the provisions of the Freedom of Information Act and the Privacy Act.

How to Obtain Benefits

OPM Review *continued*

Send your request for review to: Office of Personnel Management, Office of Insurance Programs, Contracts Division IV, P.O. Box 436, Washington, DC 20044.

You (or a person acting on your behalf) may not bring a lawsuit to recover benefits on a claim for treatment, services, supplies or drugs covered by this Plan until you have exhausted the OPM review procedure, established at section 890.105, title 5, Code of Federal Regulations (CFR). If OPM upholds the Plan's decision on your claim, and you decide to bring a lawsuit based on the denial, the lawsuit must be brought no later than December 31 of the third year after the year in which the services or supplies upon which the claim is predicated were provided. Pursuant to section 890.107, title 5, CFR, such a lawsuit must be brought against the Office of Personnel Management in Federal court.

Federal law exclusively governs all claims for relief in a lawsuit that relates to this Plan's benefits or coverage or payments with respect to those benefits. Judicial action on such claims is limited to the record that was before OPM when it rendered its decision affirming the Plan's denial of the benefit. The recovery in such a suit is limited to the amount of benefits in dispute.

Privacy Act statement - If you ask OPM to review a denial of a claim for payment or service, OPM is authorized by chapter 89 of title 5, U.S.C., to use the information collected from you and the Plan to determine if the Plan has acted properly in denying you the payment or service, and the information so collected may be disclosed to you and/or the Plan in support of OPM's decision on the disputed claim.

How PacifiCare[®] of California Changes January 1997 *continued*

Do not rely on this page; it is not an official statement of benefits.

Benefit changes

- Under transplant benefits in the "Medical and Surgical Benefits" provision, lung (single or double) has been added to the list of covered transplants. These transplants were previously not shown as covered.
- Supportive and palliative care for a terminally ill member is covered in the home or Hospice facility for up to an 180 day limit per lifetime. Previously, the limit for Hospice care was 120 days per lifetime.
- Accidental injury (dental) benefits now requires a forty-eight (48) hour notice. Previously, there was no time limit.
- Under the Medical and Surgical Benefits provision, chiropractic services are no longer covered.

Clarifications

- Procedures, services, drugs and supplies related to abortions are excluded except when the life of the mother would be endangered if the fetus were carried to term or when the pregnancy is the result of an act of rape or incest.
- The use of a Plan identification card to obtain benefits after you are no longer enrolled in the Plan is a fraudulent action subject to review by the Inspector General.
- Medical data that does not identify individual members may be disclosed as a result of bona fide medical research or education.
- General Information When a family member is hospitalized on the effective date of an enrollment change and continues to receive benefits under the old plan, benefits under the new plan will begin for other family members on the effective date of the new enrollment.
- An enrollee with Self Only coverage who is expecting a baby or the addition of a child may change to a Self and Family enrollment up to 60 days after the birth or addition.
- Annuitants and former spouses with FEHB coverage, and who are covered by Medicare Part B, may join a Medicare prepaid plan if they do not have Medicare Part A, but they will probably have to pay for hospital coverage. They may also remain enrolled under an FEHB plan when they enroll in a Medicare prepaid plan.
- Federal annuitants are not required to enroll in Medicare Part B (or Part A) in order to be covered under the FEHB Program nor are their FEHB benefits reduced if they do not have Medicare Part B (or Part A).
- Temporary continuation of coverage (TCC) for employees or family member who lose eligibility for FEHB coverage includes one free 31-day extension of coverage and may include a second. How these are coordinated has been clarified; notification and election requirements have also been clarified.
- "Conversion to individual coverage" does not require evidence of good health and the plan is not permitted to impose a waiting period or limit coverage for preexisting conditions; benefits and rates under the individual contract may differ from those under the FEHB Program.
- "Non-experimental implants" is now termed "The insertion of internal prosthetic devices".
- The brochure has been clarified to show fertility drugs are covered under Limited Benefits.
- The brochure has been clarified to show that cardiac rehabilitation is provided immediately following heart surgery or myocardial infarction and provided per occurrence rather than per calendar year.
- The brochure has been clarified to show that routine follow-up care following an out-of-area emergency is not covered.
- The brochure has been clarified to show that certain mental health treatments, services and therapies that are not covered.

Other changes

- Enrollees who change their FEHB enrollments using Employee Express may call the Employee Express HELP number to obtain a letter confirming that change if their ID cards do not arrive by the effective date of the enrollment change.
- The Plan will not pay for services required as the result of occupational disease or injury for which any medical benefits are determined by the Office of Workers Compensation Programs (OWCP) to be payable under workers' compensation. The Plan is entitled to be reimbursed by OWCP for services it provided that were later found to be payable by OWCP.
- Disputed claims. If your claim for payment or services is denied by the Plan, and you decide to ask OPM to review that denial, you must first ask the Plan to reconsider their decision. You must now request their reconsideration within six months of the denial (previously, you had one year to do this). This time limit may be extended if you show you were prevented by circumstances beyond your control from making your request within the time limit.
- Providers, legal counsel, and other interested parties may act as your representative in pursuing payment of a disputed claim only with your written consent. Any lawsuit to recover benefits on a claim for treatment, services, supplies or drugs covered by this Plan must be brought against the Office of Personnel Management in Federal court and only after you have exhausted the OPM review procedure.
- The brochure now provides the California Department of Corporations toll-free number (1-800/400-0815).
- The Plan's service area now includes additional Zip codes in the counties of: Mendocino, Monterey, Placer, Riverside, San Bernardino, and San Luis Obispo.

Summary of Benefits for PacifiCare® of California, Inc. — 1997

Do not rely on this chart alone. All benefits are provided in full unless otherwise indicated subject to the limitations and exclusions set forth in the brochure. This chart merely summarizes certain important expenses covered by the Plan. If you wish to enroll or change your enrollment in this Plan, be sure to indicate the correct enrollment code on your enrollment form (codes appear on the cover of this brochure). **ALL SERVICES COVERED UNDER THIS PLAN, WITH THE EXCEPTION OF EMERGENCY CARE, ARE COVERED ONLY WHEN PROVIDED OR ARRANGED BY PLAN PHYSICIANS.**

Benefits	Plan pays/provides	Page
Inpatient care	Hospital Comprehensive range of medical and surgical services with no dollar or day limit. Includes in-hospital physician care, room and board, general nursing care, private room and private nursing care if medically necessary, diagnostic tests, drugs and medical supplies, use of operating room intensive care and complete maternity care. You pay nothing	13
	Extended care All necessary services, up to 100 consecutive days per disability. You pay nothing	13
	Mental Conditions Diagnosis and treatment of acute psychiatric conditions for up to 30 days of inpatient care per year. You pay nothing	15
	Substance Abuse Covered under mental conditions	15
Outpatient care	Comprehensive range of services such as diagnosis and treatment of illness or injury, including specialist's care; preventive care, including well-baby care, periodic check-ups and immunizations, as recommended by the American Academy of Pediatrics; laboratory tests and X-rays; complete maternity care. You pay \$5 copay per office visit; \$5 copay per house call by a physician.....	11
	Home health care All necessary visits by nurses and home health aids. You pay a \$5 copay per visit	11
	Mental conditions Up to 40 outpatient visits per year. You pay varying copays.....	15
	Substance Abuse Covered under mental conditions	16
Emergency care	Reasonable charges for services and supplies required because of a medical emergency. You pay a \$35 copay for each emergency room or urgent care center visit and any charges for services that are not covered benefits of this Plan	14
Prescription drugs	Drugs prescribed by a Plan physician and obtained at a participating pharmacy. You pay \$5 copayment for generic and a \$10 copayment for brand name drugs per prescription unit or refill; mail order drugs are also covered (see page 16)	16
Dental care	Accidental injury benefit. You pay nothing	17
Vision care	One refraction annually. You pay a \$5 copay per visit.....	17
Out-of-pocket maximum	Copayments are required for a few benefits; however, after your out-of-pocket expenses reach a maximum of \$800 per individual or up to \$2,400 per Family per calendar year, covered benefits will be provided at 100%. This copay maximum does not include prescription drugs and preventive dental care benefits	8