

# MyCare (HMO)

## SCHEDULE OF BENEFITS

### Chiropractic/ Acupuncture Benefit

Western Health Advantage has contracted with Landmark Healthplan of California, Inc. (Landmark) to provide you with a combined chiropractic and acupuncture benefit that requires the use of Participating Chiropractors and Acupuncturists. You can obtain a directory of Participating Chiropractors and Acupuncturists by accessing a continuously updated directory on Landmark's Web site at [www.LHP-CA.com](http://www.LHP-CA.com) under the "Western Health Advantage" option or you may call Landmark's Customer Service Department at **1-800-298-4875** for referrals to Participating Practitioners in your area.

#### FREE LANGUAGE ASSISTANCE IS AVAILABLE

If you need help in understanding your Landmark chiropractic or acupuncture benefits or need help to handle an issue about your benefits, please contact Landmark's Customer Service Department at 1-800-298-4875 between 5:30 AM and 5 PM, Monday through Friday, for free help. We can also help you in languages other than English.

If you or your dependents would like Landmark and your doctor to use a specific language when speaking or writing to you, please go to <https://www.LHP-CA.com/Survey.aspx> complete Landmark's brief language preference survey. The survey only takes about 3 minutes to complete and your answers will be strictly confidential. If you prefer to complete a paper copy of this survey, you may request one by writing to us at:

Landmark Healthplan of California, Inc.  
2629 Townsgate Rd, Suite 235  
Westlake Village, CA 91361

#### BENEFITS AND CO-PAYMENTS

##### Acupuncture for chronic low back pain

Covered services include:

\$15 copay for each  
Medicare-covered visit.

Up to 12 visits in 90 days are covered for Medicare beneficiaries under the following circumstances:

For the purpose of this benefit, chronic low back pain is defined as:

- Lasting 12 weeks or longer;
- nonspecific, in that it has no identifiable systemic cause (i.e., not associated with metastatic, inflammatory, infectious, etc. disease);
- not associated with surgery; and
- not associated with pregnancy.

An additional eight sessions will be covered for those patients demonstrating an improvement. No more than 20 acupuncture treatments may be administered annually.

Treatment must be discontinued if the patient is not improving or is regressing.

### Acupuncture (non-Medicare-covered)

Routine acupuncture services are covered when they are:

- Received from a qualified licensed network acupuncturist who is practicing within the scope of their license.
- Treatment of pain related to acute neuromusculoskeletal conditions.
- Not listed as an exclusion.

\$20 copay for each routine acupuncture visit.

Plan covers up to 10 visits per year for routine chiropractic and acupuncture services combined.

### Chiropractic services

Covered services include:

- Manual manipulation of the spine to correct subluxation

\$20 copay for each Medicare-covered chiropractic visit.

- Non-Medicare-covered routine chiropractic services

\$20 copay for each routine chiropractic visit.

Routine chiropractic services are covered when they are:

- Received from a qualified licensed network chiropractor who is practicing within the scope of their license.
- Treatment of pain related to acute neuromusculoskeletal conditions.
- Not listed as an exclusion.

Plan covers up to 10 visits per year for routine chiropractic and acupuncture services combined.

## A. Covered Services

### 1. Chiropractic Treatment of Injury or Illness

Covered Chiropractic Services are those within the scope of chiropractic care that are supportive to help Members achieve the physical state enjoyed before an injury or illness and are generally furnished for the diagnosis and/or treatment of a neuromusculoskeletal condition associated with an injury or illness, including the following:

- Examinations
- Manipulation

- X ray
- Conjunctive Physiotherapy
- Emergency Services

### 2. Acupuncture Treatment of Injury or Illness

Covered Acupuncture Services are those services within the scope of acupuncture care for the treatment of neuromusculoskeletal pain resulting from an injury or illness, or for the treatment of uncomplicated adult asthma (that which is not affected by another condition or disease), allergies, post-operative or chemo-

therapy nausea and vomiting, nausea of pregnancy, post-operative (including dental) pain, fibromyalgia headaches and low-back pain. Services include the following:

- Acupuncture
- Electro-acupuncture
- Moxibustion
- Cupping
- Acupressure, only when acupuncture is contraindicated
- Emergency Services

### **3. Emergency Services**

Emergency Services are covered for the sudden and unexpected onset of an acute illness, extreme neuromusculoskeletal pain or accidental injury to the nervous, musculoskeletal and/or skeletal body systems, that, in the reasonable judgment of the Member, requires immediate care, the delay of which could decrease the likelihood of maximum recovery, and for which the Member seeks to secure chiropractic or acupuncture services immediately after the onset, or as soon thereafter as practicable. Emergency Services do not require pre-authorization; however, they are subject to Landmark's determination that the Member would reasonably have considered that Emergency Services were required.

Emergency Services rendered by a Non-Participating Practitioner are covered only when the practitioner rendering services can show that the services were Covered Acupuncture Services or Covered Chiropractic Services and were provided to reduce the severity of the condition including pain until a Participating Practitioner could safely assume treatment.

Similarly, Emergency Services received outside of Landmark's Service Area will be covered only when the Non-Participating Practitioner rendering services can show that the services were Covered Acupuncture Services or Covered Chiropractic Services and were provided to reduce the severity of the condition including pain until a Participating Practitioner could safely assume treatment. Under the Landmark Plan, emergency care must be transferred to a Participating Practitioner as soon as such transfer would not create an unreasonable risk to the Member's health.

## **B. Second Opinions and Referrals**

### **1. Second opinions**

On occasion, a Participating Practitioner may require a second opinion, which is for consultation only, from another practitioner. Landmark does not require an authorization for any second opinion. Second opinions initiated by your Participating Practitioner will not count against your maximum annual visits (if applicable) and will not require a Member office visit co-payment or coinsurance payment. Second opinions initiated by Members will count against the maximum

annual visits (if applicable) and will require a Member office visit co-payment.

### **2. Referrals to non-chiropractic and/or non-acupuncture practitioners**

For referrals to non-chiropractic and/or non-acupuncture practitioners, Members or enrollees of full-service plans or HMOs will be referred to the plan or HMO practitioner network for non-neuromusculoskeletal conditions, conditions not improving with chiropractic and/or acupuncture care, and other such services that cannot be provided by another Participating Practitioner.

## **C. Limitations and Exclusions**

### **Circumstances Causing Services to be Excluded or Limited**

1. Services provided by a Non-Participating Practitioner, except for emergencies
2. Services provided outside of Landmark's Service Area, except for emergencies
3. Services incurred prior to the beginning or after the end of coverage
4. Services that exceed the combined maximum covered visits for the benefit year
5. Charges incurred for missed appointments
6. Educational programs
7. Pre-employment, school entrance, or athletic physical exams
8. Services for conditions arising out of employment, including self-employment or covered under any workers' compensation act or law
9. Services for any bodily injury arising from or sustained in an automobile accident that is covered under an automobile insurance policy
10. Services rendered by a person who ordinarily resides in the Member's home or who is related to the Member by marriage or blood.
11. Services for which the Member is not legally required to pay.

### **Specific Services that are Excluded or Limited**

1. Drugs, vitamins, nutritional supplements, or herbs
2. Experimental or investigational services
3. Vocational or long-term rehabilitation
4. Hypnotherapy, behavior training, sleep therapy, or biofeedback
5. Rental or purchase of Durable Medical Equipment (DME)
6. Treatment primarily for purposes of weight control
7. Lab services
8. Thermography, hair analysis, heavy metal screening, or mineral studies
9. Transportation costs, including ambulance charges
10. Inpatient services
11. Advanced diagnostic services, such as MRI, CT, EMG, SEMG, and NCV
12. Massage or soft tissue techniques

***Chiropractic Only Limitations/Exclusions***

1. Manipulation under anesthesia
2. Services related to diagnosis and treatment of jaw joint or TMJ disorders
3. Treatment of non-neuromusculoskeletal disorders

***Acupuncture Only Limitations/Exclusions***

1. Services related to addiction, including smoking cessation
2. Treatment of non-neuromusculoskeletal disorders except for those described under "Acupuncture Treatment" above
3. Services related to the treatment of:
  - a. Infertility
  - b. Carpal tunnel syndrome
  - c. Hyperemesis gravidarum
- d. Spinal cord injury
- e. Bell's palsy
- f. Chronic fatigue syndrome
- g. Chemically induced or diabetic neuropathy
- h. Rheumatoid arthritis
- i. Multiple sclerosis
- j. Parkinson's disease
- k. Psoriatic arthritis