



# HealthWorx HMO

## 2019 Evidence of Coverage

Last Updated 10/25/2019



## **Our Member Services department Is Available to Help You**

Call us at **1-800-750-4776** (toll free)  
or **650-616-2133**

Hearing Impaired:  
**TTY 1-800-735-2929** or dial **7-1-1**

Monday-Friday:  
**Phone** 8:00am-6:00pm  
**Office hours** 8:00am-5:00pm

### **Large-print Request**

If you would like a large-print copy of this book, please call Member Services

### **Privacy Statement**

Health Plan of San Mateo ensures the privacy of your medical record. For questions and more information, please call Member Services.

## **Nuestra Unidad de Servicios al Miembro está disponible para ayudarlo**

Llámenos al **1-800-750-4776** (número telefónico gratuito) o al **650-616-2133**

Miembros con dificultades auditivas:  
**TTY 1-800-855-3000** o marque el **7-1-1**

De lunes a Viernes:  
**Por teléfono** 8:00am-6:00pm  
**Horario de oficina** 8:00am-5:00pm

### **Solicitud de impresión en caracteres grandes**

Si desea una copia de este manual en letra grande, llame al Departamento de Servicios al Miembro.

### **Declaración de privacidad**

El Health Plan of San Mateo garantiza la privacidad de su registro médico. Si tiene alguna pregunta o desea obtener más información, llame a Servicios al Miembro.

## **我們的會員服務部可為您提供協助**

請撥打我們的電話 **1-800-750-4776** (免費)  
或 **650-616-2133**

有聽力障礙者：  
**TTY 1-800-735-2929** 或撥 **7-1-1**

星期一到星期五  
電話：上午 8:00 至晚上 6:00  
辦公室服務時間：上午 8:00 至下午 5:00

### **大字版需求**

若您需要本手冊的大字版，請致電會員服務部

### **隱私權聲明**

聖馬刁健康計劃 (HPSM) 會為您保密病歷資訊。  
如有疑問或需要更多資訊，請致電會員服務部

## **Handa kayong Tulungan ng aming Yunit para sa mga Serbisyo sa mga Miyembro**

Tawagan kami sa **1-800-750-4776**  
(walang bayad) o sa **650-616-2133**

May Kapansanan sa Pandinig:  
**TTY 1-800-735-2929** o i-dial ang **7-1-1**

Lunes hanggang Biyernes  
Telepono: 8:00 a.m. hanggang 6:00 p.m.  
Mga oras ng opisina: 8:00 a.m.  
hanggang 5:00 p.m.

### **Paghiling para sa Pagkakalimbag na may Malalaking Letra**

Kung gusto ninyong makakuha ng librong ito na malalaki ang mga letra sa pagkakalimbag, mangyaring tawagan ang mga Serbisyo para sa mga Miyembro

### **Pahayag tungkol sa pagiging pribado ng impormasyon**

Tinitiyak ng Health Plan of San Mateo ang pagiging pribado ng inyong medikal na rekord. Para sa karagdagang katanungan at impormasyon, mangyaring tawagan ang Mga Serbisyo para sa mga Miyembro.

## **NOTICE OF PRIVACY PRACTICES**

Effective: April 14, 2003

Revised: May 1, 2018

**THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED. THIS NOTICE ALSO DESCRIBES HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.**

### **Why Am I Receiving this Notice?**

Health Plan of San Mateo (HPSM) understands that health information about you is personal. We are committed to protecting your health information. This notice contains a summary of HPSM's privacy practices and your rights relating to health information. This notice only covers HPSM's privacy practices. Your doctor may have different policies or notices regarding the use and disclosure of your health information created in the doctor's office.

### **We Are Required by Law to:**

- Make sure that your health information is kept private
- Give you this notice of our legal duties and privacy practices about your health information
- Follow the terms of the notice that is currently in effect

### **How We May Use and Share Your Health Information**

Your information may be used or shared by HPSM only for treatment, payment and health care operations associated with the particular program you are enrolled in. The information we use and share includes, but is not limited to:

- Your name
- Address
- Personal facts
- Medical care given to you
- The cost of your medical care
- Your medical history

## Some Examples of When We May Use or Share Your Health Information

- **For Treatment:** You may need medical treatment that needs to be approved ahead of time. We will share your health information with doctors, hospitals and others in order to get you the care you need.
- **For Payment:** We use your health information to pay doctors, hospitals and others who have provided you medical care. We may also forward bills to other health plans or organizations for payment.
- **For Health Care Operations:** We may use your health information to check the quality of care you receive. We may also use this information in audits, programs to stop fraud and abuse, financial and organizational planning, and general administration.
- **For Business Associates:** We may use or share your health information to an outside company that assists us in operating our health plan.

## Other Uses for Your Health Information

- **Health Benefits or Services:** We may use and share health information to tell you about HPSM's benefits or services that may be of interest to you through HPSM's Health Education Programs.
- **Payment Decisions:** You or your doctor, hospital, or other health care provider may appeal decisions made about payment for your health care. Your health information may be used to make these appeal decisions.
- **Oversight Activities:** We may share your health information with health oversight agencies for activities authorized by law. These oversight activities may include audits, investigations, inspections, licensure activities, or disciplinary actions. These activities are necessary for the government to monitor HPSM's compliance with laws and regulations.
- **Individuals Involved in Your Care:** We may share information with people involved in your health care, or with your personal representative.
- **Workers Compensation:** We may share health information about you for Workers Compensation or similar programs. These programs provide benefits for work-related injuries or illnesses.

- **Coroners, Medical Examiners, and Funeral Directors:** We may share the health information of members who are deceased to coroners, medical examiners or funeral directors to enable them to perform their duties.
- **Organ and Tissue Donations:** We may share your health information with organizations that obtain, bank or transplant organs or tissue donations.
- **Public Health Activities:** We may share your health information for public health activities. These activities may include, but are not limited to the following:
  - To prevent or control disease, injury or disability
  - To report births and deaths
  - To report child abuse or neglect
  - To report problems with medications and other medical products
  - To notify people of recalls of products they may be using
  - To notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition
- **Law Enforcement or Legal Proceedings:** We may share health information if required to do so by a law enforcement official, in response to a court order or warrant, and if requested by authorized federal officials for national security activities authorized by law. We may also share your health information in response to a subpoena or other lawful process, but only if efforts have been made to notify you of the request or to obtain an order protecting the information requested.
- **50 Years After Death:** We may share the health information of deceased members to any agency if the member has been deceased for more than 50 years.

### **When Written Permission is Needed**

If we want to use your health information for any purpose not listed above, we must first get your written permission. If you give us your permission, you may take it back in writing at any time.

### **Your Privacy Rights**

You have the following rights regarding your health information that we store:

- **Right to Request Restrictions.** You have the right to request a restriction or limitation on how we use or share your health information. In your request, you must tell us:
  1. What information you want to limit;

2. Whether you want to limit our use of information, sharing of information, or both; and
3. To whom you want the limits to apply.

To request restrictions, you must make your request in writing. See page 6 for instructions regarding where to send such requests.

**Note: *We are not required to agree to your request.*** If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment.

- **Right to Request Confidential Communications:** You have the right to request that we contact you privately and with special handling. For example, you can ask that we contact you at a different address, only by telephone, or only while you're at work.

We will not ask you for the reason for your request. We will make every effort to accommodate reasonable requests. Your request must specify how or where you wish to be contacted. To request special handling in the way you are contacted, you must make your request in writing. See page 6 for instructions regarding where to send such requests.

- **Right to Access Your Health Information:** You have the right to obtain a copy of certain health information that HPSM maintains in its records. In general, this includes health and billing records. You will have to contact your doctor for a copy of your medical record. You may be charged a fee for the costs of copying and mailing records. To get a copy of health information that we maintain, you must submit your request in writing. See page 6 for instructions regarding where to send such requests.

We may deny your request to obtain a copy in certain cases. If you are denied access to health information, we will tell you the reason why in writing. If denied access, you may request that the denial be reviewed. The person conducting the review will not be the person who denied your original request. We will comply with the outcome of the review.

- **Right to an Accounting of Disclosures:** You have the right to ask for a list of the times we have shared your health information with other parties. We call this an accounting of disclosures. We will include all disclosures, except for those about treatment, payment, and health care operations. We will also be unable to provide a list of certain other disclosures, such as those made to law enforcement or when we have provided you your own health information after you asked for it.



We are only able to provide you with a list of disclosures going back up to 6 years from the date of your request.

- **Right to Receive a Copy of this Privacy Notice:** You can ask for a paper copy of this notice at any time. This notice is also available on our website at [www.hpsm.org](http://www.hpsm.org)
- **Right to Amend Your Health Information:** If you feel that health information we have about you is wrong or incomplete, you may ask us to amend the information. You have the right to request an amendment only on those records we maintain. For example, we cannot amend or change your doctor's records.  
We are not required to amend health information that:
  - Was not created by HPSM;
  - Is not part of the information we maintain;
  - Is not part of the information which you would be allowed to obtain a copy of; or
  - Is correct and complete.

If HPSM denies your request to amend your health information, we will notify you in writing. You will also receive a written explanation of why your request was denied. If we don't make the changes you request, you may ask that we review our decision. You may also provide a statement saying why you disagree with our records, and your statement will be kept with your records. Please see page 6 for instructions regarding where to send requests for amendment.

- **Right to Receive Notice of a Breach:** A breach occurs when protected health information is obtained, used or revealed in a way that violates relevant privacy laws. HPSM is required to inform you of any such incident within 60 days of discovering that the privacy of your information has been violated. The Secretary of the U.S. Department of Health & Human Services, and in certain circumstances the media, may also have to be notified.

The notice of the breach that you receive will include a description of what happened, the types of information that were involved in the breach, and the steps that you should take to protect yourself from potential harm. The notice will also tell you what HPSM is doing to investigate the situation and minimize harm to you, and to prevent breaches from occurring again.

### **Changes to This Notice**

We reserve the right to change this notice. We reserve the right to make the revised notice effective for all health information we already have about you as well as any information we receive in the future. You can find the effective date of the Notice at the top of the first page. In addition, each time there are changes to the notice, we will notify you through the mail within 60 days. We will also post a copy of the current notice on our website at [www.hpsm.org](http://www.hpsm.org).

**Contact Us:**

If you believe your privacy rights have been violated, you may file a grievance with HPSM. You may also contact the U.S. Department of Health and Human Services to file a complaint.

Health Plan of San Mateo Attn:  
Grievance & Appeals Unit 801  
Gateway Blvd., Suite 100  
South San Francisco, CA 94080  
**1-888-576-7227 or 650-616-2850**

Secretary of the U.S. Department of Health and Human Services  
Office for Civil Rights  
Attn: Regional Manager  
90 7<sup>th</sup> St., Suite 4-100  
San Francisco, CA 94103  
**1-800-368-1019 or 1-800-537-7697 (TDD)**

You will not be penalized for filing a grievance.

For requests pertaining to your rights as listed in this notice, please send written requests to:

Health Plan of San Mateo  
Attn: Privacy Officer  
801 Gateway Blvd., Suite 100  
South San Francisco, CA 94080

If you request a copy of your health information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request. We will notify you of the cost involved and you may choose to withdraw or change your request at that time before it is processed.

If you have questions about this Notice, please contact Member Services. They are available to serve you Monday through Friday, 8:00 a.m. to 6:00 p.m. at **1-800-750-4776** or **650-616-2133**. Members with hearing or speech impairments can use the California Relay Service (CRS) at **1-800-735-2929** (TTY) or dial **7-1-1**.



## Health Plan of San Mateo Nondiscrimination Notice

The Health Plan of San Mateo (HPSM) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. HPSM does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### HPSM:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact Member Services.

If you believe that HPSM has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with:

#### Member Services

801 Gateway Blvd., Suite 100

South San Francisco, CA 94080

Toll Free: **1-800-750-4776** Local: **650-616-2133**

TTY: **1-800-735-2929**

Fax: **650-616-8581**

You can file a grievance in person or by mail, fax, or phone. If you need help filing a grievance, Member Services staff are available to help you.

You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights, electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services

200 Independence Avenue, SW

Room 509F, HHH Building

Washington, D.C. 20201

1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**English:**

ATTENTION: If you speak other languages other than English, language assistances services, free of charge, are available to you. Call **1-800-750-4776** (TTY: **1-800-735-2929**).

**Spanish:**

ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-800-750-4776** (TTY: **1-800-855-3000**).

**Chinese:**

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 **1-800-750-4776** (TTY: **1-800-735-2929**)。

**Tagalog:**

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa **1-800-750-4776** (TTY: **1-800-735-2929**).

**Russian:**

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-800-750-4776** (телетайп: **1-800-735-2929**).

**Arabic:**

تنبيه: إذا كنت تتحدث اللغة العربية، فسوف تتوفر لك خدمات المساعدة اللغوية مجاناً. اتصل على الرقم **1-800-750-4776** (رقم هاتف الصم والبكم: **1-800-735-2929**).

**Armenian:**

ՈՒՇԱԴՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ անվճար կարող են տրամադրվել լեզվական օգնությունների ծառայություններ: Ջանգահարեք **1-800-750-4776** (TTY (հեռատիպ)՝ **1-800-735-2929**):

**Cambodian:**

សម្គាល់៖ ៖ សិនបើអ្នកនិយាយភាសាខ្មែរ អ្នកអាចប្រើសេវាជំនួយភាសា ខ្មែរដើម្បី ឥតគិតថ្លៃ។ សូមទូរស័ព្ទទៅលេខ **1-800-750-4776** (TTY: **1-800-735-2929**)។

**Farsi:**

توجه: اگر به زبان فارسی صحبت می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با شماره **1-800-750-4776** (خط تله تایپ: **1-800-735-2929**) تماس بگیرید.

**Hmong:**

LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau **1-800-750-4776** (TTY: **1-800-735-2929**).

**Hindi:**

ध्यान दें: यदि आप अंग्रेजी के अलावा कोई अन्य भाषा बोलते हैं तो आपके लिए मुफ्त में भाषा सहायता सेवाएं उपलब्ध हैं। **1-800-750-4776 (TTY: 1-800-735-2929)** पर कॉल करें।

**Japanese:**

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。

**1-800-750-4776 (TTY: 1-800-735-2929)** まで、お電話にてご連絡ください。

**Korean:**

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다.

**1-800-750-4776 (TTY: 1-800-735-2929)** 번으로 전화해 주십시오.

**Punjabi:**

ਧਿਆਨ ਦਿਓ: ਜੇ ਤੁਸੀਂ ਘੱਲੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। **1-800-750-4776 (TTY: 1-800-735-2929)** 'ਤੇ ਕਾਲ ਕਰੋ।

**Thai:**

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร **1-800-750-4776 (TTY: 1-800-735-2929)**.

**Vietnamese:**

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số **1-800-750-4776 (TTY: 1-800-735-2929)**.

**Laotian:**

ໂປດຊາບ: ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີ ພ້ອມໃຫ້ທ່ານ. ໂທ **1-800-750-4776 (TTY: 1-800-735-2929)**.



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# **The Health Plan of San Mateo HealthWorx HMO Program Member Handbook And Evidence Of Coverage**

## **Introduction**

**YOU HAVE THE RIGHT TO REVIEW THIS EVIDENCE OF COVERAGE PRIOR TO ENROLLMENT.**

## **Welcome**

We are very pleased to welcome you to HealthWorx HMO and the Health Plan of San Mateo (HPSM).

It is important to us that you understand how the Health Plan of San Mateo (HPSM) works so you get the health care you need. This Handbook and Evidence of Coverage has important information about your benefits, how to get care, and how to get answers to questions you may have.

The Health Plan of San Mateo is located at 801 Gateway Blvd., Suite 100, South San Francisco, CA 94080. If you need assistance or would like more information regarding the HealthWorx HMO Program, call a Health Plan of San Mateo Member Services Representative. Members' toll-free number for questions, problems or help in choosing a doctor is **1-800-750-4776** or **650-616-2133**. Members with hearing and or speech impairments can use the California Relay Services (CRS) at **1-800-735-2929** or dial **7-1-1**. The Member Services Call Center hours are Monday through Friday 8:00 a.m.–6:00 p.m., Our office hours are Monday through Friday 8:00 a.m.–5:00 p.m.

## **About The Health Plan of San Mateo**

The Health Plan of San Mateo is a managed care plan that contracts with the San Mateo County Public Authority, and the City of San Mateo, to manage the health care of those who are eligible for HealthWorx HMO. Getting your health care from a managed care plan may be new to you, so it is very important that you **READ** the Member Handbook and Evidence of Coverage, and any inserts or attachments **CAREFULLY**. You will learn:

- How to choose a doctor or change your doctor;
- How to receive care;
- What your benefits are; and
- What to do if you have a question or a problem.

The Health Plan of San Mateo makes personal, cost effective, and convenient health care available for you. HPSM works to meet your health care needs through a network of qualified medical groups, clinics, hospitals, pharmacies, and other health care providers located throughout San Mateo County.

As an HPSM Member, your health care needs will be managed by the Primary Care Physician you select from among the many physicians who are part of the Health Plan. Your Primary Care Physician will take care of most of your health care needs, including preventive care such as checkups, immunizations, and PAP smears for women. Your Primary Care Physician will refer you to Specialists when necessary and will make arrangements for hospitalization when required.

Each HPSM Member may choose his or her own Primary Care Physician. The name and telephone number of your Primary Care Physician will be listed on your Health Plan of San Mateo Identification (ID) Card.

If you need to go to a hospital, you will usually be admitted to the hospital where your Primary Care Physician is on staff or has arrangements to admit you. The hospitals where HPSM doctors work are listed in your Provider List.

HealthWorx HMO is an insurance plan that covers:

- In-Home Supportive Services (IHSS) Workers employed by the San Mateo County Public Authority (SMCPA)
- Part-Time Employees of the City of San Mateo
- Specific program information may differ depending on the worker's employer. These differences are noted.

## **Premiums, Eligibility, Enrollment, Termination for In-Home Supportive Services (IHSS) Workers**

### **Premium Contributions**

Members are entitled to health care coverage only for the period for which the Health Plan of San Mateo has received the appropriate Premiums from the San Mateo County Public Authority. You are responsible for a monthly premium contribution. The San Mateo County Public Authority will tell you the amount and arrange for you to pay your contribution through a payroll deduction.

### **Who Is Eligible?**

The San Mateo County Public Authority (SMCPA) is required to inform you about their eligibility requirements. To enroll, you must meet SMCPA requirements that HPSM has approved, and you must live or work in our Service Area, which is San Mateo County. **You also must not be covered by other health insurance.** The Service Area is described in the "Definitions" section of this HealthWorx HMO Member Handbook and Evidence of Coverage. In addition, you must meet the Member eligibility requirements below.

You are eligible to enroll as a Member if:

1. You are an In-Home Supportive Services Worker under the San Mateo County Public Authority (SMCPA) who works a specified number of hours as determined by SMCPA; and
2. You do not have other health coverage, including Medicare; and
3. SMCPA has openings available to add Members to the HealthWorx HMO Program.

### **Enrollment**

You may apply for health coverage by submitting a Health Plan-approved enrollment application to The Public Authority. The Public Authority will notify you when the eligibility requirements have been met and of your effective date of coverage. Membership begins at 12:01 a.m. on the effective date.

If you have questions about enrollment or would like another copy of these enrollment materials, please contact the Public Authority at:

Public Authority for IHSS  
225 37th Ave.  
San Mateo, CA 94403  
**650-573-3773**

### **Termination of Coverage**

A Member's coverage will be terminated if:

1. The San Mateo County Public Authority fails to pay the Member's premium in accordance with the Group Agreement;; or
2. The Member no longer lives or works in San Mateo County; or
3. The Member is found to have other health coverage.

The San Mateo County Public Authority will provide written notification to the Member no less than thirty (30) days prior to the effective date of termination. The notice will be in writing and sent by regular U.S. Mail to the Member's address on file with the San Mateo County Public Authority. The notice will clearly indicate the last day of coverage.

## **Premiums, Eligibility, Enrollment, Termination, For City Of San Mateo Part-Time Employees**

### **Premium Contribution**

Members are entitled to health care coverage only for the period for which the Health Plan of San Mateo has received the appropriate Premium from the City of San Mateo. You are responsible for a monthly premium contribution. The City of San Mateo will tell you the amount you must pay and will arrange for you to pay your contribution through a payroll deduction. If your payroll contribution is insufficient to cover your portion of the monthly premium, the City will take the amount out of your subsequent paycheck. Questions about premium payment should be directed to the City of San Mateo's Finance Department-Payroll division.

### **Who Is Eligible?**

The City of San Mateo is required to inform you of their eligibility requirements. To enroll you must meet the City's eligibility requirements and live or work in our Service Area, which is San Mateo County. These include working for the City of San Mateo either as a SEIU Non-Merit Part-Time Worker or SEIU Library Per Diem Worker. You must meet specified number of hours worked. To remain eligible, you must pay your portion of the monthly Premium.

If you have any questions about eligibility, please call the Service Employees International Union at **650-779-9910** or **1-877-734-8521**.

### **Enrollment**

The SEIU will let you know whether you are eligible and your effective date of coverage. SEIU will also notify you when the open enrollment period begins and ends. If eligible, you will only be able to enroll during the open enrollment period. Those Per Diem Workers who become eligible during the benefit year will, however, be able to enroll by submitting an HPSM-approved enrollment application to SEIU.

If you have questions about enrollment, please contact the SEIU at:

Service Employees International Union, Local 521  
981 Industrial Road, Ste A  
San Carlos, CA 94070  
English: **650-801-3501**  
Spanish: **650-801-3502**  
Chinese: **650-801-3503**

### **Termination of Coverage**

A Member's coverage will be terminated if the City of San Mateo fails to pay for the Member's Premium in accordance with the Contract with HPSM. The City of San Mateo will provide you written notification prior to the effective date of termination. The notice will be in writing and sent by regular U.S. Mail to the Member's address on file with the City of San Mateo. The notice will clearly indicate the last day of coverage.

**Continuation Of Group Coverage Under Federal Or State Law—Cobra Health Benefits under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA).**

If you reside in San Mateo County or lost your coverage due to reduction of hours and maintaining continued health coverage is important to you, you may be able to continue your coverage under HealthWorx HMO. The coverage can continue at your expense for up to 36 months in accordance with federal and state COBRA laws after you would otherwise lose eligibility due to either termination or a reduction in hours (to fewer than 35 hours/month). If you qualify for COBRA, the San Mateo County Public Authority or the City of San Mateo's third party administrator (TLC) will send you an enrollment form for continued coverage through COBRA with a letter notifying you of the opportunity to continue your HealthWorx HMO benefits. You must complete the enrollment form and return it to the San Mateo County Public Authority or TLC for the City of San Mateo, no later than 60 days from the date of the letter. Monthly premiums for COBRA are payable to the San Mateo County Public Authority or, for the City of San Mateo, TLC by the 23rd of the month prior to the month coverage will be effective. Your initial payment for continued coverage through COBRA will be due no later than forty-five days after you have signed, dated, and submitted your enrollment form. If you have any questions about COBRA, you should contact the San Mateo County Public Authority at **650-573-3900** Ext. 3649 or TLC for the City of San Mateo at **510-795-0103**.

Generally, COBRA coverage is available for up to 18 months. However, if you are disabled at any time during the first 60 days of COBRA coverage, you may be eligible for up to 29 months of COBRA Coverage. Please be aware that any break in coverage for more than sixty-three days may cause a loss of coverage portability.

**Extension of COBRA Benefits through Cal-COBRA**

Under California law, if you have exhausted continuation coverage under COBRA and were entitled to less than 36 months, you may be eligible for up to an additional 18 months of continuation coverage (through "Cal-COBRA"). The San Mateo County Public Authority or TLC for the City of San Mateo, will send you a letter of notice and an enrollment form regarding the opportunity for continuation coverage under Cal-COBRA if you are no longer eligible for federal COBRA. You should receive this notice at least 90 calendar days prior to the termination of your coverage under federal COBRA. When you have completed the enrollment form, return it to HPSM. If you have any questions about the enrollment form, or need assistance completing it, please contact the San Mateo County Public Authority or TLC for the City of San Mateo. Enrollment forms for Cal-COBRA are due at least 30 calendar days prior to the termination of your federal COBRA benefits. The premium for coverage under Cal-COBRA is payable to HPSM by the 23rd of the month prior to the month coverage will be effective.

## **Member Services**

For help in other languages, call **1-800-750-4776**. Members may also reach the Member Services Department at **650-616-2133**.

If you do not speak or read English well, you may get help in the following ways:

- HPSM staff speak several languages, including Spanish and Tagalog. The Member Services staff is available from 8:00 a.m. to 6:00 p.m. Monday through Friday at **1-800-750-4776** or **650-616-2133** to answer questions, solve problems, or help you choose a doctor.
- You can see doctors who speak your language. The HealthWorx HMO Provider List has information about languages spoken in each office, office locations and hours available for appointments, including evening and weekend hours. The Member Services staff can help you choose doctors if you need help or have questions.
- Free interpreter services are available by phone. You do not have to use family or friends as interpreters.
- Sign language interpreters are also available. You do not have to use family or friends as interpreters.
- You can request HealthWorx HMO documents in other languages.

## **Physical Access**

The Health Plan of San Mateo has made every effort to ensure that our offices and the offices and facilities of HPSM providers are accessible to the disabled. If you are not able to locate an accessible provider, please call our toll-free Member Services number at **1-800-750-4776** or **650-616-2133** and a Member Services Representative will help you find an alternate provider.

## **Access for the Hearing Impaired**

The hearing impaired may contact our Member Services Representatives through the California Relay Service. TTY users should call **1-800-735-2929** or dial **7-1-1**. Spanish speaking users should call **1-800-835-3000**. HPSM also offers free sign language interpretation. We can arrange for a sign language interpreter to go with you to your appointments if you let us know at least five (5) days in advance. You do not need to use friends or family members to interpret for you.

## **Access for the Vision Impaired**

This Member Handbook and Evidence of Coverage (EOC) and other important HealthWorx HMO materials will be made available in alternate formats for the vision impaired. Large print and enlarged computer disk formats are available. For alternate formats, or for direct help in reading the Member Handbook and EOC and other materials, please call a Member Services Representative at **1-800-750-4776** or **650-616-2133**.

## **Americans with Disabilities Act of 1990**

The Americans with Disabilities Act of 1990 (ADA) prohibits HPSM and its contractors from discrimination on the basis of disability. This Act protects you from discrimination in HPSM's services because of a disability. If you feel you have been discriminated against because of a disability, please call HPSM and ask to speak to a Member Services Representative at **1-800-750-4776** or **650-616-2133**. Members with hearing and or speech impairments can call TTY: **1-800-735-2929**, or dial **7-1-1** (California Relay Service).

## **How to Use this Member Handbook and Evidence Of Coverage**

Please read the entire Member Handbook and Evidence of Coverage. Many of the sections go together; so, if you read just one or two sections you may not have complete information about HealthWorx HMO.

Many words used in the Member Handbook and Evidence of Coverage have special meanings. These words are defined in Section 1, Definitions, and appear in this booklet with capital first letters. Refer to the Definitions to help you understand a Member's benefits, rights and responsibilities under the Health Plan of San Mateo, HealthWorx HMO Program. From time to time, the Health Plan's contract with the San Mateo County Public Authority or City of San Mateo may be changed. If that happens, a new Evidence of Coverage or an Amendment of this Evidence of Coverage will be sent to you. Please keep your copy of the most current Evidence of Coverage in a safe place.

### **If You Have Questions**

The information in your HealthWorx HMO Member Handbook and Evidence of Coverage and new member packet should answer most of your questions about your health care benefits. If you have other questions about the Health Plan of San Mateo or about your benefits or your rights with HPSM, always feel free to contact a Member Services Representative at **1-800-750-4776** or **650-616-2133**. Members with hearing and or speech impairments can call TTY: **1-800-735-2929**, or dial **7-1-1** (California Relay Service).



# Section 1

## Definitions

**Active Labor** means labor when there is inadequate time to safely transfer the member to another hospital prior to delivery or when transferring the member may pose a threat to the health and safety of the member or the unborn child.

**Acute Condition** means 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.

**Amendment** means a written description of any changes to the HealthWorx HMO contract that the Health Plan of San Mateo (HPSM) will send to Members when such changes affect the Evidence of Coverage. These changes should be read and then be attached to your Evidence of Coverage.

**Anniversary Date** means the date each year that is the same as the day and month a Subscriber's HealthWorx HMO coverage began.

**Applicant** means a person applying for HealthWorx HMO coverage for himself or herself.

**Authorization** means approval granted by the Primary Care Physician or HPSM usually in advance of the rendering of a service to a Member.

**Behavioral health treatment** means professional services and treatment programs that meet specific criteria, prescribed by a physician or developed by a psychologist, including applied behavior analysis and evidence-based behavior intervention programs that develop or restore, to the maximum extent practicable, the functioning of an individual with pervasive developmental disorder or autism.

A treatment plan is required and is reviewed periodically using evidence-based practices to meet treatment goals and objectives. The treatment must be provided under a treatment plan prescribed by a qualified autism service provider, administered by one of the following:

- A qualified autism service provider.
- A qualified autism service professional supervised and employed by the qualified autism service provider.
- A qualified autism service paraprofessional supervised and employed by a qualified autism service provider.

**Benefits or Coverage or Covered Service(s)** means the health care services provided to HealthWorx HMO Members, subject to the terms, conditions, limitations and exclusions of the HealthWorx HMO Contract and as shown in the Member's Evidence of Coverage and its Amendments.

**Benefit Year for IHSS Workers** means a twelve (12) month period starting from the effective date of the employer's HealthWorx HMO coverage. Coverage begins on the 1st of the month.

**Benefit Year for City of San Mateo Employees** means a twelve (12) month period starting from the effective date of the employer's HealthWorx HMO coverage. Coverage begins on the 1st of the month.

**California Children's Services (CCS)** is a case management and insurance program for children with certain disabling medical conditions.

**Clinic** is a place where a team of doctors, nurses and other providers treat patients on an outpatient basis.

**Co-payment** means an amount a Member must pay for certain Benefits, usually at the time of a medical appointment.

**Coverage Decision** means the approval, modification, or denial of health care services by HPSM or its contracting providers based on a finding that a particular service is included or excluded as a covered benefit under the terms and conditions of the benefit plan.

**DMHC** means the Department of Managed Health Care.

**Disputed Health Care Service** means any health care service eligible for coverage and payment that has been denied, modified, or delayed based on a decision by HPSM or its contracting providers that the service is not medically necessary.

**Emergency Medical Care** means those services required to relieve a medical condition that causes severe pain, or serious illness or injury, including Active Labor, which a prudent lay person (a careful or cautious non-medical person) believes could reasonably expect without speedy medical care to result in:

- i) placing the health of an individual (or, in the case of a pregnant woman, the health of the woman or her unborn child) in serious danger,
- ii) causing serious impairment to the Member's bodily functions, or
- iii) causing serious dysfunction of any of the Member's bodily organs or parts.

**Emergency Services and Care** include psychiatric screening, examination, evaluation, and treatment by a physician or other personnel to the extent permitted by applicable law and within the scope of their licensure and privileges.

**Emergency Services** are provided both in and out of HPSM's service area and in and out of HPSM's participating facilities.

**Formulary** means the list of medications approved by HPSM that may be prescribed without prior authorization.

**Grievance** is a written or oral expression of dissatisfaction regarding the plan and/or provider, including quality of care concerns, and shall include a complaint, dispute, requests for reconsideration or appeal made by a Member or the Member's representative. Where the plan is unable to distinguish between a grievance and an inquiry, it shall be considered a grievance.

**Health Plan or HPSM** mean the Health Plan of San Mateo.

**HealthWorx HMO Program** means the health insurance program under Section 14087.51 of the California Welfare and Institution Code for eligible In-Home Supportive Services (IHSS) workers whose employer of record is the San Mateo County Public Authority; or Part Time Employees whose employer of record is the City of San Mateo.

**Identification Card** means the card issued by the Health Plan to each Member. This card should be presented to all Providers whenever the Member needs care.

**Investigational Services** means those drugs, equipment, and procedures that were experimental at one time, but are now tested in humans. Investigational services may be covered if the following conditions are met:

- You have a life-threatening or seriously debilitating condition, and
- Standard therapies have not been effective, or are not appropriate, or there is no standard therapy covered by HPSM that is more beneficial than the therapy being proposed.

**Life Threatening** means diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted.

**Medical Emergency** [See Emergency Medical Care].

**Medical Group** means a group of professionals including physicians, clinics, hospitals, and other health care professionals under contract with the Health Plan of San Mateo to arrange for and provide health care services to Members.

**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;
3. Not primarily for the convenience of the patient, Physician, or other health care provider; and
4. 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.

**Medicare** is the federal health insurance program for people 65 years of age or older, some people under age 65 with certain disabilities, and people with End-Stage Renal Disease (generally those with permanent kidney failure who need dialysis or a kidney transplant).

**Member** means a person determined eligible for HealthWorx HMO Coverage who enrolls in the Health Plan of San Mateo.

**Participating Hospital** means a licensed hospital that is a Participating Provider.

**Participating Provider** means a physician, clinic, hospital, hospice, or other health care professional or facility under contract with the Health Plan of San Mateo to arrange for and provide health care services to Members.

**Premium** means the monthly contribution made by the San Mateo County Public Authority or City of San Mateo to the Health Plan of San Mateo for a HealthWorx HMO Member.

**Pharmacy Benefits Manager (PBM)** is a third-party administrator of a health plan's prescription drug program that is mainly responsible for authorizing and paying prescription drug claims. PBMs assist the health plan with development and maintenance of drug formularies, contracts with pharmacies, and negotiate discounts and rebates with drug manufacturers.

**Primary Care Physician or PCP** is the doctor you select or are assigned to who provides all your basic care at the time you join the Health Plan of San Mateo. Your Primary Care Physician is your regular doctor and is always the first doctor you see. Your PCP is responsible for setting up referrals for specialist care if you need it, and for knowing about your health situation.

**Provider List** is a list of Participating Providers including doctors, clinics, hospitals, and other specialty providers.

**Reconstructive Surgery** is medically necessary reconstructive surgical services performed on abnormal structures of the body caused by congenital defects, developmental anomalies, trauma, infection, tumors or disease and are performed to improve function or create a normal appearance to the extent possible. This benefit includes reconstructive surgery to restore and achieve symmetry incident to mastectomy.

**Referral** means your Primary Care Physician will refer, or send you, to a Specialist who is a Participating Provider when you need special care.

**San Mateo County Public Authority (SMCPA) Contract** means the Agreement signed by the Health Plan of San Mateo and the San Mateo County Public Authority that sets forth the benefits, exclusions, payments, administration and other conditions under which HPSM will provide HealthWorx HMO services to Members of the Health Plan of San Mateo.

**City of San Mateo Contract** means the Agreement signed by the Health Plan of San Mateo and the City of San Mateo that sets forth the benefits, exclusions, payments, administration and other conditions under which HPSM will provide HealthWorx HMO services to Members of the Health Plan of San Mateo.

**Service Area** means the geographic area served by the Health Plan of San Mateo and approved by the State of California Department of Managed Health Care (DMHC). San Mateo County is the designated Service Area of the Health Plan of San Mateo.

**Serious Chronic Condition** means 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.

**Seriously Debilitating** means diseases or conditions that may cause morbidity.

**Specialist or Referral Provider** means a doctor who only treats certain kinds of problems like broken bones or heart trouble. Your regular doctor will tell you if you need special care and will authorize the visit.

**State** means the State of California.

**Terminal Illness** is a condition that has a high probability of causing death within one year or less.

**Urgent Care** means services provided in response to a Member's need for quick diagnosis and/or treatment of a medical or mental disorder that could become an emergency if not diagnosed and/or treated in a timely manner.

## **Section 2**

# **Member Rights And Responsibilities**

### **As An HPSM Member, You Have The Right To:**

- Be treated with respect and dignity.
- Choose your primary care provider from our Provider Directory.
- Get appointments within a reasonable amount of time.
- Participate in candid discussions and decisions about your health care needs, including appropriate or medically necessary treatment options for your condition(s), regardless of cost and regardless of whether the treatment is covered by this health plan.
- Have a confidential relationship with your provider.
- Have your records kept confidential. This means we will not share your health care information without your written approval or unless it is permitted by law.
- Voice your concerns about HPSM, or about health care services you received, to HPSM.
- Receive information about HPSM services, and our providers.  
Make recommendations about your rights and responsibilities.
- See your medical records.
- Get services from providers outside of our network in an emergency.
- Request an interpreter at no charge to you.
- Use interpreters who are not your family members or friends.
- File a Grievance if your linguistic needs are not met.

### **Member Rights and Responsibilities**

#### **Your responsibilities are to:**

- Give your providers and HPSM correct information.
- Understand your health problem(s) and participate in developing treatment goals, as much as possible, with your provider.
- Always present your Member Identification Card when getting services.
- Use the emergency room only in cases of an emergency or as directed by your provider.
- Make and keep medical appointments and inform your provider at least 24 hours in advance when an appointment must be cancelled.
- Ask questions about any medical condition and make certain you understand your provider's explanations and instructions.
- Help HPSM maintain accurate and current medical records by providing timely information regarding changes in address, family status, and other health care coverage.
- Notify HPSM as soon as possible if a provider bills you inappropriately or if you have a complaint.
- Treat all HPSM personnel and health care providers respectfully and courteously.
- Notify HPSM if you have other health insurance.



## Section 3

### Using the Health Plan

#### Facilities and Provider Locations

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

#### Choosing a Primary Care Provider

The Health Plan of San Mateo Provider List, which you have received along with this Evidence of Coverage, lists the Primary Care Physicians, clinics, hospitals, and other health care providers and facilities available to you. The List also has the doctors' and other providers' addresses, telephone numbers, languages spoken and the hospitals they work with. HPSM updates the list every three (3) months and shows which doctors are not accepting new patients. You can write or call the Member Services Department at **1-800-750-4776** or **650-616-2133** to request a Provider List or ask for specific information about a doctor, including board education, board certification, or specialty training.

Your PCP is your main doctor and will take care of most of your health care needs. A Primary Care Physician may be a Pediatrician, a General Practitioner, a Family Practitioner, an Internist, or in some cases an OB/GYN doctor. If you want to choose a specific nurse practitioner or physician assistant, select the primary care facility where he or she works.

If you have not yet selected your doctor, here are some ideas to help you choose a Primary Care Physician.

#### How to Choose or Change Your Primary Care Physician

- You may choose the doctor you already use if you see his/her name on the list.
- OR
- You may choose a new doctor. You will find helpful information about each doctor and the clinics where they work in the Provider List.

Before you choose a doctor you may want to think about these questions:

- Does the doctor work at a clinic I like to use?
- Is the office close to my home or work?
- Is it easy to get to by public transportation?
- Do the doctors and/or office staff speak my language?
- Does the doctor work with a hospital that I like?
- Do they provide the services I may need?
- What are the doctor's office hours?

Some doctors and hospitals and other providers do not provide one or more of the following services that may be covered under HealthWorx HMO and that you might need:

- Family Planning
- Contraceptive services, including emergency contraception
- Sterilization, including tubal ligation at the time of labor and delivery
- Infertility treatments
- Abortion



You should obtain more information before you choose a doctor. Call your prospective doctor, medical group, independent practice association, or clinic or call a Member Services Representative at **1-800-750-4776** or **650-616-2133** to ensure that you can obtain the health care services that you need. Members with hearing and or speech impairments can call TTY: **1-800-735-2929**, or dial **7-1-1** (California Relay Service).

You and your PCP are a team working to keep you healthy. It is best to stay with the same doctor, so she or he can get to know your health care needs. If you change doctors often, your health care may not be as good as it could be. The PCP whom you choose will provide, authorize and coordinate your health care, except for emergency and out of area urgent care services. He or she will see you for most of your health care service needs, including preventive services.

If you do not choose a Primary Care Physician when you enroll in the HealthWorx HMO Program, HPSM's Member Services staff will contact you to help you choose one. If we are not able to reach you, or you do not wish to choose a doctor, we will assign you to a doctor based on your address, age and other available information to help us make a good choice for you.

Working with your PCP is the key to your health care. Your PCP may refer you to Specialists when needed. Your PCP may want to see you at his/her office before authorizing your visit to a Specialist.

To receive more information before you select a PCP, you can call the doctor's office. The HPSM Member Services Department can also give you information to help you make a PCP choice.

### **Scheduling Appointments**

Call your Primary Care Physician (PCP) and make an appointment. The best time to get to know your PCP is when you are well—not when you are sick.

### **Initial Health Exam**

All new Members are encouraged to see their primary care provider for an initial health examination when they join the HealthWorx HMO Program. The first meeting with your new doctor is important

It's a time to get to know each other and review your health status. Your doctor will help you understand your medical needs and advise you about staying healthy. Call your doctor's office for an appointment today. You may want to complete a Staying Healthy Assessment Tool to bring to your PCP. You can call a Member Services Representative at **1-800-750-4776** or **650-616-2133** or go to HPSM's website to get the form. The form asks questions about your lifestyle, behavior, environment and cultural and linguistic needs. Filling out the form and taking it to your first appointment will help your PCP to get to know you better. If you do not complete the form, your PCP may ask you to complete it when you come for your appointment.

### **Changing Your Primary Care Provider**

If you and your doctor are not able to establish a good relationship, either of you has the right to ask for a change. For example, if you miss many appointments, do not follow your PCP's medical advice, or are disruptive or abusive, your PCP may request that you select a new PCP. If you are not satisfied with the treatment or service of your PCP, you may select a new doctor. The Member Services Representative may ask the reason for your change. This information helps HPSM be sure our Providers meet the needs of our Members.

If you decide to choose a different PCP, we will do our best to meet your request. A PCP selection or choice may not be granted, in the following situations:

1. the PCP is accepting established patients only (EPO) and the Member has not seen the PCP before;
2. the provider's practice is full;
3. you have been removed from the PCP's practice in the past; or
4. you selected a PCP who does not see Members in your age group.

A PCP change will be effective the first day of the following month, if we receive the change by the 22nd day of the month.

**Please note:** A new Member ID Card will be mailed to you with the name of your new PCP. Your new ID Card will show the date your PCP change is effective. Please continue to see the PCP listed on your current ID Card for all of your health care needs, until the effective date of change. If you do not receive a new ID Card within ten (10) days or have questions about the effective date of change, please call an HPSM Member Services Representative at **1-800-750-4776** or **650-616-2133**.

### **Continuity of Care for New Members**

Under some circumstances, HPSM will provide continuity of care for new members who are receiving medical services from a non-participating provider, such as a doctor or hospital, when HPSM determines that continuing treatment with a non-participating provider is medically appropriate. If you are a new member, you may request permission to continue receiving medical services from a non-participating provider if you were receiving this care before enrolling in HPSM and if you have one of the following conditions:

- An acute condition. Completion of covered services shall be provided for the duration of the acute condition.
- A serious chronic condition. Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by HPSM in consultation with you and the non-participating provider, and consistent with good professional practice. Completion of covered services shall not exceed twelve (12) months from the time you enroll with HPSM.
- A pregnancy, including postpartum care. Completion of covered services shall be provided for the duration of the pregnancy.
- A terminal illness. Completion of covered services shall be provided for the duration of the terminal illness. Completion of covered services may exceed twelve (12) months from the time you enroll with HPSM.
- Completion of covered services shall not exceed twelve (12) months from the time you enroll with HPSM.
- Performance of a surgery or other procedure that your previous plan authorized as part of a documented course of treatment and that has been recommended and documented by the non-participating provider to occur within 180 days of the time you enroll with HPSM.

Please contact us at **1-800-750-4776** or **650-616-2133** to request continuing care or to obtain a copy of our Continuity of Care policy. Normally, eligibility to receive continuity of care is based on your medical condition. Eligibility is not based strictly upon the name of your condition. If your request is approved, you will be financially responsible only for applicable co-payments under this plan.

We will request that the non-participating provider agree to the same contractual terms and conditions that are imposed upon participating providers providing similar services, including payment terms. If the non-participating provider does not accept the terms and conditions, HPSM is not required to

continue that provider's services. HPSM is not required to provide continuity of care as described in this section to a newly covered member who was covered under an individual subscriber agreement and undergoing a treatment on the effective date of his or her HealthWorx HMO coverage. Continuity of care does not provide coverage for benefits not otherwise covered under this agreement.

A Member Services Representative will notify you of HPSM's decision. If we determine that you do not meet the criteria for continuity of care and you disagree with our determination, see HPSM's Grievance and Appeals Process on page 53.

If you have further questions about continuity of care, you are encouraged to contact the Department of Managed Health Care, which protects HMO consumers, by telephone at its toll-free telephone number, **1-888-HMO-2219**; or at the TDD number for the hearing impaired, **1-877-688-9891**; or online at [www.hmohelp.ca.gov](http://www.hmohelp.ca.gov).

### **Continuity of Care for Termination of Provider**

If your Primary Care Physician or other health care provider stops working with HPSM, we will let you know by mail 60 days before the contract termination date or as soon as the provider informs us.

HPSM will provide continuity of care for covered services rendered to you by a provider whose participation has terminated, if you were receiving this care from this provider prior to termination and you have one of the following conditions:

- An acute condition. Completion of covered services shall be provided for the duration of the acute condition.
- A serious chronic condition. Completion of covered services shall be provided for a period of time necessary to complete a course of treatment and to arrange for a safe transfer to another provider, as determined by HPSM in consultation with you and the terminated provider and consistent with good professional practice. Completion of covered services shall not exceed twelve (12) months from the provider's contract termination date.
- A pregnancy, including postpartum care. Completion of covered services shall be provided for the duration of the pregnancy.
- A terminal illness. Completion of covered services shall be provided for the duration of the terminal illness. Completion of covered services may exceed twelve (12) months from the time the provider stops contracting with HPSM.
- Completion of covered services shall not exceed twelve (12) months from the provider's contract termination date.
- Performance of a surgery or other procedure that HPSM had authorized as part of a documented course of treatment and that has been recommended and documented by the provider to occur within 180 days of the provider's contract termination date.

Continuity of care will not apply to providers who have been terminated due to medical disciplinary cause or reason, fraud, or other criminal activity. The terminated provider must agree in writing to provide services to you in accordance with the terms and conditions, including reimbursement rates, of his or her agreement with HPSM prior to termination. If the provider does not agree with these contractual terms and conditions and reimbursement rates, we are not required to continue the provider's services beyond the contract termination date.

Please contact us at **1-800-750-4776** or **650-616-2133** to request continuing care or to obtain a copy of our Continuity of Care policy. Normally, eligibility to receive continuity of care is based on your medical condition. Eligibility is not based strictly upon the name of your condition. Continuity of care does not provide coverage for benefits not otherwise covered under this agreement. If your request is approved, you will be financially responsible only for applicable co-payments under this plan.

A Member Services Representative will notify you of HPSM's decision. If we determine that you do not meet the criteria for continuity of care and you disagree with our determination, see HPSM's Grievance and Appeals Process on page 53.

If you have further questions about continuity of care, you are encouraged to contact the Department of Managed Health Care, which protects HMO consumers, by telephone at its toll-free telephone number, **1-888-HMO-2219**; or at the TTY number for the hearing impaired, **1-877-688-9891**; or online at [www.hmohelp.ca.gov](http://www.hmohelp.ca.gov).

### **Indian Health Services**

American Indians or Alaskan Natives who are Members of HealthWorx HMO, as provided under Federal law, may choose any Indian Health Service Provider available. The provider does not have to be a HealthWorx HMO network provider and HPSM will make arrangements to coordinate appropriate services for these Members.

### **HealthWorx HMO Service Area**

The HealthWorx HMO service area is San Mateo County. It is important that you see doctors who participate with the Health Plan of San Mateo.



## Section 4

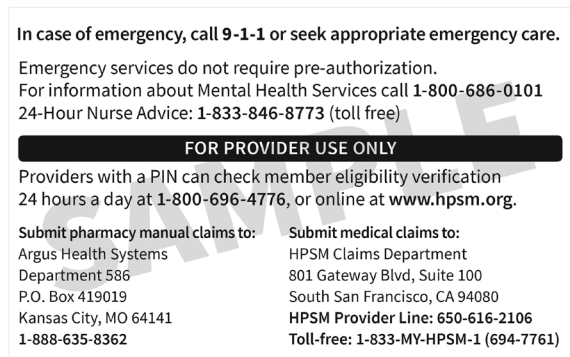
# Procedures For Obtaining Health Care Services

### Member Identification Card

Each Member who is covered under the HealthWorx HMO Program will receive his or her own HPSM Identification (ID) Card. Always carry your current Member Identification Card with you and show your Identification Card every time you seek health care services. The people providing care need to know that you are a Member of HPSM.



Front side of card



Back side of card

This side describes how you use the card

A picture of the Member Identification Card is shown above.

- ID #:** This is the number assigned to you by HPSM.
- Eff Date (Effective):** This date shows when the information on this card became effective.
- Name:** This person is eligible to receive benefits under the HealthWorx HMO Program.
- PCP:** This is your Primary Care Physician.
- DOB:** This is your date of birth.
- Co-payment:** This is the amount that you will need to pay for certain benefits, usually at the time of an appointment.  
Refer to Section 6 for a complete list of Co-payments.

## Timely Access to Non-Emergency Health Care Services

Sometimes it's hard to know what kind of care you need. Your doctor or a nurse will be ready to help you by phone 24 hours a day, seven days a week. This is known as "triage." Here are some of the ways that triage can help you.

- They can answer your questions about a health concern and teach you about self-care at home if needed.
- They can guide you about whether you should get health care, and how and where to get care if you are not sure whether your health issue is an Emergency health issue, they can help you decide whether you need Emergency Health Care Services or Urgent Care, and how and where to get that care).
- They can tell you what to do if you need care and your provider's office is closed.

HPSM providers will make sure that you speak with a doctor or nurse over the phone within a time span that is right for your health issue. The waiting time to get a call back from a doctor or nurse will not be longer than 30 minutes.

HPSM will make sure that all contracted health providers also have an answering service, or answering machine, available during non-business hours that can give tips about regarding how to seek urgent or emergency service.

Please call your PCP at the number on your HPSM Member ID Card to use phone triage or screening services, 24 hours a day, 7 days a week.

If you cannot reach your doctor, a nurse from Nurse Advice Line can triage your health issues and answer some health care questions. You can call the Nurse Advice Line 24 hours per day, 7 days per week. Call Nurse Advice Line at **1-833-846-8773**. TTY users call **1-800-735-2929** or dial **7-1-1**. This call is free.

You have the right to interpreter services to help in getting services. Interpreter services are available by phone free of charge 24 hours per day at service sites, such as your doctor's office. You do not have to use family members, friends, or children as interpreters.

If you have any questions, please call HPSM Member Services at **1-800-750-4776**, Monday through Friday, 8:00 a.m. to 6:00 p.m.

Members with hearing and or speech impairments can call TTY: **1-800-735-2929**, or dial **7-1-1** (California Relay Service).

## Scheduling Appointments

When you get your ID card, you need to call your main doctor, also called your primary care provider (PCP), and make an appointment. The best time to get to know your PCP is not when you are sick, but when you are well. As a new Member you should have a first well exam within four (4) months of being an HPSM Member. During your first well exam, your doctor will record your whole health history and give you a physical exam. This first well exam assesses your health status and health risk.

To make an appointment with your PCP, call the PCP's phone number on your HPSM ID Card. You can ask the office staff how to make appointments, rules about appointments, and directions to the office. We suggest that you go to your doctor's office about 15 minutes before your appointment. **It is very important to keep your appointments.** This is a key way for you and your PCP to get to know each other and your health care needs. You will need to show your HPSM ID Card. For urgent or routine care, always call your PCP.



When you are sick, call your doctor's office for an appointment. The doctor's office staff will talk to you about seeing the doctor. They will tell you what to do and where to go. By calling your doctor early, you may be able to avoid a trip to the hospital emergency room.

HPSM has to make sure that your doctors give you an appointment that is right for your health care needs. Based on the type of appointment you need, this table shows how long you should wait to get an appointment to see your doctor:



Type of Visit	Waiting time to get an appointment from the day you call for an appointment.	Type of Provider/ Approval	Examples
Urgent Care	Within 2 days (48 hours)	If HPSM doesn't need to approve the service	
Urgent Care	Within 4 days (96 Hours)	If HPSM needs to approve the service	
Non-Urgent Care	Within 2 weeks (10 business days)	Primary Care Provider	Primary Care Provider
Non-Urgent Care	Within 3 weeks (15 business days)	Specialist Physician	Eye, Ear-Nose-Throat, Orthopedists
Non-Urgent Care	Within 2 weeks (10 business days)	Non-Physician Mental Health Care Provider	Psychologist, Marriage Family Therapist
Non-Urgent Care	Within 3 weeks (15 business days)	Ancillary Services for the diagnosis or treatment of injury, illness, or other health conditions	X-rays, physical therapy

## Women's Services

Female Members have direct access to OB/GYN services. Members may choose to have these services provided by any Primary Care Physician, including Family Practitioners, Internists and General Practitioners qualified to provide OB/GYN services and minor surgery. Members may self-refer to any contracted OB/GYN or Primary Care Physician within the HealthWorx HMO network for OB/GYN services.

## Prior Authorization for Services

Your Primary Care Physician will coordinate your health care needs and, when necessary, will arrange specialty services for you. In some cases, HPSM must authorize the specialty services before you receive the services. Your Primary Care Physician will obtain the necessary referrals and authorizations for you. Some specialty services, such as OB/GYN services, do not require prior authorization before you receive the services.

If you see a specialist or receive specialty services before you receive the required authorization, you will be responsible to pay for the cost of the treatment. If HPSM denies a request for specialty services, HPSM will send you a letter explaining the reason for the denial and how you can appeal the decision if you do not agree with the denial.

## Referrals to Specialty Physicians

Your primary care provider may decide to refer you to a physician who is a specialist to receive care for a specific medical condition. A written referral authorized by HPSM is not required if the service is provided by an HPSM contracted provider. In consultation with you, your primary care provider will choose a participating specialist physician, participating hospital, or other participating provider from whom you may receive services. Your PCP will provide directions on how to obtain the specialty care. This may either be in writing or verbal instructions. For a list of specialists, call Member Services at **1-800-750-4776 or 650-616-2133**. Members with hearing and or speech impairments can call TTY: **1-800-735-2929**, or dial **7-1-1** (California Relay Service).

If the request is for an out-of-network specialist, HPSM will ask your PCP to choose an in-network specialist, if possible. In the event that there is no participating provider available to perform the

needed service, your primary care provider will refer you to a non-participating provider for the services, after obtaining authorization from HPSM. This will ensure that you receive the highest quality care in a timely manner. The authorization number on the Referral Authorization Form (RAF) lets the specialist know that your PCP has approved your visit and that the specialist will receive payment from HPSM for their services. Additional visits to the specialist, if needed, will be arranged by the specialist. Your PCP will provide directions on how to obtain the specialty care. This may either be in writing or verbal instructions.

## **Standing Referrals**

If you have a condition or disease that requires specialized medical care over a prolonged period of time, you may need a standing referral to a specialist in order to receive continuing specialized care. If you receive a standing referral to a specialist, you will not need to get authorization every time you see that specialist. Additionally, if your condition or disease is life threatening, degenerative, or disabling, you may need to receive a standing referral to a specialist or specialty care center that has expertise in treating the condition or disease for the purpose of having the specialist coordinate your health care. To get a standing referral, call your Primary Care Physician. If you have any difficulty getting a standing referral, call HPSM at **1-800-750-4776** or **650-616-2133**. Members with hearing and or speech impairments can call TTY: **1-800-735-2929**, or dial **7-1-1** (California Relay Service). If, after calling the Plan, you feel your needs have not been met, please refer to HPSM's Grievance and Appeals Process on page 51.

This is a summary of HPSM's specialist referral policy. To obtain a copy of our policy, please call us at **1-800-750-4776** or **650-616-2133**.

At some time in the future, HPSM may change its policy on whether HPSM approval is needed for PCP referrals to see specialists. If we do, we will give you advance notice of the effective date of any change to the referral process. After the effective date of the change, you may be required to have HPSM approve a written referral from your PCP before you can see a specialist. If you do not have an approved written referral before you obtain services, you may have to pay for these services yourself.

## **Obtaining a Second Opinion**

Sometimes you may have questions about your illness or your primary care provider's recommended treatment plan. You may want to get a second opinion. You may request a second opinion for any reason, including the following:

- You question the reasonableness or necessity of a recommended surgical procedure.
- You have questions about a diagnosis or a treatment plan for a chronic condition or a condition that could cause loss of life, loss of limb, loss of bodily function, or substantial impairment.
- Your provider's advice is not clear, or it is complex and confusing.
- Your provider is unable to diagnose the condition or the diagnosis is in doubt due to conflicting test results.
- The treatment plan in progress has not improved your medical condition within an appropriate period of time.
- You have attempted to follow the treatment plan or consulted with your initial provider regarding your concerns about the diagnosis or the treatment plan.

You should speak to your primary care provider if you want a second opinion.

If you ask for a second opinion about care, you will receive a second opinion from an appropriately qualified health care professional of your choice in HPSM's network. If there is no appropriately qualified health care professional within HPSM's network, HPSM will authorize a second opinion from an appropriately qualified non-participating health care professional. In this case, a written referral authorized by HPSM is required. You will be responsible for paying all co-payments for the second opinion.

If your request to obtain a second opinion is denied and you would like to appeal our decision, please refer to HPSM's Grievance and Appeals Process on page 53.

This is a summary of HPSM's policy regarding second opinions. To obtain a copy of our policy, please contact us at **1-800-750-4776** or **650-616-0050**.

If the request is for an out-of-network Specialist, HPSM will ask the PCP to choose an in-network Specialist, if possible. In the event that there is no participating provider available to perform the needed service, your Primary Care Physician will refer you to a non-participating provider for the services, after obtaining authorization from HPSM.

## Utilization Review

### Treatment Authorization Request (TAR)

Some medical services and some medications need prior authorization from HPSM. Prior authorization means HPSM and your doctor agree that the services that are needed are medically necessary for your treatment before you receive the service or medication. To receive these services, your doctor will send a form called a Treatment Authorization Request (TAR) to HPSM. This is a request for a service/treatment that needs prior authorization from HPSM. When HPSM receives the TAR, it is reviewed by our medical staff (doc or, nurse, and/or pharmacy staff for approval. When we review the TARs, we use current clinical guidelines that meet state and national standards to help make the decision about whether the service or medication requested for you is medically necessary. Most TARs are approved, but in some cases they may be denied or deferred. When a TAR is denied for a medical reasons, that means it has not been approved for the services/treatments that your doctor requested. You and your doctor will then get a letter explaining why the TAR was denied, and why HPSM's medical staff has determined that the service is not medically necessary. The letter will also explain your right to appeal the decision and how to appeal the decision. If your TAR is denied for an administrative (non-medical) reason, we will explain (in a notice to you and your doctor) the reason for the denial. Reasons for administrative TAR denials can include such things as: you do not have HPSM eligibility for the time under review or the service is covered by the state and not by HPSM.

An authorization is deferred if HPSM staff needs more information from your doctor in order to decide if the services/treatment your doctor is requesting can be approved. If that happens, you will receive a notice of action letter to let you know that we have requested more information from your provider in order to approve the authorization

We respond to non-urgent TARs sent to HPSM within five (5) working days. If a TAR is urgent, we will respond to it **as medically necessary but no later than 72 hours**. Requested services are reviewed for medical necessity. Criteria and guidelines used to review TARs are developed with input from practicing health care providers and are consistent with sound clinical principles and processes. Criteria and guidelines are evaluated at least annually and updated as necessary. HPSM can provide you with guidelines or criteria used for a specific TAR decision. Please remember that these relate to the treatment or service requested, the benefits covered under HealthWorx HMO, and individual need. HPSM's overall policies and procedures for making TAR decisions are also available upon request.

### **Services That Do Not Need Prior Authorization**

Some services do not require prior authorization or a referral from your primary care provider (main doctor). You may go straight to the health care provider for the services listed below. Some of these services are limited. Please see the benefits section for more info.

1. Emergency and out of area urgent services.
2. Primary and Preventive Care Services.
3. Mental Health and substance use disorder office visits, as well as visits with Psychiatrists, Psychologists, and Licensed Clinical Social Workers.
4. Family Planning/Sexually Transmitted Disease and Private HIV/AIDS Testing.

These are services that relate to the prevention, care, or planning of pregnancy. This includes birth control, emergency birth control services, pregnancy tests, prenatal care, abortion, and abortion-related procedures. This also includes the screening, prevention, testing, diagnosis, and care of sexually transmitted infections (STIs), sexually transmitted diseases (STDs), and HIV/AIDS. This also includes services about the diagnosis and care of sexual assault or rape, as well as the collection of medical proof for the sexual assault or rape. You can get these services from your primary care provider (main doctor), participating family planning office, OB/GYN, or any other trained provider who provides these services. See pages 21 and 40 for more information

Family Planning services are provided to Members of child bearing age to help you decide when you want to have children. They will also help you if you want to protect yourself from having children until you are ready. These services include all methods of birth control approved by the Federal Food and Drug Administration.

HPSM's Member Services staff can help you find a family planning clinic, or you can call the California Office of Family Planning's Information & Referral Service toll-free number at **1-800-942-1054**.

5. Women's Services:

Female Members have unlimited, direct access to OB/GYN services. Members may choose to have these services provided by their primary care provider (main doctor) or Members may self-refer to any OB/GYN or primary care provider within HPSM's network for these services.

6. Acupuncture and Chiropractic services are provided as a self-referral benefit up to a maximum of twenty (20) visits each per benefit year.
7. Indian Health Services:

If you are an American Indian or Alaskan Native and a Member of HPSM, as provided under federal law, you may choose any available Indian Health Service Provider. The provider does not have to be an HPSM network provider and HPSM will make arrangements to arrange services for you.

### **Dental and Vision Services For IHSS Workers Only**

Dental and Vision Services are covered through the Services Employees International Union (SEIU), Local 521 for those IHSS workers who meet eligibility requirements. For more information about Dental and Vision Benefits, Members need to call the SEIU, at **1-800-842-6635** If you call SEIU, please identify yourself as a San Mateo County IHSS worker.

**Dental and vision services are not a covered benefit for City of San Mateo employees.**

### **Urgent Care or Care after Regular Hours or on Weekends**

Urgent Care services are services needed to prevent serious deterioration of your health resulting from an unforeseen illness, an injury, prolonged pain, or a complication of an existing condition, including pregnancy, for which treatment cannot be delayed. HPSM covers urgent care services any time you are outside our service area or on nights and weekends when you are inside our service area. To be

Covered, the Urgent Care service must be needed because the illness or injury will become much more serious if you wait for a regular doctor's appointment. On your first visit, talk to your Primary Care Physician about what he or she wants you to do when the office is closed and you feel Urgent Care may be needed.

To obtain urgent care when you are inside HPSM's service area on nights and weekends, call your Primary Care Physician's office even during the hours that your PCP's office is normally closed. Your PCP or a doctor on call will always be available to tell you how to handle the problem at home or if you should go to an urgent care center or a hospital emergency room.

Problems that may be urgent but not Medical Emergencies are problems that can usually wait for treatment without getting worse such as:

- An earache
- A mild cough or cold
- A small cut or scrape
- Mild fever or rash
- Mild diarrhea
- A sprain or strain
- Throwing up (once or twice)
- Medicine refill

To obtain Urgent Care when you are outside HPSM's service area, try to contact your PCP. If you cannot reach your PCP, go to the nearest medical facility. Always show your HPSM ID card when seeking medical care.

## **Emergency Health Care Services**

An emergency is a medical or psychiatric condition, including active labor or severe pain, manifesting itself by acute symptoms of a sufficient severity such that the absence of immediate medical attention could reasonably be expected to result in any of the following:

- Placing the Member's health in serious jeopardy, or
- Causing serious impairment to the Member's bodily functions, or
- Causing serious dysfunction of any of the Member's bodily organs or parts.

Examples include:

- Broken bones
- Chest pain
- Severe burns
- Fainting
- Drug overdose
- Paralysis
- Severe cuts that won't stop bleeding
- Psychiatric emergency conditions

If you have a medical emergency, call **9-1-1** or go to the nearest hospital emergency room.

Emergency services are covered inside and outside of HPSM's service area and in and out of HPSM's participating facilities. When you have a Medical Emergency, call **9-1-1** or go to the closest emergency room for help. You do not have to go to the hospital where your PCP works if you have a Medical Emergency.

## **Follow-up Care**

After receiving emergency health care services necessary to stabilize your emergency medical condition, be sure to follow up with your Primary Care Physician.

## **Getting Pharmacy Benefits**

### **Prescriptions**

One of your benefits as an HPSM Member is getting prescription medications you need as a part of your medical care. You may go to any of the pharmacies in the HPSM Provider List to get your prescription medicine. When you get a prescription filled, show your HPSM ID Card to the pharmacist. Your prescription may be written by your PCP, your Specialist, or other doctor or dentist.

### **Refills**

If you take medications on a regular basis, never wait until your medication is gone before getting a refill. Some medications may need a new prescription from your doctor before it can be refilled. Do not go to the emergency room to refill your medication.

### **Over-the-Counter/Non-Prescription Drugs**

Some over-the-counter medications may be covered by HPSM if you have a doctor's prescription and they are medically necessary. Remember to talk with your doctor about any over-the-counter drugs you may be using.

### **The Health Plan of San Mateo Drug Formulary**

HPSM has a list of medications that are covered by your pharmacy benefit. This list is called a Drug Formulary. HPSM uses the State of California Medi-Cal Formulary as a guide. Medications are added to the Formulary by HPSM's Pharmacy Review Committee. This committee has pharmacists and doctors who decide what medications are included on the Formulary. If you would like to know which medications are on the formulary visit our website at [www.hpsm.org](http://www.hpsm.org) or call a Member Services Representative at **1-800-750-4776** or **650-616-2133** for a copy.

The HPSM Formulary lists all covered medications by either the generic name or brand name (if one exists). Please note that the presence of a medication on HPSM's Formulary does not guarantee that you will be prescribed the medication by your PCP or a Specialist.

### **Generic Equivalent Drugs**

HPSM's pharmacy benefit covers generic medications when they are available instead of brand name medications. Generics work the same as the brand name medication. Generic medications are approved by the Federal Drug Administration in the same way as the brand name medication. The HPSM Formulary lists available generic medications that are covered by HPSM.

### **Brand Name Medications Requested by Your Doctor**

If your doctor believes a brand name medication must be provided, he or she may write "Dispense as Written" (DAW) or "Do Not Substitute" on the prescription. The pharmacist will then contact HPSM to see if a Prescription Drug Prior Authorization Form (PA) is required. If an PA is required, the pharmacist will submit a request by phone or by fax to Argus, HPSM's Pharmacy Benefit Manager (PBM).

### **Brand Name Medications Requested by the Member**

If you prefer a brand name medication, there must be a medical reason for using it rather than the generic medication that would normally be covered. The pharmacist must contact the doctor to determine if there is medical necessity for using the brand name drug. After receiving more information from the doctor, the pharmacist will submit an PA to Argus asking for approval of the brand-name medication. A brand-name drug will also be prescribed if there is no generic medication available or if a medication has a narrow therapeutic index. In the latter case, although a generic medication may be available, you will be provided the brand-name medication as written by the



provider. A narrow therapeutic index means that very small changes in the dosage level of the drug could cause toxic results. To receive a list of medications that are called “Narrow Therapeutic Index” medications, you can contact HPSM at **1-800-750-4776** or **650-616-2133** and speak to a Member Services Representative. Members with hearing and or speech impairments can call TTY: **1-800-735-2929**, or dial **7-1-1** (California Relay Service).

### **Non-Formulary Drugs**

HPSM’s participating doctors and pharmacies are responsible for using the Formulary. If a drug is prescribed that is not on the Formulary, the pharmacist will call the doctor to request a change to a Formulary medication. If the substitution of a Formulary medication is not approved by the requesting doctor, the pharmacist or doctor must submit a PA form to HPSM for the Non-Formulary medication with medical justification. The pharmacist or doctor may fax a PA to HPSM. If the PA is approved based on criteria developed by HPSM staff pharmacists and Medical Director, then the non-formulary medication will be dispensed as written.

The average time to process a request for a Non-Formulary medication PA is one (1) working day. More time may be needed to process the request if the PA is incomplete or more information is needed. If you have any questions about a request for a Non-Formulary medication, please talk to your doctor.

### **Availability of Drugs for Off-label Usage**

All medications covered by your HPSM Pharmacy benefit must be approved by the U.S. Food and Drug Administration (FDA). The FDA decides how the medication can be used. A drug company must prove to the FDA that the medication is safe and effective in treating specific conditions, and the conditions must be clearly listed on the medication label.

However, there may be a need for you to use a medication for a condition that is not on the medication label. This is called off-label usage. HPSM allows doctors to prescribe medication for off-label use if you have a life threatening condition, or if you have a condition that is chronic and likely to cause serious long-term problems. The medication can only be used when there is enough information to support using the medication for the off-label condition. In addition, medication prescribed for off-label use requires an PA for reimbursement.

If you have any questions about being treated with an off-label drug, please talk to your doctor. Submitting Prior Authorization Requests.

As described above, there are several cases when a Prescription Drug Prior Authorization Request Form (PA) is required to get the drug you want. Some examples are:

- Getting a brand name drug
- Getting a drug that is not on the HPSM Formulary
- Getting a drug for off-label use

HPSM staff processes all PAs. Your doctor or your pharmacist can send a PA to HPSM via fax to Pharmacy Services at **650-829-2045** during HPSM’s office hours, 8:00 a.m. to 5:00 p.m. A decision about a PA usually takes two (2) working days, but no more than five (5) working days. More time may be needed if the PA is incomplete or more information is needed. If you have any questions about a PA, please talk to your doctor.

### **Evening, Weekend or Holiday Prior Authorization Requests (PAs)**

HPSM is available to review PAs Mondays through Fridays during regular business hours from 8:00 a.m. to 5:00 p.m. In urgent situations that arise on weekends or holidays, while waiting for a review decision, members may be given up to a three-day supply of medication to allow time for the pharmacy to receive HPSM’s decision on the next business day. The pharmacist can call the pharmacy

call center at HPSM's pharmacy benefits manager (PBM), Argus at **1-888-635-8362**, for an emergency override. A 1-time fill may be authorized.

**Changes in Formulary Medications**

If you are taking a medication and HPSM drops the medication from its Formulary, and your doctor chooses to continue to prescribe the medication, HPSM will provide coverage for the medication for up to 90 days. An approved PA will be required for continued use of non-formulary drugs beyond 90 days.

**Deferred, Modified or Denied PAs**

If your request for a medication is deferred, modified, or denied, a "Notice of Action" letter will be sent to you. The Notice of Action letter will explain the reason it was deferred, modified, or denied and provide information on how you may file an appeal with HPSM about the decision.

## **Section 5**

### **Member Financial Responsibility**

#### **Co-Payments**

Some visits and services require Members to pay Co-payments, as listed in the Summary of Benefits in Section 6. Except for the Co-payment for certain services, Members are not financially responsible for services that are benefits provided in accordance with HPSM rules as described in this Evidence of Coverage. No deductibles will be charged to Members for health benefits.

HPSM will also be working with its providers to let you know what to do if you cannot pay all your Co-payments. If you have to pay more than \$25 in Co-payments in one month, many providers will allow you to make the payment within 30 or 60 days rather than at the time of the appointment. If paying the Co-payments becomes a problem for you, please talk with your doctor or other provider. If you need assistance, please call our HPSM's Member Services staff at **1-800-750-4776** or **650-616-2133** and we will help you make the arrangements you need.

#### **Other Member Payment Responsibilities**

For Covered Services, Members are generally responsible only for Co-payments. However, you may also be responsible for:

- Services that need a Referral or Authorization if you get them without a Referral from your Primary Care Physician or Authorization from HPSM;
- Services you receive that are not Covered Services;
- Non-emergency services received in the emergency room, exclusive of those services rendered to determine if an emergency condition existed if the Member reasonably believes emergency services were required when presenting to the Emergency Room;
- Non-emergency services received outside of San Mateo County without prior Authorization from your Primary Care Physician;
- Unless authorized, services received that are greater than the limits specified in this Evidence of Coverage or required by the Knox-Keene Act; or
- Services you receive from an out of network provider.

Members should read all descriptions of the Covered Services and Benefits in this Evidence of Coverage and in any inserts, or attachments to get the full details of their coverage as an HPSM Member.

In the event HPSM does not pay a Participating Provider for Covered Services, the Member will not be liable to have to pay the Provider for any sums owed by HPSM. However, if HPSM does not pay a Non-Participating Provider for covered services, the Member may be liable to have to pay the Non-Participating Provider for the cost of such services. A Member may also be liable for payment of Non-Covered Services, whether received from a Participating or Non-Participating Provider.

For example, if you need services that are not available from HPSM Providers, you must first talk with your PCP. The PCP will in turn get authorization to refer you to a Non-Participating Provider. If you do not go to your PCP for the necessary approval, or if you fail to adhere to HPSM's referral procedures, you may not be covered for such services and you may have to pay the entire cost. If you need emergency care, however, you may receive the services from a Non-Participating Provider without a Referral or Authorization. Please see the Emergency Services and Care section on page 37 of this Evidence of Coverage. Also refer to the Second Opinion Policy section, on page 22 for specifics regarding Second Opinion Referral.

## **Claims Reimbursement**

To make sure your doctor knows how to bill for your care, please tell the doctor's office staff that you are an HPSM Member and show your HPSM ID card. If you are asked to pay for services, please ask the doctor to call HPSM so we can explain to them how to bill us. However, if you are billed for a service by a provider who is in HPSM's network, you may submit the bill to HPSM. You must submit a copy of the bill with your name, ID number (on your Member ID card), your phone number, and date and reason for the bill. If you paid the bill you will need to submit proof of payment acceptable to HPSM (such as a receipt indicating payment and description of services received). Send the bill to:

Member Services Department  
Health Plan of San Mateo  
801 Gateway Blvd., Suite 100  
South San Francisco, CA 94080

Your written request for reimbursement should be mailed to HPSM within 90 days (3 months) of the date you received the services, or as soon as reasonably possible, but in no event later than 12 months after receiving the care.

## Section 6

### Covered Services, Benefits and Co-Payments

#### Introduction

This Section describes the Covered Services and Benefits provided to HealthWorx HMO Members. The services described in this section are Covered Services if they are medically necessary. The decision whether services are medically necessary will be made by your Primary Care Physician or the Health Plan of San Mateo. This decision is based on generally accepted medical standards, State laws and regulations, and HPSM policies. Emergency medical services do not require prior authorization. However, a decision regarding the need for Emergency Services may occur after services have been provided. If you disagree with a decision on medical necessity or on whether a particular situation was a Medical Emergency, you can request a review by the Health Plan of San Mateo through the Grievance procedure described in Section 8. At the beginning of this Section is a Summary of Benefits, Co-payments and Conditions, followed by a more detailed description of Benefits, Co-payments, Conditions and Exclusions.

HPSM provides the Covered Services and Benefits described in this Evidence of Coverage. Most Covered Services are available to you when medically necessary and received from, referred by, or authorized by HPSM or your Primary Care Physician. Some are available without a Referral and some require a Co-payment. There are no co-payments for preventive services. There are no annual or lifetime benefit maximums in any of the coverage under the HealthWorx HMO program.

Members should read all descriptions of the Covered Services and Benefits in this Evidence of Coverage and in any inserts or attachments to get the full details of their coverage as an HPSM Member.

### HealthWorx HMO Evidence of Coverage

#### Summary of Benefits, Co-Payments and Conditions

Benefits	Co-Payments	Conditions
<b>Physician Services</b>		
For adults age appropriate immunizations and periodic health exams	No co-payment	As specified by HPSM and in keeping with current preventive health standards of the U.S. Public Health Services and the American Academy of Pediatrics.
Hearing and vision testing	No co-payment	
Primary Care Physician and specialty office visits, including allergy testing and treatment, and second opinions	\$5.00 per visit, except where no co-payment is indicated	Most specialty visits require a referral from the PCP (see page 20).
Prenatal Care	No co-payment	

<b>Benefits</b>	<b>Co-Payments</b>	<b>Conditions</b>
Outpatient surgery, anesthesia, radiation therapy, chemotherapy, dialysis treatments	No co-payment	
Inpatient visits in a hospital, skilled nursing facility, hospice or mental health or substance use disorder facility	No co-payment	
Urgent Care services	\$5.00 per visit	
Home visits	\$5.00 per visit	
Reconstructive Surgery	No co-payment	As medically necessary

### **Hospital**

Inpatient services, including doctors' services, nursing services, surgical services, anesthesia, lab, x-ray, drugs, medical supplies, blood and blood products, rehabilitation therapies and services (physical therapy, occupational therapy, speech therapy, respiratory therapy)	No co-payment	Includes inpatient hospital services in connection with dental procedures when hospitalization is required because of an underlying medical condition, clinical status, or because of the severity of the dental procedure.
Outpatient services, except emergency room visit	No co-payment	

### **Emergency Services**

Emergency room visits	\$25.00 per visit	\$25.00 per visit Co-payment is waived if Member is admitted to the hospital from the Emergency Room.
Follow-up care	\$5.00 per visit	
Ambulance	No co-payment	

### **Prescription Drugs**

Received in inpatient setting, doctor's office, or outpatient setting at the time of an appointment	No co-payment	
All FDA-approved contraceptive drugs, devices and products, including all FDA approved contraceptive drugs, devices and products available over the counter, as prescribed by your provider and emergency contraception	No co-payment	

Benefits	Co-Payments	Conditions
All other prescriptions, including prescriptions to stop smoking where no generic is available	y \$3.00 per generic prescription	Up to a 30-day supply for brand name drugs or generic drugs. 90-day supply for maintenance drugs.
	y \$3.00 per brand name drugs where no generic is available	
	y \$10.00 for brand name drugs	

## Mental Health

Services arranged and managed by San Mateo County Behavioral Health & Recovery Services

Inpatient	No co-payment	<p>Mental health care when authorized and performed by Behavioral Health &amp; Recovery Services for the treatment of a mental health condition during a certified confinement.</p> <p>Mental health benefits will be provided on the same basis as any other illness including treatment of severe mental illness. See page 48 for full benefit explanation.</p>
Outpatient	\$5.00 per visit	Evaluation, crisis intervention, services and treatment for conditions when ordered and performed by San Mateo County Behavioral Health & Recovery Services. See page 48 for full benefit explanation.
Partial Hospital Services	No co-payment	Services authorized and performed by Behavioral Health & Recovery Services.
Behavioral Health Treatment for Pervasive Developmental Disability or Autism	No co-payment	Services authorized and performed by Behavioral Health & Recovery Services

## Alcohol/Substance Abuse

Inpatient	No co-payment	Hospitalization for alcoholism or drug abuse as medically necessary.
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Benefits	Co-Payments	Conditions
Outpatient	\$5.00 per visit	
Partial Hospital Services	No co-payment	Services that are medically necessary and authorized by Behavioral Health & Recovery Services.

### Home Health

Home health care visits and services by nurses and home health aides	No Co-payment	Home health as medically necessary.  Custodial care is excluded.
Home health care visits and services for physical, occupational, speech, and respiratory therapy	\$5.00 per visit	

### Hospice

Hospice care	No co-payment	Available to members with a terminal illness and a life expectancy of one year or less as certified by a physician.
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### Rehabilitation Therapies

Physical, occupational, speech and respiratory therapy	No co-payment for As medically necessary. inpatient therapy  \$5.00 per visit for outpatient services and services at home	
Durable Medical Equipment (DME)	No co-payment	
Prosthetics and Orthotics	No co-payment	
Family Planning Services, Sexually Transmitted Diseases, Confidential HIV/AIDS Testing	No co-payment	No Referral needed.
Skilled Nursing Facility Care	No co-payment	Up to 100 days per Benefit Year.

### Other Services

Acupuncture	\$5.00 per visit	Up to 20 visits per Benefit Year. No Referral needed.
Chiropractic	\$5.00 per visit	Up to 20 visits per Benefit Year. No Referral needed.
Organ transplants	No co-payment	



<b>Benefits</b>	<b>Co-Payments</b>	<b>Conditions</b>
Cataract spectacles and lenses	No co-payment	Spectacles, contact lenses or intraocular lenses that replace the natural lens of the eye after surgery. One pair of glasses or contact lenses after cataract surgery with insertion of an intraocular lens.
Hearing aids	No co-payment	
Health education services	No co-payment	
X-ray and laboratory services	No co-payment	
Blood and blood products	No co-payment	
Non-emergency medical transportation	No co-payment	
California Children's Services (CCS)	No co-payment	
Clinical cancer trials	No co-payment	
Podiatry	\$5.00 per visit	Up to 24 visits per benefit year. No referral needed. Other podiatric services, including additional office visits require prior authorization based on medical necessity.

## **HealthWorx HMO Evidence of Coverage Detailed Description of Benefits, Co-Payments, Conditions and Exclusions**

### **Preventive Health Services**

#### **Description:**

- Periodic health examinations, including all routine diagnostic testing and laboratory services appropriate for such examinations consistent with the most current recommendations of the U.S. Public Health Service
- The frequency of such examinations will not be increased for reasons that are unrelated to the medical needs of the Subscriber, including a member's desire for physical examinations or reports or related services for the purpose of obtaining or maintaining employment, licenses or insurance.
- Preventive services, including services for the detection of asymptomatic diseases, including the following:
  1. periodic health examinations (including new born care during the first 48 or 60 hours of life)
  2. a variety of voluntary family planning services
  3. prenatal care
  4. vision and hearing testing
  5. immunizations
  6. sexually transmitted diseases including confidential HIV/AIDS counseling and testing
  7. annual cervical cancer screening including the conventional Pap smear exam and the option of any cervical cancer screening test approved by the Federal Food and Drug Administration
  8. generally medically accepted cancer screening tests including prostate, breast, and colo-rectal screening
  9. effective health education services, including information regarding personal health behavior

And health care, and recommendations regarding the optimal use of health care services provided by the Plan

10. Age appropriate immunizations as recommended by the U.S. Public Health Service

**Cost to Member:**

No co-payment for preventive services

**Physician and Professional Services**

**Description**

Medically necessary professional services and consultations by a Physician or other licensed health care provider acting within the scope of his or her license.

- Including:
- Surgeon, assistant surgeon, and anesthesiologist (inpatient or outpatient)
- Inpatient hospital and skilled nursing facility visits
- Professional office visits including visits for allergy tests and treatments, radiation therapy, chemotherapy, dialysis treatment, and sexually transmitted infection care
- Home visits when medically necessary
- Hearing tests and eye examinations including eye refractions to determine the need for corrective lenses and dilated retinal eye exams. Please note that eyeglass' or contact lenses are a benefit only after cataract surgery.

**Cost to Member**

\$5 co-payment per office or home visit

No co-payment for hospital inpatient professional services

No co-payment for surgery or anesthesia, radiation, chemotherapy, or dialysis treatment

**Pregnancy And Maternity Care**

**Description**

Medically necessary professional and hospital services relating to maternity care are covered including:

- Prenatal and postnatal care and complications of pregnancy
- Diagnostic and genetic testing
- Counseling for nutrition, health education, and social support needs
- Labor and delivery care including midwifery services
- Inpatient new born hospital care will be provided for up to 48 hours following a normal vaginal delivery and up to 96 hours following delivery by Cesarean Section unless an extended stay is authorized by HPSM. Members do not have to leave the hospital before 48 hours after a vaginal delivery or 96 hours after a Cesarean Section unless the member and doctor decide this together. If Members leave the hospital before 48 or 96 hours, the doctor may prescribe a follow-up visit within 48 hours of discharge. The follow-up visit shall include parent education, assistance and training in breast or bottle feeding, and any necessary physical assessment of the mother or baby. The mother and doctor together shall decide whether the follow-up visit shall be at home, the hospital, or the doctor's office depending on the family's transportation needs and environmental and social risks

**Cost to Member**

No co-payment

## **Diagnostic X-Ray And Laboratory Services**

### **Description**

Diagnostic laboratory services, diagnostic and therapeutic radiological services, and other diagnostic services which will include, but not be limited to, the following:

- General radiology, CT, MRI Testing
- Electrocardiography, electroencephalography, and mammography for screening or diagnostic purposes
- Other services necessary to appropriately evaluate, diagnose, treat, and follow up
- Laboratory tests appropriate for the management of diabetes including, at a minimum: cholesterol, triglycerides, microalbuminuria, HDL/LDL, and Hemoglobin A-1C (Glycohemoglobin).
- All generally medically accepted cancer screening tests subject to physician prescription and utilization review
- All Food and Drug Administration approved technologies, including bone mass measurement technologies as deemed medically appropriate to diagnose, treat or manage osteoporosis

### **Cost to Member**

No co-payment

## **Emergency Services And Care (Including “9-1-1 Services”)**

### **Description**

Twenty-four hour Emergency Services and Care are covered for a condition that causes severe pain, or a serious illness or injury, including Active Labor, which a prudent lay person (a careful or cautious non-medical person) believes could reasonably expect without speedy medical care to result in:

- Placing their health or, in the case of a pregnant woman, the health of the woman or her unborn child, in serious danger, or
- Causing serious impairment to the Member’s bodily functions, or
- Causing serious dysfunction of any of the Member’s bodily organs or parts.
- Emergency Services and care including psychiatric screening, examination, evaluation, and treatment by a physician or other personnel to the extent permitted by applicable law and within the scope of their licensure and privileges.
- Coverage is coordinated with San Mateo County Behavioral Health & Recovery Services to provide care and treatment necessary to relieve or eliminate the psychiatric emergency within the capability of a facility.
- Coverage is provided both in and out of the HPSM service area and in and out of HPSM’s participating facilities.

### **Cost to Member**

\$25 co-payment per visit

No co-payment if admitted to the hospital

## **Emergency (“9-1-1”) And Non-Emergency Transportation Services**

### **Description**

- Emergency ambulance transportation (“9-1-1” service) provided to a Member as a result of a “9-1-1” emergency response system request for assistance, is covered to the first hospital or urgent care center that accepts the Member for emergency care, where the Member reasonably believes an emergency existed, even if it is later discovered that an emergency did not in fact exist
- Emergency transportation is covered for a medical condition that causes severe pain, a serious illness or injury, or a psychiatric emergency which a prudent lay person (a careful or cautious non-

Medi-Cal member) believes is an emergency condition that requires ambulance transport, even if it is later determined that an emergency did not exist

- Non-emergency transportation for the transfer of a Member from a hospital to another hospital or facility, or facility to home when:
  - Medically necessary
  - Requested by Participating Provider
  - Authorized in advance by HPSM

#### **Cost to Member**

No co-payment

### **Diabetes Self-Management**

#### **Description**

- Diabetes outpatient self-management training, education, and medical nutrition therapy necessary to enable a Member to properly use covered equipment, supplies, medications and additional diabetes outpatient self-management training, education, and medical nutrition therapy upon direction or prescription of those services by a Member's Participating Provider.

#### **Cost to Member**

No co-payment

### **Prescription Drugs**

#### **Description**

- Medically necessary drugs when prescribed by a licensed practitioner acting within the scope of his or her licensure. Includes, but is not limited to:
  - Injectable medication, and needles and syringes necessary for the administration of the covered injectable medication
  - Insulin, glucagon, syringes and needles and pen delivery systems for the administration of insulin
  - Blood glucose testing strips, ketone urine testing strips, lancets and lancet puncture devices in medically appropriate quantities for the monitoring and treatment of insulin dependent, non- insulin dependent, and gestational diabetes
  - Prenatal vitamins and fluoride supplements included with vitamins or independent of vitamins which require a prescription
  - Medically necessary drugs administered while a Member is a patient or resident in a rest home, nursing home, convalescent hospital, or similar facility when prescribed by a plan physician in connection with a covered service and obtained through a plan-designated pharmacy
  - Disposable devices that are necessary for the administration of covered drugs, such as spacers and inhalers for the administration of aerosol prescription drugs and syringes for self-injectable outpatient prescription drugs that are not dispensed in pre-filled syringes. The term "disposable" includes devices that may be used more than once before disposal
  - One cycle or course of treatment of tobacco cessation drugs per benefit year. The Member must attend tobacco cessation classes or programs in conjunction with the use of tobacco cessation drugs. Additional course may be authorized with medication request
  - All FDA-approved contraceptive drugs, devices and products, including all FDA approved contractive drugs, devices and products available over the counter, as prescribed by your provider are covered, including internally implanted time-release contraceptives

For information concerning HPSM's prescription drug coverage, please refer to "Getting Pharmacy Benefits" on page 25 of this booklet.

### **Cost to Member**

No co-payment for prescription drugs provided in an inpatient setting, for drugs administered in the doctor's office or in an outpatient facility, or for all FDA-approved contraceptive drugs, devices and products including all FDA approved contraceptive drugs, devices and products available over the counter, as prescribed by your provider.

\$10 co-payment per prescription for 30-day supply for brand name or 90 day supply for maintenance drugs.

\$3 co-payment for generic prescription

\$3 co-payment for brand name drug prescription when no generic drug is available.

### **Exclusions**

- Over-the-counter medicines.
- Medicines not requiring a prescription (except insulin).
- Appetite suppressants, or any other diet drugs or medications (except when medically necessary to treat morbid obesity).
- Over-the-counter devices or medications not requiring a prescription.
- Over-the-counter vitamins unless they are prescribed prenatal vitamins, minerals, and/or food supplements.
- Drugs or medications for cosmetic purposes.
- Experimental or investigational drugs (For information regarding Independent Medical Review for Experimental/Investigational Therapies see page 53.)

## **Outpatient Hospital Services**

### **Description**

- Diagnostic, therapeutic, and surgical services performed at hospital outpatient facility including:
  - Physical, occupational, and speech therapy as medically necessary
  - Hospital services that can reasonably be provided on an ambulatory basis
  - Related services and supplies in connection with these services including operating room, treatment room, ancillary services, and medications that are supplied by the hospital or facility for use during the Member's stay at the facility
  - Outpatient services in connection with dental procedures when the use of a hospital or outpatient facility is required because of an underlying medical condition, clinical status, or because of the severity of the dental procedure
  - HPSM will coordinate such services with the Member's dental plan, if any

### **Cost to Member**

- No co-payment, except for the following:
  - \$5 co-payment per visit for physical, occupational, and speech therapy performed on an outpatient basis

### **Exclusions**

- Services of a dentist or oral surgeon for dental procedures (except medically necessary surgical procedures for conditions affecting the upper and lower jawbone or associated bone/joints)
- Dental appliances or prosthetics

## **Inpatient Hospital Services**

### **Description**

- General hospital services in a room of two or more with customary furnishings and equipment, meals (including special diets as medically necessary), and general nursing care. Includes all medically necessary ancillary services such as:
  - Use of operating room and related facilities
  - Intensive care unit and services
  - Drugs, medications, and biologicals
  - Anesthesia and oxygen
  - Diagnostic laboratory and x-ray services
  - Special duty nursing as medically necessary
  - Physical, occupational, and speech therapy
  - Respiratory therapy
  - Administration of blood and blood products
  - Other diagnostic, therapeutic, and rehabilitative services as medically necessary
  - Coordinate discharge planning including the planning of continuing care as medically necessary

Includes inpatient hospital services in connection with dental procedures when hospitalization is required because of an underlying medical condition, clinical status, or because of the severity of the dental procedure. HPSM will coordinate such services with the Member's dental plan, if any.

### **Cost to Member**

No co-payment

### **Exclusions**

- Personal comfort items or a private room in a hospital unless medically necessary
- Services of a dentist or oral surgeon are excluded for dental procedures (except medically necessary surgical procedures for conditions affecting the upper and lower jaw or associated bone joints)

## **Family Planning Services**

### **Description**

- Voluntary family planning services are covered including the following:
  - Counseling and surgical procedures for sterilization as permitted by State and Federal law
  - Contraceptive (birth control) drugs, devices and product methods, including all FDA-approved contraceptive drugs, devices and products prescribed by your provider. This includes the insertion or removal of IUD and Norplant, diaphragms, or other FDA approved birth control methods.
    - ▷ You must have a prescription from your provider in order for your birth control to be covered by HPSM. Birth control bought over-the-counter (without a prescription) is not covered. And devices pursuant to the prescription drug benefit including insertion or removal of IUD and Norplant.
    - ▷ You can get a 12 month supply of FDA-approved hormonal birth control at one time from a network pharmacy. This only applies to birth control that you give yourself (self-administered), such as birth control pills, patches, and vaginal rings.
  - Office visits for family planning
  - Lab and x-rays
  - Pregnancy test
  - Treatment for problems resulting from family planning care
  - Pregnancy terminations
  - Emergency contraception when provided by an HPSM pharmacist or a non-HPSM pharmacist in a medical emergency

**Cost to Member**

No co-payment

**Exclusions**

- Infertility treatment

**Health Education****Description**

- Effective health education services including tobacco cessation classes, information regarding personal health behavior and care, and recommendations regarding the optimal use of health services provided by HPSM or care organizations affiliated with the Health Plan.

**Cost to Member**

No co-payment

**Durable Medical Equipment (DME)****Description**

- Medical equipment necessary for use in the home which:
  - Primarily serves a medical purpose
  - Is intended for repeated use
  - Is generally not useful to a person in the absence of illness or injury
- HPSM may determine whether to rent or purchase standard equipment. Repair or replacement is covered unless necessitated by misuse or loss. Durable Medical Equipment that is covered includes:
  - Oxygen and oxygen equipment
  - Blood glucose monitors and apnea monitors
  - Pulmoaides and related supplies
  - Nebulizer machines, tubing and related supplies, peak flow meters, and spacer devices for metered dose inhalers
  - Insulin pumps and related necessary supplies
  - Ostomy bags and urinary catheters and supplies

**Cost to Member**

No co-payment

**Exclusions**

- Comfort and convenience items
- Disposable supplies, except ostomy bags, urinary catheters, and supplies
- Exercise and hygiene equipment
- Devices not medical in nature such as sauna baths, elevators, or modifications to the home or automobile
- Deluxe equipment
- More than one piece of equipment that serves the same function, unless medically necessary

## **Orthotics And Prosthetics**

### **Description**

- Orthotics and prosthetics are covered as follows:
  - Medically necessary replacement prosthetic devices as prescribed by a licensed practitioner acting within the scope of his or her license
  - Medically necessary replacement orthotic devices when prescribed by a licensed practitioner acting within the scope of his or her license
  - Initial and subsequent prosthetic devices and installation accessories to restore a method of speaking incidental to a laryngectomy
  - Therapeutic footwear for diabetics
  - Prosthetic device or reconstructive surgery incidental to mastectomy
- Covered items must be Physician-prescribed, custom-fitted, standard orthotic or prosthetic devices, authorized by HPSM, and dispensed by a Participating Provider. Repair is provided unless necessitated by misuse or loss. HPSM, at its option, may replace or repair an item.

### **Cost to Member**

No co-payment

## **Outpatient Mental Health Services**

### **Description**

- Outpatient mental health services are authorized, arranged, and provided by the San Mateo County Behavioral Health & Recovery Services.
  - Mental health will be provided on the same basis as any other illness including treatment of a Severe Mental Illness and Serious Emotional Disturbances (SED). Medically necessary benefits include the following:
    1. Outpatient services
    2. Partial hospitalization services
    3. Prescription drugs
  - Family members may be involved in the treatment to the extent the Health Plan determines it is necessary for the health and recovery of the Member.
  - Behavioral health treatment (BHT) services are provided for Pervasive Development Disorder (PDD) or Autism.
  - There are no visit limitations for any mental health condition, including conditions that are not Serious Mental Illness (SMI) or Severe Emotional Disturbance (SED).

### **Cost to Member**

\$5 co-payment per outpatient mental health visit

No copayment for Partial Hospitalization services

No copayment for Behavioral Health Treatment for Pervasive Development Disorder or Autism.

## **Inpatient Mental Health Services**

### **Description**

- Inpatient mental health care, including residential treatment, when authorized by the San Mateo County Behavioral Health & Recovery Services and performed by a participating mental health provider for the treatment of an acute phase of a mental health condition during a certified confinement in a San Mateo County Mental Health Plan participating hospital.
- No day limitations for severe mental illnesses or SED. Severe mental illnesses include, but are not limited to:
  - Schizophrenia



- Schizoaffective disorder
- Bipolar disorder (manic depressive illness)
- Major depressive disorder
- Panic disorder
- Obsessive-compulsive disorder
- Pervasive developmental disorder or Autism
- Anorexia Nervosa
- Bulimia Nervosa
- There are no visit limitations for any mental health condition, including conditions that are not Serious Mental Illness (SMI) or Severe Emotional Disturbance (SED).

#### **Cost to Member**

No co-payment

### **Outpatient Alcohol And Drug Abuse Services**

#### **Description**

- Crisis intervention and treatment of alcoholism or drug abuse on an outpatient basis as medically necessary
- Partial Hospitalization services

#### **Cost to Member**

\$5 co-payment per visit

No copayment for partial hospitalization services

### **Inpatient Alcohol And Drug Abuse Services**

#### **Description**

- Hospitalization for alcoholism or drug abuse as medically necessary to remove toxic substances from the system

#### **Cost to Member**

No co-payment

### **Home Health Care Services**

#### **Description**

- Those services that are prescribed or directed by a Participating Provider or other appropriate authority designated by HPSM
- Health services provided in the home by health care personnel (e.g., visits by RNs, VNs, and home health aides)
- Medically necessary physical therapy, occupational therapy, speech therapy, and respiratory therapy when prescribed by a licensed Participating Provider acting within the scope of his or her license
- Home Health Services are only those services that are prescribed or directed by a Participating Provider or other appropriate authority designated by HPSM
- If a basic health service can be provided in more than one medically necessary setting, it is within the discretion of the Participating Provider or other appropriate authority designated by HPSM to choose the setting for providing the care. HPSM exercises prudent medical case management to ensure that medically necessary care is rendered in the most appropriate setting. Medical case management may include consideration of whether a particular service or setting is cost-effective when there is a choice among several medically necessary alternative services or settings

**Cost to Member**

No co-payment, except for \$5 per visit for physical, occupational, and speech therapy performed in the home

**Exclusions**

- Custodial care

**Skilled Nursing Care****Description**

- Services prescribed by a Participating Provider or nurse practitioner and provided in a licensed skilled nursing facility when medically necessary. Includes:
  - Skilled nursing on a 24-hour per day basis
  - Room and board
  - X-ray and laboratory procedures
  - Respiratory therapy
  - Physical, occupational, and speech therapy
  - Medical social services
  - Prescribed drugs and medications
  - Medical supplies
  - Appliances and equipment ordinarily furnished by the skilled nursing facility
  - Maximum of one hundred (100) days per Benefit Year

**Cost to Member**

No co-payment, including physical, occupational, or speech therapy performed on an inpatient basis

**Exclusions**

Custodial care

**Physical, Occupational, and Speech Therapy****Description**

- Medically necessary therapy may be provided by a Participating Provider in a medical office or other appropriate outpatient setting, hospital, skilled nursing facility, or home

**Cost to Member**

No co-payment for inpatient therapy

\$5 co-payment per visit when provided on an outpatient basis including in the home

**Cataract Spectacles and Lenses****Description**

- Cataract spectacles and lenses, cataract contact lenses, or intraocular lenses that replace the natural lens of the eye after cataract surgery
- One pair of conventional eyeglasses or conventional contact lenses, if necessary, after cataract surgery with insertion of an intraocular lens

**Cost to Member**

- No co-payment

**Exclusions**

- All other eye glasses or lenses.

**Hearing Aids and Services****Description**

- Audiological evaluation to measure the extent of hearing loss
- Hearing aid evaluation to determine the most appropriate make and model of hearing aid
- Monaural or binaural hearing aids including ear mold(s), hearing aid instrument, initial battery, cords, and other ancillary equipment
- Visits for fitting, counseling, adjustments, repairs, etc., at no charge for a one-year period following the provision of a covered hearing aid

**Cost to Member**

No co-payment

**Exclusions**

- Purchase of batteries or other ancillary equipment except those covered under the terms of the initial hearing aid purchase and charges for a hearing aid which exceeds specifications prescribed for correction of a hearing loss
- Replacement parts for hearing aids and repair of a hearing aid after the covered one-year warranty period
- Replacement of a hearing aid more than once in any 36-month period
- Surgically implanted hearing devices such as cochlear implant

**Acupuncture****Description**

- Acupuncture services are provided as a self-referral benefit to Participating Providers
- Limited to a maximum of 20 visits per Benefit Year

**Cost to Member**

\$5 co-payment per visit

**Chiropractic****Description**

- Chiropractic services are provided as a self-referral benefit to Participating Providers
- Limited to a maximum of 20 visits per Benefit Year

**Cost to Member**

\$5 co-payment per visit

## **Podiatry**

### **Description:**

- 24 outpatient podiatric office visits per Benefit Year are provided as a self-referral benefit and do not require referral from a PCP, other doctor, or health professional.
- Other podiatric services, including additional office visits are the 24 self-referral visits, require prior authorization based on medical necessity.

### **Cost to Member**

\$5 Co-payment per visit.

## **Hospice Services**

### **Description**

- Hospice means care and services provided in a home by a licensed or certified provider that are:  
(a) Designed to provide palliative and supportive care to individuals who have received a diagnosis of a terminal illness, (b) directed and coordinated by medical professionals, and (c) with prior authorization by HPSM. The hospice benefit includes:
  - Development and maintenance of an appropriate plan of care
  - Skilled nursing services
  - Certified home health aide services
  - Homemaker services
  - Bereavement Services
  - Social services/counseling services
  - Dietary counseling
  - Physician services
  - Volunteer services by trained hospice volunteers
  - Short-term inpatient care
  - Physical therapy, occupational therapy, and speech therapy for symptom control or to maintain activities of daily living
  - Pharmaceuticals, medical equipment and supplies to the extent reasonable and necessary for the palliation and management of terminal illness

Hospice care is limited to those individuals who are diagnosed with a terminal illness with a life expectancy of one year or less, certified by a physician, and who elect hospice care for such illness instead of the traditional services covered by the Health Plan. The hospice election may be revoked at any time. Hospice services include the provision of palliative medical treatment of pain and other symptoms associated with a terminal disease, but do not provide for efforts to cure the disease.

## **Clinical Cancer Trials**

### **Description**

- Coverage for a Member's participation in a cancer clinical trial, Phase I through IV, when the Member's physician has recommended participation in the trial, and
- Member meets the following requirements:
  - Member must be diagnosed with cancer
  - Member must be accepted into a Phase I, Phase II, Phase III, or Phase IV clinical trial for cancer
  - Member's treating physician, who is providing covered services, must recommend participation in the clinical trial after determining that participation will have a meaningful potential to the Member, and
- Trial must meet following requirements:
  - Trials have a therapeutic intent with documentation provided by the treating physician

- Treatment provided must be approved by one of the following:
    1. the National Institutes of Health, the Federal Food and Drug Administration, the U.S. Veterans Administration, or
    2. involve a drug that is exempt under the federal regulations from a new drug application
- Charges for routine patient care costs of a Member. These are costs associated with the provision of health care services, including drugs, items, devices and services that would otherwise be covered if they were not provided in connection with an approved clinical trial program. Routine patient costs for cancer clinical trials include:
  - Health care services required for the provision of the investigational drug, item, device or service
  - Health care services required for the clinically appropriate monitoring of the investigational drug, item, device or service
  - Health care service provided for the prevention of complications arising from the provision of the investigational drug, item, device or service
  - Health care services needed for the reasonable and necessary care arising from the provision of the investigational drug, item, device, or service including diagnosis or treatment of complications
- Member may request an Independent Medical Review (IMR) of HPSM's coverage decisions. Information on how to request an IMR is on page 51.

### **Exclusions**

- Provision of non-FDA-approved drugs or devices that are the subject of the trial
- Services other than health care services, such as travel, housing and other non-clinical expenses that a Member may incur due to participation in the trial
- Any item or service that is provided solely to satisfy data collection and analysis needs and that is not used in the clinical management of the patient
- Health care services that are otherwise not a benefit (other than those excluded on the basis that they are investigational or experimental)
- Health care services that are customarily provided by the research sponsors free of charge for any enrollee in the trial
- Coverage for clinical trials may be restricted to participating hospitals and physicians in California, unless the protocol for the trial is not provided in California

### **Cost to Member**

No co-payment

## **Organ Transplants**

### **Description**

- Coverage for medically necessary organ transplants and bone marrow transplants prescribed by a Participating Provider in accordance with nationally recognized standards of practice Reasonable medical and hospital expenses of a donor or an individual identified as a prospective donor if these expenses are directly related to the transplant for a Member
- Charges for testing of relatives for matching bone marrow transplants
- Charges associated with the search and testing of unrelated bone marrow donors through a recognized donor registry and charges associated with the procurement of donor organs through a recognized donor transplant bank, if the expenses are directly related to the anticipated transplant for a Member
- Member may request an Independent Medical Review (IMR) of HPSM's coverage decisions.
  - Information on how to request an IMR is on page 53

## **Blood And Blood Products**

### **Description**

- Processing, storage, and administration of blood and blood products in outpatient settings
- Includes the collection of autologous blood when medically necessary

### **Cost to Member**

No co-payment

## **Mastectomies and Lymph Node Dissection Surgeries**

### **Description**

- The length of a hospital stay associated with mastectomies and lymph node dissections are determined by the attending physician and surgeon in consultation with the Member. Coverage includes all complications from a mastectomy including lymphedema.

### **Cost to Member**

No co-payment

## **Mental Health and Alcohol and Drug Abuse Services**

Mental health and alcohol and drug abuse services are provided by the San Mateo County Behavioral Health & Recovery Services. Members utilizing these services must comply with the Behavioral Health & Recovery Services' authorization requirements if applicable.

Prior authorization is required for the following:

### **Mental health services**

- partial hospital services
- intensive outpatient services

### **Alcohol and Substance Abuse Services**

- partial hospital services
- intensive outpatient services

For information about providers and access to care, Members should call the Behavioral Health & Recovery Services ACCESS Call Center at **1-800-686-0101**.

Requests for new mental health and alcohol and drug abuse services are handled by the Behavioral Health & Recovery Services' ACCESS Call Center, which authorizes services based on the needs of each individual member. Mental Health and alcohol and drug abuse benefits will be provided on the same basis as any other illness including medically necessary treatment of severe mental illness at any age. Call the ACCESS Call Center to find out more about receiving these services.

The Behavioral Health & Recovery Services provides coverage for psychiatrist prescribed drugs and lab tests. Use the phone numbers below to contact the Behavioral Health & Recovery Services regarding your mental health care needs.

Mental Health ACCESS Call Center

**1-800-686-0101**

TDD: **1-800-943-2833**

Monday through Friday, 8:00 a.m. to 5:00 p.m.

Psychiatric Emergency Services

In a psychiatric emergency, please call **9-1-1** or go directly to the closest Emergency Room for help.

Mental Health Services Patient Advocate

Adults **1-800-388-5189**





## **Section 7**

### **Exclusions and Limitations of Benefits**

#### **The Following Health Benefits Are Excluded Under The Health Plan:**

1. Any services or items specifically excluded in the Benefits Description section.
2. Any benefits in excess of limits specified in the Benefits Description section.
3. Services, supplies, items, procedures, or equipment that is not medically necessary, unless otherwise specified in the Benefits Description section.
4. Any services that were received prior to the Member's effective date of coverage. This exclusion does not apply to covered services to treat complications arising from services received prior to the Member's effective date.
5. Any services that are received subsequent to the time coverage ends.
6. Experimental or investigational services, including any treatment, therapy, procedure or drug or drug usage, facility or facility usage, equipment or equipment usage, device or device usage, or supply that is not recognized as being in accordance with generally accepted professional medical standards or for which the safety and efficacy have not been determined for use in the treatment of a particular illness, injury or medical condition for which the item or service in question is recommended or prescribed. Your right to appeal a denial of experimental or investigational services is explained on page 53.
7. Medical services that are received in an emergency care setting for conditions that are not emergencies if you reasonably should have known that an emergency care situation did not exist.
8. Eyeglasses, except for those eyeglasses or contact lenses necessary after a cataract surgery which are covered under the "Cataract Spectacles and Lenses" benefit.
9. The diagnosis and treatment of infertility is not covered unless provided in conjunction with covered gynecological services. Treatments of medical conditions of the reproductive system are not excluded.
10. Long-term care benefits including long-term skilled nursing care in a licensed facility and respite care are excluded except when HPSM determines they are less costly, satisfactory alternatives to the basic minimum benefits. This section does not exclude short-term skilled nursing care or hospice benefits as provided pursuant to "Skilled Nursing Care" and "Hospice" benefits.
11. Treatment for any bodily injury or sickness arising from or sustained in the course of any occupation or employment for compensation, profit or gain for which benefits are provided or payable under any worker's compensation benefit plan. HPSM shall provide services at the time of need, and the Member or Member's legal guardian shall cooperate to ensure that HPSM is reimbursed for such benefits.
12. Services that are eligible for reimbursement by insurance or covered under any other insurance or health care service plan. HPSM shall provide services at the time of need, and the Member or Member's legal guardian will cooperate to ensure that HPSM is reimbursed for such benefits.
13. Cosmetic surgery that is solely performed to alter or reshape normal structure of the body in order to improve appearance.
14. Personal or comfort items such as telephones, TVs, guest trays, personal hygiene items, disposable supplies (except ostomy bags or urinary catheters) and other supplies.
15. Services for the dentist or oral surgeon for inpatient dental procedures (this does not exclude coverage for any surgical procedure directly affecting the upper or lower jawbone or associated bone joints). Consult your chosen Dental Plan for all other coverage.

16. Drugs or medications for cosmetic use.
17. Exercise and hygiene equipment; experimental or research equipment; devices not medical in nature such as sauna baths and elevators, or modifications to the home or automobile; deluxe equipment; or more than one piece of equipment that serves the same function, unless medically necessary.
18. A private room in a hospital unless medically necessary, as determined by HPSM.
19. Corrective shoes and arch supports, (except for therapeutic footwear for diabetics); non-rigid devices such as elastic knee supports, corsets, elastic stockings, and garter belts, dental appliances, electronic voice producing machines, except as medically necessary.
20. Coverage for transportation by airplane, passenger car, taxi or other form of public transportation.
21. Home Health custodial care and physical therapy and rehabilitation which are not medically necessary.
22. Skilled nursing custodial care provided by skilled nurses or skilled nursing facility.
23. Replacement parts for hearing aids, repair of a hearing aid after the covered one year warranty period, replacement of a hearing aid more than once in a thirty six (36) month period, and surgically implanted hearing devices. The purchase of batteries or other ancillary equipment, (except those covered under the terms of the first hearing aid purchase) and any charges for a hearing aid which exceeds specifications prescribed for correction of a hearing loss.
24. Pediatric care is excluded except for newborn examinations and nursery care that are provided only up to 48 hours or 96 hours (after a cesarean section) of life while the mother is hospitalized.

## Section 8

# Grievance and Appeals Process

Our commitment to you is to ensure not only quality of care, but also quality in the treatment process. This quality of treatment extends from the professional services provided by plan providers to the courtesy extended to you by our Member Services representatives. If you have questions about the services you receive from a plan provider, we recommend that you first discuss the matter with your provider. If you continue to have a concern regarding any service you receive, call HPSM's Member Services at **1-800-750-4776** or **650-616-2133**. Members with hearing or speech impairments can call TTY: **1-800-735-2929** or dial **7-1-1** (California Relay Service).

### Appeal

If you think that HPSM has denied your request for a service or other benefit incorrectly, you can request an appeal of HPSM's decision. You can file an appeal with HPSM within **180 calendar days** from the date of HPSM's original decision. Appeals can be filed with either a Member Services Representative by calling **1-800-750-4776** or **650-616-2133** or by speaking with a Grievance and Appeals Coordinator at **1-888-576-7227** or **650-616-2850**. You can obtain a copy of HPSM's Grievance and Appeals Policy and Procedure by calling our Member Services Department.

### Grievance

If you have any other type of complaint against HPSM or a provider, you can file a grievance. You can file a grievance with HPSM within **180 calendar days** from the date of the incident. Grievances can be filed with either a Member Services Representative by calling **1-800-750-4776** or **650-616-2133** or by speaking with a Grievance and Appeals Coordinator at **1-888-576-7227** or **650-616-2850**. You can obtain a copy of HPSM's Grievance and Appeals Policy and Procedure by calling our Member Services Department.

### How to Submit a Grievance or Appeal

To begin the Grievance or Appeal process, you can call, write, or fax the plan at:

Grievance and Appeals Unit  
Health Plan of San Mateo  
801 Gateway Boulevard, Suite 100  
South San Francisco, CA 94080

Phone: **1-800-750-4776** or **650-616-2850**  
Fax: **650-829-2002**  
Website: [www.hpsm.org](http://www.hpsm.org)

HPSM will acknowledge receipt of your grievance within five (5) days and will resolve your grievance within thirty (30) days. If your grievance involves an imminent and serious threat to your health, including but not limited to severe pain, potential loss of life, limb or major bodily function, you or your provider may request that HPSM expedite its grievance review. HPSM will evaluate your request for an expedited review and, if your grievance qualifies as an urgent grievance, we will resolve your grievance within three (3) days from receipt of your request.

You are not required to file a grievance with HPSM before asking the Department of Managed Health Care to review your case on an expedited review basis. If you decide to file a grievance with HPSM in which you ask for an expedited review, HPSM will immediately notify you in writing that:

1. You have the right to notify the Department of Managed Health Care about your grievance involving an imminent and serious threat to health, and
2. We will respond to you with a written statement on the pending status or disposition of the grievance no later than 72 hours from receipt of your request to expedite review of your grievance.

### Independent Medical Reviews

If medical care that is requested for you is denied, delayed or modified by HPSM or a plan provider, you may be eligible for an Independent Medical Review (IMR). If your case is eligible and you submit a request for an IMR to the Department of Managed Health Care (DMHC), information about your case will be submitted to a medical specialist who will review the information provided and make an independent determination on your case. You will receive a copy of the determination. If the IMR specialist so determines, HPSM will provide coverage for the health care services.

**An IMR is available in the following situations:**

1. (a) Your provider has recommended a health care service as medically necessary, or  
(b) You have received urgent care or emergency services that a provider determined was medically necessary, or  
(c) You have been seen by an in-plan provider for the diagnosis or treatment of the medical condition for which you seek independent review, and
2. The disputed health care service has been denied, modified, or delayed by HPSM or one of its plan 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 HPSM and the disputed decision was upheld or the grievance remains unresolved after 30 calendar days.

If your grievance qualifies for expedited review, you are not required to file a grievance with HPSM prior to requesting an IMR. Also, the DMHC may waive the requirement that you follow HPSM's grievance process in extraordinary and compelling cases.

For cases that are not urgent, the IMR organization designated by DMHC will provide its determination within thirty (30) days of receipt of your application and supporting documents. For urgent cases involving an imminent and serious threat to your health, including but not limited to severe pain, potential loss of life, limb or major bodily function, the IMR organization will provide its determination within three (3) business days. At the request of the experts, the deadline can be extended by up to three (3) days if there is a delay in obtaining all necessary documents.

The IMR process is in addition to any other procedures or remedies that may be available to you. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against the plan regarding the care that was requested. You pay no application or processing fees for an IMR. You have the right to provide information in support of your request for IMR. For more information regarding the IMR process or to request an application form, please call HPSM's Member Services at **1-800-750-4776** or **650-616-2133**. Members with hearing or speech impairments can call TTY: **1-800-735-2929** or dial **7-1-1** (California Relay Service).

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

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

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

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

The California Department of Managed Health Care is responsible for regulating health care service plans. If you have a grievance against HPSM, you should first telephone HPSM at **1-800-750-4776** or **650-616-2133** and use HPSM's grievance process before contacting the department. Members with hearing or speech impairments can call TTY: **1-800-735-2929** or dial **7-1-1** (California Relay Service).

Using this grievance procedure does not prohibit any legal rights or remedies that may be available to you. If you need help with a grievance involving an emergency, a grievance that has not been

Satisfactorily resolved by HPSM, 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 an IMR, the IMR process will provide an impartial view of medical decisions made by a health plan related to the medical necessity of a proposed service or treatment, coverage decisions for treatments that are experimental or investigational in nature and payment disputes for emergency and urgent medical services. The Department of Managed Health Care Has a toll-free telephone number, **1-888-HMO-2219**, to receive complaints regarding health plans. The hearing and speech impaired may use the department's TDD line (**1-877-688-9891**) number, to contact the department. The Department's Internet website (<http://www.hmohelp.ca.gov>) has complaint forms, IMR application forms and instructions online.

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

## **Mediation**

You or your authorized representative can request voluntary mediation with HPSM. You need not participate in mediation for more than thirty (30) days before being able to submit a Grievance to the Department of Managed Health Care. You can still submit a Grievance with the Department after completing mediation. You and HPSM will share the cost of mediation.



## **Section 9**

### **General Information**

#### **Entire Contract**

The San Mateo County Public Authority Contract for IHSS workers, the City of San Mateo's contract for part time employees, this Member Handbook and Evidence of Coverage, and any amendments or attachments shall constitute the entire Contract of coverage.

#### **Amendments and Alterations**

Amendments to the Contract, including any change in benefits, shall be effective as stated in the written amendment signed by an authorized officer of the San Mateo County Public Authority or the City of San Mateo and by an authorized officer of the San Mateo Health Commission.

No alteration of the contract and no waiver of any of its provisions shall be valid unless evidenced by an Amendment for the San Mateo Health Commission's part, executed by an authorized officer of the San Mateo Health Commission. No agent has authority to change the contract or to waive any of its provisions. HPSM reserves the right to amend this Agreement unilaterally to address any law or regulatory requirements. Members will be given at least thirty (30) days' notice of any increases in amounts paid (Premium or Co-payments) or change in benefits.

#### **Notice of Changes**

At the expiration or termination of the San Mateo County Public Authority (SMCPA) or City of San Mateo Contract, the Health Plan shall cooperate fully with San Mateo County Public Authority (SMCPA) or City of San Mateo in effecting orderly transition of the Members covered under the contract to other contractors. The Health Plan shall send a notice approved by San Mateo County Public Authority (SMCPA) or City of San Mateo to all known members at least 15 days prior to the expiration or termination of the San Mateo County Public Authority (SMCPA) or City of San Mateo's Contract.

#### **Clerical Error**

A clerical error shall not deprive any Member of Coverage under the Contract. Failure to report the termination of Coverage shall not continue such Coverage beyond the date it is scheduled according to the terms of the Contract. Upon discovery of a clerical error, an appropriate adjustment in Health Services fees shall be made.

#### **Other Health Insurance**

It is to your advantage to let your network provider know if you have medical coverage in addition to this program. Most carriers cooperate with one another to avoid duplicate payments, but still allow you to make use of both programs. If you have other insurance there are rules that decide which insurance company pays first. The insurance that pays first is the "primary payer" and pays up to the limits of its coverage. The insurance that pays second, called the "secondary payer" only pays if there are costs left uncovered by the primary coverage. As long as you are working, HealthWorx HMO is primary to your other insurance.

The San Mateo County Public Authority does not allow San Mateo County In-Home Supportive Services (IHSS) Workers to enroll in HealthWorx if the IHSS worker has other health coverage at the time of enrollment. IHSS Workers may be disenrolled from the HealthWorx program if they have other health coverage.

### **Members with Medicare**

This plan is not intended for most Medicare beneficiaries. If you are or become eligible for Medicare, you should contact HPSM at **1-800-750-4776** or **650-616-2133**. Members with hearing or speech impairments can call TTY: **1-800-735-2929** or dial **7-1-1** (California Relay Service).



## **Who Pays First When You Have Medicare**

When you have other insurance (like employer group health coverage), there are rules that decide whether Medicare or your other insurance pays first. The insurance that pays first is called the “primary payer” and pays up to the limits of its coverage. The one that pays second, called the “secondary payer,” only pays if there are costs left uncovered by the primary coverage.

If you have HealthWorx HMO and Medicare, the following rules generally apply:

- If you are working, HealthWorx HMO pays first.
- If you are retired, Medicare pays first.
- If you are over age 65 and still working, HealthWorx HMO pays first.

If you have Medicare, tell your doctor, hospital, and pharmacy. If you have questions about who pays first, or you need to update your other insurance information, call HPSM Member Services Department.

Be sure to advise your provider of all programs under which you have coverage so that you will receive all benefits to which you are entitled. For further information, contact HPSM’s Member Services Department.

## **Third-Party Recovery Process and Member Responsibilities**

The Member agrees that, if benefits of this Agreement are provided to treat an injury or illness caused by the wrongful act or omission of another person or third party, provided that the Member is made whole for all other damages resulting from the wrongful act or omission before HPSM is entitled to reimbursement, Member shall:

- Reimburse HPSM for the reasonable cost of services paid by HPSM to the extent permitted by California Civil Code section 3040 immediately upon collection of damages by him or her, whether by action or law, settlement or otherwise; and
- Fully cooperate with HPSM’s effectuation of its lien rights for the reasonable value of services provided by HPSM to the extent permitted under California Civil Code section 3040. HPSM’s lien may be filed with the person whose act caused the injuries, his or her agent or the court.

HPSM shall be entitled to payment, reimbursement, and subrogation in third-party recoveries and Member shall cooperate to fully and completely effectuate and protect the rights of HPSM including prompt notification of a case involving possible recovery from a third party.

## **Non-Duplication of Benefits with Workers’ Compensation**

If, pursuant to any Workers’ Compensation or Employer’s Liability Law or other legislation of similar purpose or import, a third party is responsible for all or part of the cost of medical services provided by HPSM, we will provide the benefits of this Agreement at the time of need. The Member will agree to provide HPSM with a lien on such Workers’ Compensation medical benefits to the extent of the reasonable value of the services provided by the HPSM. The lien may be filed with the responsible third party, his or her agent, or the court. For purposes of this subsection, reasonable value will be Determine to be the usual, customary, or reasonable charge for services in the geographic area where the services are rendered. By accepting coverage under this Agreement, Members agree to cooperate in protecting the interest of HPSM under this provision and to execute and to deliver to HPSM or its nominee any and all assignments or other documents that may be necessary or proper to fully and completely effectuate and protect the rights of HPSM or its nominee.

## **Coordination of Benefits**

By enrolling in HPSM each Member agrees to complete and submit to HPSM such consents, releases, assignments and any other document reasonably requested by HPSM to ensure and obtain

reimbursement and to coordinate coverage with other health benefit plans or insurance policies. The payable benefits will be reduced when benefits are available to a Member under such other plan or policy whether or not claim is made for the same.

## **Coordination of Services**

### **California Children's Services (CCS)**

CCS is a California medical program that treats those under 21 with certain physically handicapping conditions and who need specialized medical care. This program is available to those in California whose families meet certain medical, financial and residential eligibility requirements. Services provided through the CCS Program are coordinated by the local county CCS office. If a HealthWorx HMO member's Primary Care Physician (PCP) suspects or identifies a possible CCS eligible condition, he/she must refer the Member to the local county CCS Program. The CCS Program will determine if the Member's condition is eligible for CCS services. CCS providers and specialty centers are highly trained to treat CCS eligible Evidence of Coverage, Section 6 conditions. As long as the Member remains enrolled in HealthWorx HMO, the Health Plan of San Mateo will continue to provide primary care and prevention services that are not related to the CCS eligible condition, as described in this document, and will also work with the CCS Program to coordinate care provided by both the CCS Program and HPSM. The CCS office must verify residential status for each Member in the CCS Program. If you are referred to the CCS Program, you will be asked to complete a short application to verify residential status and ensure coordination of care after the referral has been made. If a Member does not meet CCS financial eligibility criteria, HPSM will provide coverage for care related to a CCS eligible condition. Additional information about the CCS Program can be obtained by calling CCS at **650-616-2500**.

## **Provider Payment**

HPSM pays doctors and health care providers on a fee-for-service basis. This means that the doctors provide health care services to Members and then send a bill to HPSM. Hospitals, Skilled Nursing Facilities and Hospices are paid a daily rate. There are no risk-sharing provisions in these payment arrangements, and no financial penalties designed to limit health care. In fact, there are incentives for many of our providers to provide the appropriate levels and types of health care to our Members.

### **Reimbursement Provisions—If You Receive a Bill**

To make sure your doctor knows how to bill for your care, please tell the doctor's office staff that you are an HPSM Member. Always show your HPSM ID card when you get services.

You should not be billed for services except in certain cases:

- If you asked for and received services that aren't covered, such as cosmetic surgery.
- If you go to an out-of-network doctor for non-emergency services.
- If you didn't pay your co-payment at the time of your visit.

If you receive a bill for these services you are responsible to pay.

If you receive a bill for a service that is a benefit or from an out-of-network provider at an in-hospital or in-network facility that was authorized by HPSM, **please do not pay the bill**. Call the provider's office immediately and ask them to bill HPSM. The provider can call HPSM and we can explain to them how to bill us. The number for a provider to call is on your ID card. If you are unsure what to do, you can call a Member Services Representative.

Please do not ignore bills from providers. If you end up being sent to Collections for a bill, we may not be able to help you as easily. You may end up being responsible for part or all of the bill.

If you have already paid a bill for services, for example for emergency services, we will work with the provider to get you a refund. You will have to submit a copy of the bill with your name, ID number (on your Member ID card) your phone number, a receipt of payment, and date and reason for the bill.

You must also submit proof of payment. Send the bill to:

Member Services Department  
Health Plan of San Mateo  
801 Gateway Blvd., Suite 100  
South San Francisco, CA 94080

Your written request should be mailed to HPSM within 3 months from the date you received services, or as soon as reasonably possible, but in no event later than 12 months after receiving the care.

## **Public Participation**

The Consumer Advisory Committee, which is made up of HPSM Members and professional advocates who work on behalf of HPSM's membership, is a standing advisory group of the San Mateo Health Commission, which is responsible for the Health Plan of San Mateo. The committee advises the Commission on how the Health Plan can best serve Members. It also reviews policy issues that the Commission will decide so that the Members can participate before final decisions are made. The consumer member of HPSM's governing body represents consumers on HPSM's Quality Assessment and Improvement Committee.

If you would like to apply for membership on the Consumer Advisory Committee, please contact an HPSM Member Services Representative at **1-800-750-4776** or **650-616-2133**.

## **Notifying You of Changes In The Plan**

Throughout the year we may send you updates about changes in the plan. This can include updates to the Provider Directory, Handbook, and Evidence of Coverage. We will keep you informed and are available to answer any questions you may have. Call us at **1-800-750-4776** or **650-616-2133** if you have any questions about changes in the plan.

## **Privacy Practices**

HPSM will protect the privacy of Member's health information. Contracted providers are also required to protect your health information. Protected health information includes your name, social security number, and other information that reveals who you are. You have the right, with certain exceptions, to see and receive copies of your health information that HPSM maintains, correct or update your health information, and ask us for an accounting of certain disclosures of your health information.

HPSM may use or disclose your health information for treatment, payment and health care operations, including measuring the quality of care and services that you receive. We are sometimes required by law to give protected health information to government agencies or in judicial actions. In addition, we will not use or disclose your health information for any other purpose without your (or your representative's) written authorization, except as described in our Notice of Privacy Practices.

A copy of HPSM's Notice of Privacy Practice is included in this Member Handbook. Contact HPSM's Member Services Department at **1-800-750-4776** or **650-616-2133** for an additional copy. Our Notice of Privacy Practices is also on our website at [www.hpsm.org](http://www.hpsm.org).

## **Authorization for Release Of Information**

The Health Plan of San Mateo will not release individually identifiable medical or personal information without obtaining authorization from the Member or the Member's designee, except as allowed in statute. HPSM may release information that is not individually identifiable.

In order to release medical information for purposes not related to treatment, payment, or health care operations, or as required by law (including any release of individually specific genetic testing information), HPSM will seek authorization from the Member or the Member's designee.

## **Organ and Tissue Donation**

Donating organs and tissues provides many societal benefits. Organ and tissue donation allows recipients of transplants to go on to lead fuller and more meaningful lives. Currently, the need for organ transplants far exceeds availability. If you are interested in organ donation, please speak with your physician. Organ donation begins at the hospital when a patient is pronounced brain dead and identified as a potential organ donor. An organ procurement organization will become involved to coordinate the activities. The U.S. Department of Health and Human Services' website ([www.organdonor.gov](http://www.organdonor.gov)) has additional information on donating your organs and tissues.

## **Advance Directives**

The California Health Care Decision Law offers several ways for you to control the kind of health care you will receive if you become very ill or unconscious, including:

- A Power of Attorney for Health Care which lets you appoint someone to make health care decisions for you when you cannot speak for yourself. It also lets you write down your own views on life support and other treatments.
- Individual health care instructions let you express your wishes concerning life support and other treatment. You can express these wishes to your doctor and have them documented in your medical chart, or you can put them in writing and have that made a part of your medical chart.

For additional information about advance health care directives, including how to obtain forms and instructions, contact our Member Services Department at **1-800-750-4776** or **650-616-2133**.

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**Ang pahinang ito ay sadyang iniwan na blangko.**





Healthy is for everyone.



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tel 650.616.0050 local

fax 650.616.0060

tty 800.735.2929 or dial 7-1-1

**[www.hpsm.org](http://www.hpsm.org)**