

**Supplement to the Combined  
Evidence of Coverage  
& Disclosure Form**



**Behavioral Health Care**



**Plan N**

*... making people's lives better<sup>SM</sup>*



INSIDE FRONT COVER

**BEHAVIORAL HEALTH OF CALIFORNIA (PBHC)  
SCHEDULE OF BENEFITS**

PRE-AUTHORIZATION IS REQUIRED FOR ALL MENTAL HEALTH SERVICES, CHEMICAL DEPENDENCY SERVICES AND SEVERE MENTAL ILLNESS (SMI) BENEFITS. YOU DO NOT NEED TO GO THROUGH YOUR PRIMARY CARE PHYSICIAN, BUT YOU MUST OBTAIN PRIOR AUTHORIZATION THROUGH PACIFICARE BEHAVIORAL HEALTH OF CALIFORNIA (PBHC), AN AFFILIATE OF PACIFICARE THAT SPECIALIZES IN MENTAL HEALTH AND CHEMICAL DEPENDENCY BENEFITS. PBHC IS AVAILABLE TO YOU TOLL-FREE, 24 HOURS A DAY, 7 DAYS A WEEK, AT (800) 999-9585.

**MENTAL HEALTH SERVICES**

INPATIENT, RESIDENTIAL AND DAY TREATMENT	100%
<i>UP TO 45 DAYS PER CALENDAR YEAR BASED ON THE FOLLOWING LEVELS OF CARE:</i>	
<i>INPATIENT TREATMENT = 1 DAY</i>	
<i>RESIDENTIAL TREATMENT = 50% OF 1 DAY</i>	
<i>DAY TREATMENT = 50% OF 1 DAY</i>	
OUTPATIENT TREATMENT	SAME AS MEDICAL PLAN OFFICE VISIT COPAYMENT
<i>UP TO 45 VISITS PER CALENDAR YEAR</i>	
EMERGENCY AND URGENTLY NEEDED SERVICES <sup>1</sup>	SAME AS MEDICAL PLAN EMERGENCY AND URGENTLY NEEDED SERVICES <sup>1</sup> COPAYMENT, WAIVED IF ADMITTED AS INPATIENT

**CHEMICAL DEPENDENCY SERVICES**

INPATIENT, RESIDENTIAL AND DAY TREATMENT	100%
<i>UP TO 45 DAYS PER CALENDAR YEAR BASED ON THE FOLLOWING LEVELS OF CARE:</i>	
<i>INPATIENT TREATMENT = 1 DAY</i>	
<i>RESIDENTIAL TREATMENT = 50% OF 1 DAY</i>	
<i>DAY TREATMENT = 50% OF 1 DAY</i>	
OUTPATIENT TREATMENT	SAME AS MEDICAL PLAN OFFICE VISIT COPAYMENT
<i>UP TO 45 VISITS PER CALENDAR YEAR</i>	
EMERGENCY AND URGENTLY NEEDED SERVICES <sup>1</sup>	SAME AS MEDICAL PLAN EMERGENCY AND URGENTLY NEEDED SERVICES <sup>1</sup> COPAYMENT, WAIVED IF ADMITTED AS INPATIENT

**SEVERE MENTAL ILLNESS BENEFIT<sup>2</sup>**

INPATIENT, RESIDENTIAL AND DAY TREATMENT	100%
<i>UNLIMITED DAYS</i>	
OUTPATIENT TREATMENT	SAME AS MEDICAL PLAN OFFICE VISIT COPAYMENT
<i>UNLIMITED VISITS</i>	
EMERGENCY AND URGENTLY NEEDED SERVICES <sup>1</sup>	SAME AS MEDICAL PLAN EMERGENCY AND URGENTLY NEEDED SERVICES <sup>1</sup> COPAYMENT, WAIVED IF ADMITTED AS INPATIENT

THE LIFETIME DOLLAR MAXIMUM FOR SEVERE MENTAL ILLNESS WILL BE APPLIED TO MEDICAL PLAN LIFETIME DOLLAR MAXIMUM BENEFIT, IF APPLICABLE.

<sup>1</sup> URGENTLY NEEDED SERVICES ARE MEDICALLY NECESSARY SERVICES REQUIRED OUTSIDE THE SERVICE AREA TO PREVENT SERIOUS DETERIORATION OF A MEMBER'S HEALTH RESULTING FROM AN UNFORESEEN ILLNESS OR INJURY MANIFESTING ITSELF BY ACUTE SYMPTOMS OF SUFFICIENT SEVERITY, INCLUDING SEVERE PAIN, SUCH THAT TREATMENT CANNOT BE DELAYED UNTIL THE MEMBER RETURNS TO THE SERVICE AREA.

<sup>2</sup> SEVERE MENTAL ILLNESS DIAGNOSES INCLUDE: ANOREXIA NERVOSA, BIPOLAR DISORDER, BULIMIA NERVOSA, MAJOR DEPRESSIVE DISORDER, OBSESSIVE-COMPULSIVE DISORDER, PANIC DISORDER, PERSISTENT DEVELOPMENTAL DISORDER OR AUTISM, SCHIZOAFFECTIVE DISORDER, AND SCHIZOPHRENIA. IN ADDITION, THE SEVERE MENTAL ILLNESS BENEFIT INCLUDES COVERAGE OF SERIOUS EMOTIONAL DISTURBANCE OF CHILDREN (SED).

**Contacting us:**

PacifiCare Behavioral Health of California      [www.pacificare.com](http://www.pacificare.com)  
23046 Avenida de la Carlota, Suite 700      800-999-9585  
Laguna Hills, California 92653      888-877-5378 (TDHI)

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# *INTRODUCING*

## *PacifiCare Behavioral Health of California's Behavioral Health Care Plan*

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**THIS IS A SUPPLEMENT TO THE PACIFICARE OF CALIFORNIA MEDICAL COMBINED  
EVIDENCE OF COVERAGE AND DISCLOSURE FORM**

Your PacifiCare of California Medical Plan includes mental health and chemical dependency coverage through PacifiCare Behavioral Health of California (PBHC). This coverage includes the treatment of Severe Mental Illness (SMI) for adults and children and treatment for children with Serious Emotional Disturbances (SED). As a PacifiCare of California Behavioral Health Member, you and your eligible Dependents always have direct, around-the-clock access to behavioral health benefits. You do not need to go through a Primary Care Physician (PCP) to access your behavioral health and all services are completely confidential.

This Combined Evidence of Coverage and Disclosure Form (EOC) contains a summary of the terms and conditions of your coverage with PacifiCare Behavioral Health of California and all applicants have a right to view this document prior to enrollment. This EOC should be used in conjunction with your PacifiCare of California Combined Evidence of Coverage and Disclosure Form, and it should be read completely and carefully. Individuals with special behavioral health needs should carefully read those sections that apply to them.

Please refer to the PacifiCare Behavioral Health of California Schedule of Benefits in this EOC and your PacifiCare of California Medical Schedule of Benefits for a summary of benefits, copayments, exclusions and limitations. It is important that you carefully read the following information so you will know how to access your behavioral health care benefits.

This is only a summary of your Behavioral Health Managed Care Plan. The PacifiCare of California and PBHC Group Subscriber Agreements (“Group Agreements”) must be consulted to determine the exact terms and conditions of your coverage. Copies of the Group Agreements are available from your Group, from PacifiCare of California, or from PacifiCare Behavioral Health of California upon request.

**PacifiCare Behavioral Health of California, Inc.**

**23046 Avenida de la Carlota, Suite 700**

**Laguna Hills, California 92653**

**(800) 999-9585**

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# ***How Your PacifiCare Behavioral Health Benefits Work***

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Welcome to PacifiCare Behavioral Health of California (PBHC). Our mission is to provide our Members with quality behavioral health care.

- We offer you direct 24-hour access to our services.
- We coordinate and pay for all behavioral health care as provided under your Plan, provided you use our Participating Providers.
- You may have some Copayments or Coinsurance amounts.

## ***WHAT DOES PACIFICARE BEHAVIORAL HEALTH OF CALIFORNIA DO?***

PBHC arranges Behavioral Health Services for our Members. All services covered under this benefit plan will be provided by a PBHC Participating Provider and must be pre-authorized by PBHC, except in the case of an Emergency. Simply call the PBHC Customer Service Department at (800) 999-9585 at any time of the day or night to learn more about your benefits. Our staff is always there to assist you with understanding your benefits, authorizing services, helping you select a provider, or anything else related to your benefits under this Plan.

PBHC authorizes an appropriate number of visits based on PBHC's treatment guidelines for your behavioral health condition. These guidelines are available to you upon request and have been distributed to all Participating Providers in our network.

## ***WHAT IS BEHAVIORAL HEALTH?***

Behavioral health is the name for the treatment of:

- Mental health conditions, including treatment for the Severe Mental Illness of an adult or child and/or the Serious Emotional Disturbance of a child, and
- Alcohol and drug problems, also known as Chemical Dependency.

## ***WHAT IS SEVERE MENTAL ILLNESS?***

A Severe Mental Illness (SMI) includes the diagnosis and Medically Necessary treatment of the following conditions:

- Anorexia Nervosa
- Bipolar Disorder
- Bulimia Nervosa
- Major Depressive Disorder
- Obsessive-Compulsive Disorder
- Panic Disorder
- Pervasive Developmental Disorder or Autism
- Schizoaffective Disorder
- Schizophrenia

## ***WHAT IS THE SERIOUS EMOTIONAL DISTURBANCE OF A CHILD?***

The Serious Emotional Disturbance (SED) of a child is defined as a child who:

1. Has one or more mental disorders as defined by the Diagnostic and Statistical Manual (DSM-IV), other than a primary substance use disorder or developmental disorder, that results in behavior inappropriate to the child's age according to expected developmental norms; and
2. Is under the age of eighteen (18) years old.
3. Furthermore, the child must meet one or more of the following criteria:
  - a. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occur:
    - i. the child is at risk of removal from home or has already been removed from the home,
    - ii. the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment; or

- 
- b. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; or
  - c. The child meets the special education eligibility requirements under Chapter 26.5, commencing with Section 7570 of Division 7 of Title 1 of the Government Code of the State of California.

***DO I NEED A REFERRAL FROM MY PRIMARY CARE PHYSICIAN TO GET BEHAVIORAL HEALTH SERVICES?***

No. You can call PBHC directly to obtain Behavioral Health Services. If you would like us to, we will help coordinate the care you receive from your PBHC Participating Provider and the services provided by your Primary Care Physician (PCP). This may be very important when you have both medical and behavioral health problems. PBHC will obtain the appropriate consents before information is released to your PCP. You may call PBHC Customer Service at any time to start this process.

***HOW DO I GET BEHAVIORAL HEALTH SERVICES?***

**Step 1**

To get Behavioral Health Services, you must call PBHC first, except in an Emergency. Just call PBHC Customer Service at (800) 999-9585. A PBHC staff member will make sure you are an eligible Plan Member and answer any questions you may have about your benefits. The PBHC staff member will conduct a brief telephone screening by asking you questions, such as:

- What are the problems or symptoms you are having?
- Are you already seeing a Participating Provider?
- What kind of provider do you prefer?

You will then be given the name and telephone number of a PBHC Participating Provider near your home or work that meets your needs.

**Step 2**

You call the PBHC Participating Provider's office to make an appointment.

**Step 3**

After your first visit, your PBHC Participating Provider will get approval for any additional services you need that are covered under the Plan. You do not need to call PBHC again.

***WHAT IF I WANT TO CHANGE MY PARTICIPATING PROVIDER?***

Simply call the PBHC Customer Service toll-free number at (800) 999-9585 to select another PBHC Participating Provider.

***IF I SEE A PROVIDER WHO IS NOT PART OF PBHC'S PROVIDER NETWORK, WILL IT COST ME MORE?***

Yes. If you are enrolled in this Plan and choose to see a provider who is not part of the PBHC network, the services will be excluded and you will have to pay for the entire cost of the treatment with no reimbursement from PBHC, except in an Emergency.

In addition, such charges will not be considered part of the Plan's Appeal Process, quality improvement process or any other process provided for under the terms of this coverage. Please refer to your PBHC Schedule of Benefits, Covered Services and Exclusions and Limitations found later in this EOC for additional information.

***CAN I CALL PBHC IN THE EVENING OR ON WEEKENDS?***

Yes. If you need services after normal business hours, please call PBHC's Customer Service Department. A staff member is always there to help.

## **WHAT IS AN EMERGENCY?**

An Emergency is a condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that a prudent layperson would expect the absence of immediate Behavioral Health Services could result in any of the following:

- Immediate harm to self or others;
- Placing your health in serious jeopardy;
- Serious impairment of your functioning; or
- Serious dysfunction of any bodily organ or part.

A situation will be considered an Emergency if you or your Dependent are temporarily outside of California, experience a situation which requires Behavioral Health Services, and a delay in treatment by a PBHC Participating Provider in California would result in a serious deterioration to your health.

## **WHAT HAPPENS IN AN EMERGENCY?**

### **Step 1**

In an Emergency, get help or treatment immediately.

**This means you should call “911” or go directly to the nearest medical facility for treatment if you have to.**

### **Step 2**

Then, within 48 hours of your Emergency, or as soon as is reasonably possible after your condition is stable, you or someone acting on your behalf, needs to call us at (800) 999-9585. **This is important.**

**Emergency Services are covered only as long as the condition continues to be an Emergency. Once the condition is under control and you can be safely transferred or discharged, additional charges incurred through the emergency care facility will not be covered.**

### **Step 3**

PBHC will arrange follow up services for your condition after an Emergency. PBHC may move you to a Participating Provider in our network, as long as the move would not harm your health.

It is appropriate for you to use the “911” emergency response system, or alternative emergency system in your area, for assistance in an emergency situation when ambulance transport services are required and you reasonably believe that your condition is immediate, serious and requires emergency transport services to take you to the appropriate facility.

In a situation which you consider Urgent, but not life threatening, call our Customer Service Department for assistance in finding a provider near your location. If a Participating Provider cannot be located, you may be sent to a provider outside of our PBHC network.

**It is very important that you follow the steps outlined above. If you do not, you may be financially responsible for services received.**

## **IF I AM OUT OF STATE OR TRAVELING, AM I STILL COVERED?**

Yes, but only in an Emergency or Urgent situation. If you think you are experiencing an Emergency or require Urgently Needed Services, get treatment immediately. Then, as soon as reasonably possible, call the PBHC Customer Service Department to ensure your Emergency Treatment is covered. **This is important.**

If you are traveling outside of the United States, you can reach PBHC by calling (818) 782-1100 for additional instructions on what to do in the case of an Emergency or Urgent situation.

# ***Provider Information***

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## ***ABOUT OUR PARTICIPATING PROVIDERS***

Call the PBHC Customer Service Department for:

- Information on PBHC Participating Providers;
- Provider office hours;
- Background information such as their areas of specialization;
- A copy of the PacifiCare Behavioral Health of California Provider Directory; or
- Information on how to get referrals for behavioral health specialists.

You can also view a listing of PBHC Participating Providers on our Internet Web site at [www.pbhi.com](http://www.pbhi.com).

## ***WHO ARE PACIFICARE BEHAVIORAL HEALTH'S PARTICIPATING PROVIDERS?***

PBHC's Participating Providers include hospitals, group practices and individual professionals. All Participating Providers are carefully screened and must meet strict PBHC licensing and program standards.

## ***HOW ARE PARTICIPATING PROVIDERS COMPENSATED BY PBHC?***

Our Participating Providers are paid on a discounted fee-for-service basis for the services they provide to you. This means that our Participating Providers have agreed to provide services to you at the normal fee they charge, minus a discount. PacifiCare Behavioral Health of California does not compensate its providers based on their utilization patterns.

If you would like to know more about fee-for-service reimbursement, you may request additional information from the PBHC Customer Service Department or your PBHC Participating Provider.

## ***WHAT IF I AM SEEING A PARTICIPATING PROVIDER AND HE OR SHE IS TERMINATED FROM THE NETWORK?***

In the event your Participating Provider is no longer a part of the PBHC provider network for reasons other than a medical disciplinary cause, fraud or other criminal activity, you may be eligible to continue receiving care from that provider following the termination, providing the terminated provider agrees to continue to provide services under the terms and conditions of the contract they had with PBHC at the time their contract ended. Continued care from the terminated provider may be up to ninety (90) days or longer if Medically Necessary for chronic, serious or acute conditions, if you are receiving Behavioral Health Services and are in a crisis period, or until your care can be safely transferred to another PBHC Participating Provider.

If you have any questions about this provision or would like a copy of our Continuity of Care Policy, you may call our Customer Service Department.

## **CONTINUING TREATMENT FOR NEW MEMBERS**

Continuing Treatment is for Members who:

1. were not offered an out-of-network option or did not have the option to continue with their previous health plan at the time of enrollment under this Plan;
2. have been eligible and enrolled in this Plan for less than thirty (30) days;
3. had no other health plan choice other than through PacifiCare's arrangement with PBHC;
4. are under treatment by a non-participating provider at the time of enrollment for a condition listed in the DSM-IV;
5. the treatment is a covered Behavioral Health Service or benefit under this Plan; and
6. have a condition where an immediate change in Practitioner could present a risk of harm to self or others.

Such Behavioral Health Services may be covered by PBHC for the purpose of safely transitioning you to a Participating Provider. If these services are approved by PBHC, PBHC may cover them to the extent that the services would be covered under your PBHC plan by a PBHC Participating Provider.

### **Outpatient Treatment**

For outpatient treatment, the Member may be eligible for the appropriate number of visits necessary to treat the condition with the existing non-participating provider in order to safely transition the Member to a PBHC Participating Provider.

### **Inpatient Treatment**

If you are receiving inpatient services, a PBHC Clinician will complete a comprehensive clinical assessment first. If the Behavioral Health Services meet our inpatient guidelines, the PBHC Clinician will approve care at the non-PBHC facility.

If the inpatient services do not meet PBHC's guidelines for inpatient care, we will approve the number of days necessary in order to move you safely to a Participating Provider with as little disruption as possible, provided such a request is authorized by PBHC. PBHC will authorize an appropriate number of days in consideration of the potential clinical effect that a change of provider would have on you for the treatment of your acute condition. Call or have your provider call us to discuss this with a PBHC Clinician or Customer Service Associate.

If approved, the Member and provider will receive immediate authorization via telephone and a letter of confirmation via certified mail. PBHC will pay the non-participating provider at the same benefit level for approved services as they would to a Participating Provider.

If a Member is denied authorization for continuing benefits and would like to appeal the denial decision, they may refer to the Appeals Process found later in this EOC.

## **PUBLIC POLICY PARTICIPATION**

PBHC affords its Members the opportunity to participate in establishing its public policy. One third of PBHC's Board of Directors is comprised of PBHC Members. If you are interested in participating in the establishment of PBHC's public policy, please call the PBHC Customer Service Department for more details.

## **WHAT ABOUT NEW TREATMENTS?**

PBHC's Medical Director and other professionals meet at least once a year to review new behavioral health treatments and programs. These new treatment programs are available to Members only after PBHC determines they are safe and effective.

## **CONCURRENT REVIEWS**

Concurrent review will occur on a regular basis to determine continuing Medical Necessity for your treatment. During such reviews, a PBHC Clinician, in conjunction with your Participating Provider monitors the course of treatment to determine its effectiveness, appropriate level of care, and continued Medical Necessity. A PBHC Clinician must authorize all extended lengths of stays and transfers to different levels of care as well as any related additional services.

## **WHAT IF I GET A BILL?**

You should not get a bill from your PBHC Participating Provider because PBHC's Participating Providers have been instructed to send all their bills to us for payment. You may however, have to pay a Copayment to the Participating Provider each time you receive services. You could also get a bill from an emergency room provider if you use Emergency care. If this happens, send PBHC the original bill or claim as soon as possible and keep a copy for yourself. You are responsible only for the amount of your Copayment, as described in the Schedule of Benefits in this EOC.

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PBHC will not pay for bills or claims given to us that are more than one year old. Mail bills or claims to:

PacifiCare Behavioral Health of California, Inc.  
Claims Department  
23046 Avenida de la Carlota, Suite 700  
Laguna Hills, CA 92653

**Non-Emergency Treatment provided by non-participating providers and facilities is not covered by PBHC.**

### ***TERMINATION OF BENEFITS - CONDITIONS FOR TERMINATION***

Please refer to the Termination of Benefits Section of your PacifiCare of California Medical Combined Evidence of Coverage and Disclosure Form.

### ***YOUR FINANCIAL RESPONSIBILITIES***

Please refer to the Payment Responsibility Section of your PacifiCare of California Medical Combined Evidence of Coverage and Disclosure Form.

### ***CONFIDENTIALITY OF INFORMATION***

PBHC protects the confidentiality of all Member information in its possession, including treatment records and personal information. If you would like a copy of our Confidentiality policy, you may call our Customer Service Department at (800) 999-9585.

### ***AUTHORIZATION AND DENIAL OF BEHAVIORAL HEALTH CARE SERVICES***

PBHC uses Medical Necessity criteria or guidelines to determine whether to approve, delay, modify or deny Behavioral Health Services to its Members. The criteria used to delay, modify or deny requested services in the Member's specific case will be disclosed to the PBHC Participating Provider and to the Member. The public is also able to receive specific criteria or guidelines, based on a particular diagnosis, upon request.

PBHC qualified physicians, other appropriate qualified licensed health care professionals, and PBHC Participating Providers make decisions to deny, delay, or modify requests for authorization of Behavioral Health Services, based on Medical Necessity, within the following timeframes as required by California State Law:

- Decisions appropriate for the nature of the Member's condition, not to exceed five (5) business days from PBHC's receipt of information reasonably necessary to make the decision.
- If the Member's condition poses an imminent and serious threat to their health, including, but not limited to, severe pain, potential loss of life, limb, or other major bodily function, or lack of timeliness would be detrimental in regaining maximum function, the decision will be rendered in a timely fashion appropriate for the nature of the Member's condition, not to exceed seventy-two (72) hours after PBHC's receipt of the information reasonably necessary and requested by PBHC to make the determination.

If the decision cannot be made within these timeframes because (i) PBHC is not in receipt of all the information reasonably necessary and requested, or (ii) PBHC requires consultation by an expert reviewer, or (iii) PBHC has asked that an additional examination or test be performed upon the Member, provided the examination or test is reasonable and consistent with good medical practice, PBHC will notify the Participating Provider and the Member, in writing, that a decision cannot be made within the required timeframe. The notification will specify the information requested but not received or the additional examinations or tests required, and the anticipated date on which a decision may be rendered. Upon receipt of all information reasonably necessary and requested by PBHC, PBHC shall approve or deny the request for authorization within the timeframes specified above as applicable.

PBHC notifies requesting Participating Providers of decisions to approve, modify or deny requests for authorization of Behavioral Health Services for Members within twenty-four (24) hours of the decision. Members are notified of decisions, in writing, within two (2) business days of the decision, including a description of the reasons for the decision, the criteria or guidelines used, the clinical reasons for decisions regarding Medical Necessity, and information about how to file an appeal of the decision with PBHC.

If you would like a copy of PBHC's description of the processes utilized for authorization, modification or denial of Behavioral Health Services, or the criteria or guidelines related to a particular condition, you may contact the PBHC Customer Service Department.

## **EXPERIMENTAL AND INVESTIGATIONAL THERAPIES**

PBHC also provides an external, independent review process to review its coverage decisions regarding Experimental or Investigational therapies for PBHC Members who meet all of the following criteria:

1. You have a Life-Threatening or Seriously Debilitating condition, as defined below, and which meet the criteria listed in items 2, 3, 4 and 5 below:
  - “Life-Threatening” means either or both of the following: (i) diseases or conditions where the likelihood of death is high unless the course of the disease is interrupted; (ii) diseases or conditions with potentially fatal outcomes, where the end point of clinical intervention is survival.
  - “Seriously Debilitating” means diseases or conditions that cause major irreversible morbidity.
2. Your PBHC Participating Provider certifies that you have a Life-Threatening or Seriously Debilitating condition, as defined above, for which standard therapies have not been effective in improving your condition, or for which standard therapies would not be medically appropriate for you, or for which there is no more beneficial standard therapy covered by PBHC than the therapy proposed pursuant to paragraph (3); and
3. Either (a) your PBHC Participating Provider has recommended a treatment, drug, device, procedure or other therapy that he or she certifies in writing is likely to be more beneficial to you than any available standard therapies, and he or she included a statement of the evidence relied upon by the Participating Provider in certifying his or her recommendation; or (b) you, or your non-contracting physician who is a licensed, board-certified or board-eligible physician or provider qualified to practice in the area of practice appropriate to treat your condition, has requested a therapy that, based on two documents from medical and scientific evidence, as defined in the California Health and Safety Code Section 1370.4(d), is likely to be more beneficial for you than any available standard therapy. Such certification must include a statement of the evidence relied upon by the physician in certifying his or her recommendation. PBHC is not responsible for the payment of services rendered by non-contracting providers that are not otherwise covered under the Member’s PBHC benefits; and

4. A PBHC Medical Director or designee has denied your request for a drug, device, procedure or other therapy recommended or requested pursuant to paragraph (3); and
5. The treatment, drug, device, procedure or other therapy recommended pursuant to paragraph (3) above would be a covered service, except for PBHC’s determination that the treatment, drug, device, procedure or other therapy is Experimental or Investigational.

Please refer to the “Independent Medical Review of Disputed Health Care Services” Section found later in this EOC for more information.

## **SECOND OPINIONS**

A Member, or his or her treating PBHC Participating Provider, may submit a request for a second opinion to PBHC either in writing or verbally through the PBHC Customer Service Department. Second opinions will be authorized for situations, including but not limited to, when: (i) the Member questions the reasonableness or necessity of recommended procedures; (ii) the Member questions a diagnosis or plan for care for a condition that threatens loss of life, loss of limb, loss of bodily functions, or substantial impairment, including but not limited to a chronic condition; (iii) the clinical indications are not clear or are complex and confusing, a diagnosis is in doubt due to conflicting test results, or the treating provider is unable to diagnose the condition and the Member requests an additional diagnosis; (iv) the Treatment Plan in progress is not improving the medical condition of the Member within an appropriate period of time given the diagnosis and plan of care, and the Member requests a second opinion regarding the diagnosis or continuance of the treatment; or (v) the Member has attempted to follow the plan of care or consulted with the initial provider concerning serious concerns about the diagnosis or plan of care.

The request for a second opinion will be approved or denied by PBHC’s Medical Director or designee in a timely fashion appropriate for the nature of the Member’s condition. Second opinions can only be rendered by a provider who possesses the clinical background related to the illness or condition associated with the request for a second opinion. If you are requesting a second opinion about care received from your PBHC Participating Provider, the second opinion will be provided by a provider of your choice within the PBHC Participating Provider network.

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A second opinion will be documented by a consultation report which will be made available to you. If the Provider giving the second opinion recommends a particular treatment, diagnostic test or service covered by PBHC, and it is determined to be Medically Necessary by your Participating Provider, the treatment, diagnostic test or service will be provided or arranged by the Member's Participating Provider. However, the fact that a Participating Provider, furnishing a second opinion, recommends a particular treatment, diagnostic test or service does not necessarily mean that the treatment, diagnostic test or service is Medically Necessary or a covered service under your PBHC Plan. You will be responsible for paying any Copayment, as set forth in your Schedule of Benefits, to the PBHC Participating Provider who renders the second opinion.

If the Member's request for a second opinion is denied, the Member may appeal the denial by following the procedures outlined in the PBHC Appeals Process described below.

# ***Responding to Your Concerns – The PBHC Appeals Process***

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Our first priority is to meet your needs and that means providing responsive service. If you ever have a question or problem, your first step is to call the PBHC Customer Service Department for resolution.

If you feel the situation has not been addressed to your satisfaction, you may submit a formal complaint over the telephone by calling the PBHC toll-free number. You can also file a complaint in writing:

PacifiCare Behavioral Health of California, Inc.  
Post Office Box 55307  
Sherman Oaks, CA 91413-0307  
Attn: Appeals Department

## **APPEALS PROCESS**

All Members have the right to appeal any claim denial or denial of treatment authorization. Members, or their authorized representatives including their treating providers, may initiate the Appeal Process either verbally or in writing, however, it may be necessary for PBHC to request written clinical or other information in order for the appeal to be reviewed. All Member appeals shall be reviewed and responded to in writing within thirty (30) Calendar Days of receipt of all information necessary for review by PBHC.

### **PBHC Appeals Process**

A Member or authorized Member representative may initiate the Appeal Process either verbally by calling the Customer Service Department toll-free telephone number, or in writing to the address indicated above. Within five (5) days of receipt of written appeals, acknowledgment letters are sent to the individual initiating the appeal.

The appeal is reviewed by the PBHC Director of Clinical Services or designee. The Member is notified in writing of the determination within thirty (30) business days of receipt of the appeal and provided with instructions for initiating the next level of appeal as well as the opportunity to use our External Review Process, if applicable. All determinations and rationale for determinations are documented in writing to the provider and Member. If PBHC is unable to review the appeal within thirty (30) business days of receipt of the appeal, the individual who initiated the appeal will be notified of the delay, the specific reason for the delay, and the expected date of completion of the review.

Further, the Member may seek assistance or review by the Department of Managed Health Care (DMHC) at any time after participating in the PBHC Appeal Process for more than thirty (30) days. If this occurs, the Member will have an additional sixty (60) days from the date of the final resolution of the matter by the DMHC to elect binding arbitration.

## **EXPEDITED REVIEW PROCESS**

Appeals involving an imminent or serious threat to the health of the Member, including but not limited to, severe pain, potential loss of life, limb, or other major bodily function will be immediately referred to the PBHC Medical Director for expedited review, regardless of whether such appeal is received orally or in writing. If an appeal has been sent to the PBHC Medical Director for immediate expedited review, PBHC will immediately inform the Member, in writing, of his or her right to notify the DMHC of the appeal. PBHC will provide the Member and the DMHC with a written statement of the disposition or pending status of the expedited review no later than three (3) days from receipt of complaint.

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

You may request an Independent Medical Review (IMR) of disputed health care services from the Department of Managed Health Care if you believe that health care services have been improperly denied, modified, or delayed by PBHC or one of its Participating Providers. A “disputed health care service” is any health care service eligible for coverage under your subscriber contract that has been denied, modified, or delayed by PBHC or one of its Participating Providers, in whole or in part because the service is not Medically Necessary. Be sure to check the “IMR Eligibility” Section below to see if your grievance qualifies for an IMR.

The IMR process is in addition to any other procedures or remedies that may be available to you under this PBHC Appeal Process. You pay no application or processing fees of any kind for IMR. You have the right to provide information in support of the request for an IMR. PBHC will provide you with an IMR application form with any grievance disposition letter that denies, modifies, or delays health care services. A decision not to participate in the IMR process may cause you to forfeit any statutory right to pursue legal action against PBHC regarding the disputed health care service.

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**IMR Eligibility:** Your application for an IMR will be reviewed by the DMHC to confirm that:

1. Your provider has recommended a health care service as Medically Necessary; or
2. You have received Urgent care or Emergency services that a provider determined was Medically Necessary; or
3. You have been seen by a PBHC Participating Provider for the diagnosis and treatment of the medical condition for which you seek independent review;
4. The disputed health care service has been denied, modified, or delayed by PBHC or one of its Participating Providers, based in whole or in part on a decision that the health care service is not Medically Necessary; and
5. You have filed a grievance with PBHC and the disputed decision is upheld or the grievance remains unresolved after thirty (30) days. If your grievance requires expedited review you may bring it immediately to the DMHC's attention. The DMHC may waive the preceding requirement that you follow PBHC's grievance process in extraordinary and compelling cases.

If your case is eligible for an IMR, the dispute will be submitted to a medical specialist who will make an independent determination of whether or not the care is Medically Necessary. You will receive a copy of the assessment made in your case. If the IMR determines the service is Medically Necessary, PBHC will provide the health care service.

For non-urgent cases, the IMR organization designated by the DMHC must provide its determination within thirty (30) days of receipt of your application and supporting documents. For urgent cases involving imminent and serious threat to your health, including but not limited to, serious pain, the potential loss of life, limb, or major bodily function, or the immediate and serious deterioration of your health, the IMR organization must provide its determination within three (3) business days.

For more information regarding the IMR process, or to request an application form, please call PBHC's Customer Service Department at (800) 999-9585.

### **Binding Arbitration and Voluntary Mediation**

If the Member is dissatisfied with the determination of the Independent Medical Review, the Member may, within sixty (60) days, submit or request that PBHC submit the appeal to binding arbitration or voluntary mediation before Judicial Arbitration and Mediation Services, Inc. (JAMS).

Upon submission of a dispute to JAMS, the Member and PBHC agree to be bound by the rules of procedure and the decision of JAMS. Full discovery shall be permitted in preparation for arbitration pursuant to California Code of Civil Procedure, Section 1283.05.

**PBHC AND THE MEMBER UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, THEY WAIVE THEIR CONSTITUTIONAL RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY AND INSTEAD ARE ACCEPTING THE USE OF ARBITRATION.**

If the Member is requesting voluntary mediation, in order to initiate mediation, the Member or agent acting on behalf of the Member, shall submit a written request for voluntary mediation. If the parties mutually agree to mediation, the mediation will be administered by JAMS in accordance with its Commercial Mediation Rules, unless otherwise agreed by the parties. Expenses for mediation shall be borne equally by both parties. The Department of Managed Health Care shall have no administrative or enforcement responsibilities in connection with the voluntary mediation process.

If the Member elects binding arbitration, with the exception of claims brought pursuant to "The PBHC Quality Review Process" Section below, any claim, controversy, dispute or disagreement between PBHC and the Member which arises out of or is related to this Agreement that is not resolved by the above appeals process shall be resolved by binding arbitration by a single arbitrator.

If the amount of the claim is less than \$200,000, then the arbitrator shall have no jurisdiction to award more than \$200,000.

JAMS, or other neutral administrator as PBHC shall designate, will administer the arbitration. The Comprehensive Arbitration Rules and Procedures ("Rules") in effect at the time demand for arbitration is made will be applied to the arbitration. The parties will endeavor to mutually agree to the appointment of the arbitrator, but if such agreement cannot be reached within thirty (30) days following the date demand for arbitration is made, the arbitrator appointment procedures in the Rules will be utilized.

Arbitration hearings shall be held at the neutral administrator's offices in Los Angeles, California or at such other location as the parties may agree to in writing. Civil discovery may be taken in such arbitration as provided by California law and civil procedure. The arbitrator(s) selected shall have the power to control the timing, scope

# Responding to Your Concerns

and manner of the taking of discovery and shall further have the same powers to enforce the parties' respective duties concerning discovery as would a Superior Court of California, including but not limited to, the imposition of sanctions. The arbitrator(s) shall have the power to grant all remedies provided by California law. The arbitrator(s) shall prepare, in writing, an award that includes the legal and factual reasons for the decision.

The parties shall divide equally the fees and expenses of the arbitrator(s) and the neutral administrator except that in cases of extreme hardship, PBHC may assume all or part of a Member's share of the fees and expenses of the arbitrator(s) provided the Member has submitted a hardship application with JAMS or such other neutral administrator designated by PBHC. The approval or denial of a hardship application shall be determined by such administrator. The arbitrator(s) shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California law. The Federal Arbitration Act, 9 U.S.C. Sections 1-4, shall also apply to the arbitration.

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

## ***THE PBHC QUALITY REVIEW PROCESS***

The Quality Review Process is a Member-initiated internal review process that addresses Member concerns regarding the quality or appropriateness of services provided by PBHC Participating Providers that has the potential for an adverse effect on the Member. Upon receipt of the Member's concern, the concern is referred to the Quality Improvement Department for investigation.

PBHC takes great pride in the quality of our Participating Providers. That is why complaints specifically about the quality of the care you receive from your Participating Provider are handled in an expedited fashion. Quality of care complaints that affect a Member's current treatment shall be immediately evaluated and if necessary, other appropriate PBHC personnel and the PBHC Participating Provider will be consulted.

The Quality Improvement Specialist or designee will be responsible for responding to questions the Member may have about his or her complaint and about the Quality Review process. In appropriate instances, the Quality Improvement Specialist may arrange a meeting between the Member and the Participating Provider.

The relevant medical records will be obtained from the appropriate providers and reviewed by the PBHC Quality Improvement Specialist or designee. If necessary, a letter is sent to the Participating Provider, as appropriate, requesting further information. Additional information will be received and reviewed by the Quality Improvement Specialist or his or her designee. After reviewing the medical records, the case is referred to the Peer Review Committee for review and recommendation of corrective action against the PBHC Participating Provider involved, if appropriate.

If the Member has submitted a written complaint, the Member shall be notified of the completion in writing within thirty (30) days. The oral and written communications involving the Quality Review Process and the results of the review shall remain confidential and cannot be shared with the Member. Nor can the outcome of the Quality Review Process be submitted to voluntary mediation or binding arbitration as described above under the PBHC Appeals Process. The Quality Improvement Specialist will follow-up to ensure that any corrective actions against a Participating Provider are carried out.

## ***REVIEW BY THE DEPARTMENT OF MANAGED HEALTH CARE***

The California Department of Managed Health Care is responsible for regulating health care service plans. The Department has a toll-free telephone number **(1-888-HMO-2219)** to receive complaints regarding health plans. The hearing and speech impaired may call the Department's direct toll-free number **(1-877-688-9891 (TDD))** or the California Relay Service's toll-free numbers **(1-800-735-2929 or 1-888-877-5378 (TTY))**. The Department's facsimile number is 1-916-229-4328. The Department's Internet Web site (<http://www.hmohelp.ca.gov>) has complaint forms and instructions online. If you have a grievance against PBHC, you should first telephone PBHC at **(1-800-999-9585, TDHI: 1-888-877-5378)** and use PBH's grievance process before contacting the Department. If you need help with a grievance involving an emergency, a grievance that has not been satisfactorily resolved by your plan, or a grievance that has remained unresolved for more than thirty (30) days, you may call the Department for assistance.

PBHC's grievance process and the Department'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.

# Covered Services

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Behavioral Health Services must be:

1. Incurred while the Member is eligible for PacifiCare benefits;
2. Pre-authorized by a PBHC Clinician as Medically Necessary; and
3. Rendered by a PBHC Participating Provider, except in the case of an Emergency.

PBHC will pay for the following Behavioral Health Services furnished in connection with the treatment as outlined in the Schedule of Benefits, provided the criteria above are met:

1. Inpatient Hospital Benefits/Acute Care and Partial Hospital Benefits – Inpatient hospital services provided at a PBHC Participating Facility, except in an Emergency.
2. Inpatient Physician Care – Services of physicians while the Member is hospitalized on an inpatient basis.
3. Physician Care – Diagnostic and treatment services including consultation and treatment.
4. Ambulance – Use of an ambulance (land or air) for emergencies, including but not limited to, ambulance or ambulance transport services provided through the “911” emergency response system is covered without prior authorization when the Member reasonably believes that the behavioral health condition requires Emergency Services that require ambulance transport services. Use of an ambulance for a non-emergency is covered when specifically authorized by PBHC.
5. Laboratory services – Diagnostic and therapeutic laboratory services are covered when related to the approved Behavioral Health Treatment Plan.
6. Inpatient Prescription Drugs – Inpatient Prescription Drugs are covered only when prescribed by a PBHC Participating Provider for Behavioral Health Services.
7. Outpatient Prescription Drugs – Outpatient Prescription Drugs are covered only if an Outpatient Prescription Drug Supplemental Benefit Rider is attached to the PacifiCare of California Agreement and the prescription drugs were prescribed by a PBHC Participating Provider for a Behavioral Health diagnosis.
8. Injectable Psychotropic Medications – Injectable psychotropic medications are covered if prescribed by a PBHC Participating Provider for a Behavioral Health diagnosis.
9. Psychological Testing - When pre-authorized by a PBHC Clinician and provided by a licensed psychologist under contract with PBHC.

# Exclusions and Limitations

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1. All exclusions and limitations listed in the PacifiCare of California Group Subscriber Agreement and EOC under the Exclusions and Limitations Section.
2. Treatment for any learning or reading disorder, mental retardation, motor skills disorder, and communication disorder.
3. Treatments which do not meet national standards for mental health professional practice.
4. Non-organic therapies, including but not limited to, the following: bioenergetics therapy, confrontation therapy, crystal healing therapy, educational remediation, EMDR, guided imagery, marathon therapy, primal therapy, rolfing, sensitivity training, transcendental meditation, Lovaas' Discrete Trial Training, Facilitated Communication, and EEG biofeedback (neurofeedback).
5. Organic therapies, including but not limited to, the following: aversion therapy, carbon dioxide therapy, environmental ecological treatment or remedies, herbal therapies, hemodialysis for schizophrenia, vitamin or orthomolecular therapy, and rapid anesthesia opiate detoxification.
6. Treatments designed to regress the Member emotionally or behaviorally.
7. Personal enhancement or self actualization therapy and other treatments.
8. Routine, custodial, convalescent care, long term therapy and/or rehabilitation. Individuals should be referred to appropriate community resources such as school districts and/or regional centers for these services.
9. Services provided by non-licensed providers for the treatment of any illness or injury.
10. Pastoral or spiritual counseling.
11. Dance, poetry, music or art therapy except as part of a Behavioral Health Treatment Program.
12. Thought field therapy.
13. School counseling and support services, home based behavioral management, household management training, peer support services, recreation, tutor and mentor services, independent living services, supported work environments, job training and placement services, therapeutic foster care, wraparound services, emergency aid to household items and expenses, and services to improve economic stability and interpretation services.
14. Genetic counseling.
15. Community care facilities that provide 24-hour non-medical residential care.
16. Services provided to the Member on an Out-of-Network basis. (SMI and SED coverage is only covered on an In-Network basis under this plan.)

# Understand Behavioral Health Care Terms

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The following definitions apply to your Behavioral Health benefits. These are in addition to the definitions provided in the PacifiCare of California Medical Plan Combined Evidence of Coverage and Disclosure Form. Please refer to the Schedules of Benefits to determine which definitions apply to your benefits.

**Alternative Levels of Care.** The least restrictive level of care used to return the Member to the pre-crisis level of function. Alternative Levels of Care, including partial day and day treatment, are used in lieu of inpatient hospitalization.

**Behavioral Health Services.** Chemical Dependency and Mental Health Services, including services for the treatment of SMI and SED of a child, collectively, to be provided to Members.

**Behavioral Health Treatment Plan.** A written clinical presentation of the Participating Provider's diagnostic impressions and therapeutic intervention plans. The Behavioral Health Treatment Plan is submitted routinely to the PBHC Clinician for review as part of the concurrent review monitoring process.

**Behavioral Health Treatment Program.** A structured treatment program aimed at the treatment and alleviation of Severe Mental Illness, Serious Emotional Disturbances of a child, Chemical Dependency and/or Mental Disorders.

**Benefit Plan Design.** The specific behavioral health benefit plan design for a PacifiCare Medical Plan which describes the coverage, pertinent terms and conditions for rendering Behavioral Health Services and the exclusions or limitations applicable to the covered Behavioral Health Services.

**Chemical Dependency.** An addictive relationship between a Member and any drug, alcohol or chemical substance that can be documented according to the criteria in the DSM-IV. Chemical Dependency does not include addiction to or dependency on (1) tobacco in any form, or (2) food substances in any form.

**Chemical Dependency Inpatient Treatment Program.** A structured medical and behavioral inpatient program aimed at the treatment and alleviation of Chemical Dependency.

**Chemical Dependency Services.** Services provided for the treatment of Chemical Dependency.

**Copayments.** Fees payable by the Member to a PBHC Participating Provider at the time of the provision of Behavioral Health Services, pursuant to this Agreement, which are in addition to the Plan Premiums paid by the Group. Such fees may be a specific dollar amount or a percentage of total fees, depending on the type of services provided.

**Crisis.** The sudden onset of severe behavioral symptoms and impairment of functioning due to a Mental Disorder or Chemical Dependency that in the absence or delay of medical attention and/or Behavioral Health Services, would result in:

- serious injury to life or limb and/or
- serious and permanent dysfunction to the Member.

**Custodial Care.** Personal services required to assist the Member in meeting the requirements of daily living. Custodial Care is not covered under this PBHC Behavioral Health Plan unless specifically listed in the Schedule of Benefits. Such services include, without limitation, assistance in walking, getting in or out of bed, bathing, dressing, feeding, or using the lavatory, preparation of special diets and supervision of medication schedules. Custodial Care does not require the continuing attention of trained medical or paramedical personnel.

**Customer Service Department.** The department designated by PBHC to whom oral or written Member issues may be addressed. The Customer Service Department may be contacted by telephone at (800) 999-9585 or in writing at:

PacifiCare Behavioral Health of California, Inc.  
Post Office Box 55307  
Sherman Oaks, CA 91413-0307

**Day Treatment Center.** A Participating Facility which provides a specific Behavioral Health Treatment Program on a full or part-day basis, pursuant to a written Treatment Plan, approved and monitored by a PBHC Participating Provider, and which is also licensed, certified or approved as a Facility by the appropriate state agency.

**Diagnostic and Statistical Manual (or DSM-IV).** The fourth edition of the Diagnostic and Statistical Manual of Mental Disorders, which is published by the American Psychiatric Association and which contains the criteria for diagnosis of Chemical Dependency and Mental Disorders.

# Understanding Behavioral Health Care Terms

**Emergency or Emergency Services.** A behavioral health condition manifesting itself by acute symptoms of sufficient severity, including severe pain, such that the prudent layperson would expect the absence of immediate Behavioral Health Services to result in any of the following:

- Immediate harm to self or others;
- Placing one's health in serious jeopardy;
- Serious impairment of one's functioning; or
- Serious dysfunction of any bodily organ or part.

If you or your Dependent are temporarily outside of California, experience a situation which requires Behavioral Health Services and a delay in treatment from a PBHC Participating Provider in California would result in a serious deterioration to your health, the situation will be considered an Emergency.

**Emergency Treatment.** Medically Necessary ambulance and ambulance transport services provided through the "911" (or alternative emergency response system) and medical screening, examination and evaluation by a Practitioner, to the extent permitted by applicable law and within the scope of their licensure and clinical privileges, to determine if an Emergency for a Behavioral Health condition exists, and if it does, the care and treatment by a Practitioner necessary to relieve or eliminate the Emergency within the capabilities of the Facility.

**Experimental and Investigational.** Please refer to the "Experimental and Investigational Therapies" Section of this EOC.

**Facility.** A health care facility which is duly licensed by the state in which it operates to provide inpatient, day treatment, partial hospitalization or outpatient care for the diagnosis and/or treatment of Behavioral Health Conditions.

**Group.** An employer, organization, association or other entity to whom the PBHC Group Agreement has been issued.

**Group Agreement.** The Agreement for the provision of Behavioral Health Services between the Group and PBHC.

**Group Therapy.** Goal-oriented Behavioral Health Services provided in a group setting (of usually about 6 to 12 participants) by a PBHC Participating Provider. Group Therapy can be made available to the Member in lieu of individual outpatient therapy when appropriate.

**Inpatient Treatment Center.** An acute care Participating Facility which provides Behavioral Health Services in an acute, inpatient setting, pursuant to a written Treatment Plan approved and monitored by a PBHC Participating Provider and which also:

- provides 24-hour nursing and medical supervision;
- has established a written referral relationship with a local hospital for patients beyond its scope of treatment capability; and
- is licensed, certified or approved as such by the appropriate state agency.

**Maximum Benefit.** The lifetime or annual maximum amount shown in the PBHC Schedule of Benefits which PBHC will pay for any authorized Behavioral Health Services provided to Members by PBHC Participating Providers, if applicable.

**Medical Detoxification.** Treatment for an unstable or acute medical condition exacerbated by the withdrawal from chemical substances including drugs or alcohol, including, but not limited to, diabetes mellitus, hypertension or serious withdrawal complications, such as delirium tremens or seizures, which is provided at an Emergency Facility or Inpatient Treatment Center. Such treatment includes a complete history and physical examination and medical supervision of Member's medical records. Medical Detoxification is not covered under this PBHC Benefit Plan.

**Medically Necessary (or Medical Necessity).** Services which are determined by PBHC to be:

- a. Rendered for the treatment or diagnosis of a Behavioral Health condition as defined by the DSM-IV;
- b. Appropriate for the symptoms, consistent with diagnosis, and otherwise in accordance with professionally recognized standards, which shall include the consideration of scientific evidence;
- c. Not furnished primarily for the convenience of the Member, the attending Physician, or other provider of service; and
- d. If more than one service, supply or level of care meets the requirements, of (a) through (c) above, furnished in the most cost-effective manner which may be provided safely and effectively to the Member.

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“Scientific evidence” as referenced in item (b) above, shall include peer reviewed medical literature, publications, reports, and other authoritative medical sources.

**Mental Disorder.** A mental or nervous condition diagnosed by a licensed Practitioner according to the criteria in the DSM-IV and limited to the impairment of a Member’s mental, emotional or behavioral functioning on a daily basis.

**Mental Health Services.** Behavioral Health Services for the treatment of Mental Disorders.

**Outpatient Treatment Center.** A licensed or certified Facility which provides a Behavioral Health Treatment Program in an outpatient setting.

**Participating Facility.** A health care or residential facility which is duly licensed in the State of California to provide inpatient, residential, day treatment, partial hospitalization or outpatient care for the diagnosis and/or treatment of covered Behavioral Health Services, and which has entered into a written agreement with PBHC.

**Participating Practitioner.** A psychiatrist, psychologist or other allied behavioral health care professional who is qualified and duly licensed or certified to practice his or her profession under the laws of the State of California, and who has entered into a written agreement with PBHC to provide covered Behavioral Health Services to Members.

**Participating Preferred Group Practice.** A provider group or independent practice association duly organized and licensed under the laws of the State of California to provide Behavioral Health Services through agreements with individual behavioral health care providers, each of whom is qualified and appropriately licensed to practice his or her profession in the State of California.

**Participating Providers.** Participating Practitioners, Participating Preferred Group Practices and Participating Facilities, collectively, each of which has entered into a written agreement with PBHC to provide covered Behavioral Health Services to Members.

**PBHC Clinician.** A person licensed as a psychiatrist, psychologist, clinical social worker, marriage family and child counselor, nurse or other licensed health care professional with appropriate training and experience in Behavioral Health Services, who is employed or under contract with PBHC, to perform case management services.

**Residential Treatment Center.** A Participating Facility which provides Behavioral Health Services on a full or part-day basis, pursuant to a written Treatment Plan approved and monitored by a Practitioner, and which also:

1. provides 24-hour nursing and medical supervision; and
2. is licensed, certified or approved as such by the appropriate state agency.

**Routine Detoxification.** Routine treatment and stabilization for symptoms resulting from withdrawal from chemical substances, including drugs or alcohol, which is provided at a PBHC Participating Provider without the necessity of intensive nursing, monitoring or procedures such as intravenous fluids. In order to obtain Routine Detoxification services, the Member must first obtain medical clearance from his or her Primary Care Physician under his or her medical or health plan for unstable medical problems exacerbated by withdrawal from chemical substances including, but not limited to, diabetes mellitus, hypertension or serious withdrawal complications which may necessitate Medical Detoxification.

**Schedule of Benefits.** The schedule of Behavioral Health Services, which is provided to a Member under this Plan. Also see the Schedule of Benefits under the PacifiCare of California Medical Plan.

**Serious Emotional Disturbances of a Child.** A Serious Emotional Disturbance (SED) of a child is defined as a child who:

1. Has one or more mental disorders as defined by the Diagnostic and Statistical Manual (DSM-IV), other than a primary substance use disorder or developmental disorder, that results in behavior inappropriate to the child’s age according to expected developmental norms; and
2. Is under the age of eighteen (18) years old.
3. Furthermore, the child must meet one or more of the following criteria:
  - a. As a result of the mental disorder, the child has substantial impairment in at least two of the following areas: self-care, school functioning, family relationships, or ability to function in the community; and either of the following occur:
    - i. the child is at risk of removal from home or has already been removed from the home,

# Understanding Behavioral Health Care Terms

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- ii. the mental disorder and impairments have been present for more than six months or are likely to continue for more than one year without treatment; or
- b. The child displays one of the following: psychotic features, risk of suicide or risk of violence due to a mental disorder; or
- c. The child meets special education eligibility requirements under Chapter 26.5 commencing with Section 7570 of Division 7 of Title 1 of the California Government Code.

**Severe Mental Illness.** Severe Mental Illness (SMI) includes the diagnosis and Medically Necessary treatment of the following conditions:

- Anorexia Nervosa
- Bipolar Disorder
- Bulimia Nervosa
- Major Depressive Disorder
- Obsessive-Compulsive Disorder
- Panic Disorder
- Pervasive Developmental Disorder or Autism
- Schizoaffective Disorder
- Schizophrenia

**Treatment Episode/Plan.** A structured course of treatment authorized by a PBHC Clinician and for which a Member has been admitted to a Facility, received Behavioral Health Services, and been discharged.

**Urgent or Urgently Needed Services.** Medically Necessary services required outside of the Service Area to prevent serious deterioration of a Member's health resulting from an unforeseen illness or injury manifesting itself by acute symptoms of sufficient severity, such that treatment cannot be delayed until the Member returns to the Service Area.

**Visit.** An outpatient session with a PBHC Participating Practitioner conducted on an individual or group basis during which Behavioral Health Services are delivered.

**IN ORDER TO FULLY UNDERSTAND YOUR BENEFIT PLAN, THIS PBHC COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM IS TO BE USED IN CONJUNCTION WITH YOUR PACIFICARE OF CALIFORNIA MEDICAL PLAN COMBINED EVIDENCE OF COVERAGE AND DISCLOSURE FORM. PLEASE READ BOTH DOCUMENTS CAREFULLY.**



INSIDE BACK COVER



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