



**KAISER PERMANENTE®**

Kaiser Permanente Insurance Company

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Mid-Atlantic

Flexible Choice

**Notice:**

This document is a Sample Certificate of Insurance (COI) for illustration purposes ONLY. COIs that are issued along with the Group Policy may vary from this sample COI. For example, this sample COI does not include any requested customization. This sample COI may be updated at any time for accuracy to comply with laws and regulations. The terms of any group's coverage will be governed solely by the Group Policy issued to the group by Kaiser Permanente Insurance Company.

SAMPLE

## NONDISCRIMINATION NOTICE

Kaiser Permanente Insurance Company (KPIC) complies with applicable civil rights laws and does not discriminate on the basis of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age, or disability. KPIC does not exclude people or treat them differently because of race, color, national origin, ancestry, religion, sex, marital status, gender, gender identity, sexual orientation, age or disability. We also:

- Provide no cost aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats, such as large print, audio, and accessible electronic formats
- Provide no cost language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, call **1-800-225-7202** (TTY: 711)

If you believe that Kaiser Permanente Insurance Company 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 by mail or phone at: KPIC Civil Rights Coordinator, Grievance 1557, 8954 La Jolla Village Dr, 4th Floor, Ste 406 San Diego, CA 92108, telephone number 1-800-9-567-6847.

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, DC 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

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## HELP IN YOUR LANGUAGE

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Call **1-800-225-7202** (TTY: 711).

**አማርኛ (Amharic) ማስታወሻ:** የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዝዎት ተዘጋጅተዋል። ወደ ሚከተለው ቁጥር ይደውሉ **1-800-225-7202** (TTY: 711)።

**العربية (Arabic) ملحوظة:** إذا كنت تتحدث العربية، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم **1-800-225-7202** (TTY: 711).

**Bàsɔ̀̀ Wùdù (Bassa) Dè dɛ nià kɛ dyédé gbo:** Ɔ jũ ké m̀Bàsɔ̀̀-wùdù-po-nyò jũ ní, níí, à wuɖu kà kò d̀ò po-poò b̀èin m̀gbo kpáa. Ɖá **1-800-225-7202** (TTY: 711)

**বাংলা (Bengali) লক্ষ্য ক ন:** যদি আপনি বাংলা, কথা বলেত পারেন, তাহেল ি ন:খরচায় ভাষা সহায়তা পিরেষবা উপলব্ধ আেছ। ফোন করন **1-800-225-7202** (TTY: 711)।

**中文 (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 **1-800-225-7202** (TTY: 711)。





KAISER  
PERMANENTE®

Kaiser Permanente Insurance Company

Maryland

Point of Service (POS)

Large Group

*(Non-Grandfathered Coverage)*

*Certificate of Insurance*

**KAISER PERMANENTE INSURANCE COMPANY**

One Kaiser Plaza  
Oakland, California 94612

**CERTIFICATE OF INSURANCE**

This Certificate describes benefit coverages funded through a Group Insurance Policy (Group Policy) issued to Your group by Kaiser Permanente Insurance Company (KPIC). It becomes Your Certificate of Insurance (Certificate) when You have met certain eligibility requirements and are enrolled in the Plan.

This Certificate is not an insurance policy. The complete terms of the coverage are set forth in the Group Policy. Benefit payment is governed by all the terms, conditions, and limitations of the Group Policy. If the Group Policy and this Certificate differ, the Group Policy will govern. The Group Policy and the Certificate are governed by the laws of the state in which the Group Policy was delivered. The Group Policy may be amended at any time without Your consent or prior notice to you. Any such amendment will not affect a claim starting before the amendment takes effect. The Group Policy is available for inspection at the Policyholder's office.

This Certificate supersedes and replaces any and all certificates that may have been issued to You previously for the coverage described herein.

In this Certificate, Kaiser Permanente Insurance Company will be referred to as: "KPIC", "We", "Us", or "Our". The Insured Employee will be referred to as: "You" or "Your". Refer to the **GENERAL DEFINITIONS** section for the meaning of capitalized terms.

This Certificate is important to You and Your family. Please read it carefully and keep it in a safe place.

**Please refer to the GENERAL LIMITATIONS AND EXCLUSIONS section of this Certificate for a description of this health insurance plan's general limitations and exclusions. Likewise, the Schedule of Coverage contains specific limitations for specific benefits.**

**Your coverage under the Group Policy includes coverage for Covered Services received from Participating and Non-Participating Providers. The Provider you select can affect the dollar amount you must pay. To verify the current participation status of a Provider, please call the toll-free number listed in the Participating Provider directory.**

**Note: If you are insured under a separate group medical insurance policy, you may be subject to coordination of benefits as explained in the COORDINATION OF BENEFITS section.**

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*\*Please consult with Your group administrator if the Schedule of Coverage was not included when this Certificate was issued to You.*

## INTRODUCTION

This Certificate includes a Schedule of Coverage that will give You a quick overview of Your coverage. It is very important, however, that You read Your entire Certificate of Insurance (Certificate) for a more complete description of your coverage.

### Introduction to Your Plan

**Please read the following information carefully. It will help you understand how the Provider You select can affect the dollar amount You must pay in connection with receiving Covered Services.**

This Certificate uses many terms that have very specific definitions for the purpose of this group insurance plan. These terms are capitalized so that You can easily recognize them and are defined in the General Definitions section. Other parts of this Certificate contain definitions specific to those provisions. Terms that are used only within one section of the Group Policy are defined in those sections. Please read all definitions carefully.

This Certificate is issued in conjunction with Health Plan's Evidence of Coverage (which will be sent to You under separate cover). KPIC and Health Plan issue these documents to explain the coverage available under the Point of Service plan which entitles a Covered Person to choose among three options when treatment or services are requested or rendered. The three options are the Kaiser Permanente Providers (Option 1), which is underwritten by Health Plan and is explained in the Evidence of Coverage; and the Participating Providers (Option 2) and the Out-of-Network Providers (Option 3), both of which are underwritten by KPIC and are explained in this Certificate of Insurance which is part of the Group Policy.

For the Kaiser Permanente Providers option, Health Plan covers Covered Services provided, prescribed and/or directed by a physician employed by or affiliated with Mid-Atlantic Permanente Medical Group, P.C., (Health Plan's exclusive contractor for medical services) or by a facility or other health care provider which contracts with Health Plan or Kaiser Foundation Hospitals (Health Plan's exclusive contractor for hospital services). Under the Evidence of Coverage, Covered Services (as the term is defined therein) also include certain other medical and hospital services including, but not limited to Emergency Services, which are rendered by non-affiliated physicians, facilities and providers, as further described in the Evidence of Coverage. The Evidence of Coverage sets forth the terms of the coverage underwritten by Health Plan.

### Access to Care

For the Participating Providers and Out-of-Network Providers options, KPIC is responsible for paying for the medical and hospital services described in this Certificate/Group Policy. Your coverage under the Group Policy includes coverage for certain Covered Services received from Participating Providers in Option 2. In order for benefits to be payable at the Participating Provider level, the Covered Person must receive care from a Participating Provider. KPIC's Participating Provider network consists of the PHCS network within MD, CA, DC, GA, HI, CO, OR, VA, and WA (hereafter referred to as KP states) and the Cigna Healthcare PPO Network in all other states.

NOTE: Cigna Healthcare PPO Network providers will obtain any necessary Pre-certification on Your behalf. Please refer to the **PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS** section for Pre-certification processes including a list of Covered Benefits subject to Pre-certification.

To verify the current participating status of a provider, please call the toll-free number listed in the Participating Provider directory. A current copy of KPIC's Participating Providers is available from Your employer, or You may call the phone number listed on Your ID card, or You may visit the KPIC's Participating Provider's network's web site at: [www.kp.org/flexiblechoice/masmultiplan.com/kpmas](http://www.kp.org/flexiblechoice/masmultiplan.com/kpmas). To request a printed copy at no cost, call the phone number on the back of Your card. If You receive Covered Services from a Non-Participating Provider, benefits under the Group Policy will be payable by KPIC at the Non-Participating Provider level at the Out-of-Network option level. Your financial responsibility is different for Covered Services rendered by Participating and Non-Participating Providers and You should consult the Schedule of Coverage to determine the amount which KPIC will pay for a Covered Service.



## INTRODUCTION

You may not have the option to choose among the three options for all Covered Services and therefore, You should review the Health Plan's Evidence of Coverage as well as this Certificate and KPIC's Schedule of Coverage to determine whether medical and hospital services are Covered Services, at which option the Covered Service may be accessed and whether any other specific coverage requirements must be met. All Covered Services must be Medically Necessary.

Neither Health Plan nor KPIC is responsible for any Covered Person's/Member's decision to receive treatment, services or supplies at any option level. Neither Health Plan nor KPIC is liable for the qualifications of providers or treatment, services or supplies rendered under the other payor's coverage. This Certificate and the Group Policy set forth the terms of the coverage underwritten by KPIC.

**IMPORTANT:** If a Covered Person is diagnosed with a condition or disease that requires specialized medical care and: (1) KPIC's Participating Provider network does not have a specialist or non-physician specialist with the professional training and expertise to treat the condition or disease, and (2) KPIC does not have in its provider panel a specialist or non-physician specialist with the professional training and expertise to treat or provide health care services for the condition or disease or (3) KPIC cannot provide reasonable access to a specialist or non-physician specialist with the professional training and expertise to treat the condition or disease without unreasonable delay or travel, then the Covered Person may obtain Covered Services from a specialist or non-physician specialist who is not part of KPIC's Participating Provider network and such Covered Services will be payable at the Participating Provider benefit level. Services received for mental health or substance use disorders from a Non-Participating Provider are provided at no greater cost to the Covered Person than if the Covered Services were provided by a Participating Provider on KPIC's provider panel.

No payment will be made by KPIC under the Group Policy for treatment (including confinement(s)), services or supplies to the extent such treatment, services or supplies were arranged, paid for, or payable by Health Plan under Option 1. Payment will be made either under the Health Plan's coverage (Option 1) or under the KPIC levels of coverage (Options 2 or 3), but not under both.

This Certificate and the Schedule of Coverage form the remainder of the Group Policy. The provisions set forth herein, are incorporated and made part of, the Group Policy.

### Who Can Answer Your Questions?

For assistance with questions regarding Your coverage, such as Your benefits, Your current eligibility status, or name and address changes, please have Your ID card available when You call:

For coverage, benefits and current eligibility: 1-888-225-7202 (TTY 711)

For, name and address changes: 1-888-225-7202 (TTY 711)

For information or verification of eligibility for coverage, please call the number listed on Your ID card.

If You have any questions regarding services, facilities, or care You receive from a Participating Provider, please call the toll-free number listed in the Participating Provider directory.

For Pre-certification of Covered Services or Utilization Review please call the number listed on Your ID card or 1-888-567-6847.



**Chuck Bevilacqua**  
**President**

## GENERAL DEFINITIONS

The following terms have special meaning throughout this Certificate. Other parts of this Certificate contain definitions specific to those provisions. Terms that are used only within one section of the Certificate are defined in those sections.

**Abuse-deterrent opioid analgesic drug product** means a brand name or generic opioid analgesic drug product approved by the U.S. Food and Drug Administration with abuse-deterrent labeling that indicates the drug product is expected to result in a meaningful reduction in abuse.

**Air ambulance service** means medical transport by a rotary wing air ambulance, as defined in 42 CFR 414.605, or fixed wing air ambulance, as defined in 42 CFR 414.605, for patients.

**Alcohol Abuse** means a disease that is characterized by a pattern of pathological use of alcohol with repeated attempts to control its use, and with significant negative consequences in at least one of the following areas of life: medical; legal; financial; or psycho-social.

**Amino Acid-Based Elemental Formula(s)** means formulas that are made from individual (single) non-allergenic amino acids unlike regular dairy (milk or soy based) formulas as well as foods that contain many complete proteins. Amino acid-based elemental formulas are made of proteins broken down to their “elemental level” so that they can be easily absorbed and digested.

**Ancillary services** means:

1. Items and services furnished by a Non-Participating provider in a participating facility related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or non-physician practitioner;
2. Items and services provided by assistant surgeons, hospitalists, and intensivists.
3. Diagnostic services, including radiology and laboratory services; and
4. Items and services provided by a Non-Participating Provider if there is no Participating provider who can furnish such item or service at such facility.

**Authorized representative** means an individual authorized under State law to provide consent on behalf of a patient, provided that the individual is not a provider affiliated with the facility or employee of the facility, unless such provider or employee is a family member of the patient.

**Benefit Maximum** means a total amount of benefits that will be paid by KPIC for a specified type of Covered Charges incurred during a given period of time. Applicable Benefit Maximums are contained within the text of this Certificate and/or are shown in the Schedule of Coverage. When a Benefit Maximum is reached, additional Expenses Incurred for the specific benefit, or class of benefits, do not qualify as Covered Charges and will not count toward satisfaction of any Deductible or Out of Pocket Maximum.

**Biosimilar** means FDA-approved biologics that are highly similar to a brand biologic product.

**Birth Center** means an outpatient facility which:

1. Complies with licensing and other legal requirements in the jurisdiction where it is located;
2. Is engaged mainly in providing a comprehensive Maternity Services program to pregnant individuals who are considered normal to low risk patients;
3. Has organized facilities for Maternity Services on its premises;

## GENERAL DEFINITIONS

4. Has Maternity Services performed by a Physician specializing in obstetrics and gynecology, or by a Licensed Midwife or Certified Nurse Midwife under the direction of a Physician specializing in obstetrics and gynecology; and
5. Have 24-hour-a-day Registered Nurse services.

**Brand Name Drug** means a prescription drug that has been patented and is only produced by a manufacturer under that name or trademark and is listed by Us as a drug preferred or favored to be dispensed.

**Body Mass Index** means a practical marker that is used to assess the degree of obesity and is calculated by dividing the weight in kilograms by the height in meters squared.

**Calendar Year** means a period of time: 1) beginning at 12:01 a.m. on January 1<sup>st</sup> of any year; and 2) terminating at midnight on December 31<sup>st</sup> of that same year.

**Certificate of Insurance (Certificate)** means a certificate issued to the Policyholder that summarizes the coverage to which Covered Persons are entitled. It is a part of the Group Policy with Your Employer and is also subject to the terms of the Group Policy.

**Certified Nurse-Midwife or Licensed Midwife** means any person duly certified or licensed as such in the state in which treatment is received and is acting within the scope of his or her license at the time the treatment is performed.

**Certified Nurse Practitioner (CNP)** means a Registered Nurse duly licensed in the state in which the treatment is received who has completed a formal educational nurse practitioner program. He or she must be certified as such by the: 1) American Nurses' Association; 2) National Board of Pediatric Nurse Practitioners and Associates; or 3) Nurses' Association of the American College of Obstetricians and Gynecologists.

**Certified Psychiatric-Mental Health Clinical Nurse Specialist** means any Registered Nurse licensed in the state in which the treatment is received who: 1) has completed a formal educational program as a psychiatric-mental health clinical nurse specialist; and 2) is certified by the American Nurses' Association.

**Child Wellness Services** means preventive activities designed to protect children from morbidity and mortality and promote child development.

**Chlamydia Screening Test** means any laboratory test that: 1) specifically detects for infection by one or more agents of chlamydia trachomatis; and 2) is approved for this purpose by the federal Food and Drug Administration.

**Coinsurance** means the amount of a Covered Charge that You must pay in connection with receiving a Covered Service. The Coinsurance amount is the difference between the amount paid by KPIC and the Maximum Allowable Charge for that Covered Service. The Covered Person is also responsible for payment of any amounts in excess of the Maximum Allowable Charge for a Covered Service.

**Complications of Pregnancy** means 1) conditions requiring hospital confinement when the pregnancy is not terminated and whose diagnoses are distinct from pregnancy but are adversely affected by pregnancy or are caused by pregnancy, such as acute nephritis, nephrosis, cardiac decompensation, missed abortion, pre-eclampsia, intrauterine fetal growth retardation, and similar medical and surgical conditions of comparable severity; 2) ectopic pregnancy which is terminated.

Complications of Pregnancy will not include false labor, occasional spotting, physician prescribed rest during the period of pregnancy, morning sickness, hyperemesis gravidarum, and similar conditions associated with the management of a difficult pregnancy not constituting a nosologically distinct complication of pregnancy.

## GENERAL DEFINITIONS

**Comprehensive Rehabilitation Facility** means a facility primarily engaged in providing diagnostic, therapeutic, and restorative services through licensed health care professionals to injured, ill or disabled individuals. The facility must be accredited for the provision of these services by the Commission on Accreditation For Rehabilitation Facilities or the Professional Services Board of the American Speech-Language Hearing Association.

**Confinement** means physically occupying a room and being charged for room and board in a Hospital or other covered facility on a 24 hour a day basis as a registered inpatient upon the order of a Physician.

**Continuing Care Patient** means an individual who, with respect to a provider or facility:

1. Is undergoing a course of treatment for a serious and complex condition from the provider or facility;
2. Is undergoing a course of institutional or inpatient care from the provider or facility;
3. Is scheduled to undergo non-elective surgery from the provider, including receipt of postoperative care from such provider or facility with respect to such a surgery;
4. Is pregnant and undergoing a course of treatment for the pregnancy from the provider or facility; or
5. Is or was determined to be terminally ill (as determined under section 1861(dd)(3)(A) of the Social Security Act) and is receiving treatment for such illness from such provider or facility.

**Co-payment** means the predetermined amount, as shown in the Schedule of Coverage, which is to be paid by the Covered Person directly to a Provider. Co-payments are applied on a per visit or per service basis.

**Cosmetic Surgery** means surgery that: 1) is performed to alter or reshape normal structures of the body in order to change the patient's appearance; and 2) will not result in significant improvement in physical function or correct deformity resulting from disease, trauma, or congenital or developmental anomalies.

**Cost Share** means a Covered Person's share of Covered Charges. Cost Share is limited to the following: 1) Coinsurance; 2) Copayments; 3) Deductible; and 4) an Out-of-Pocket Specific Deductible.

**Covered Charge** means the Maximum Allowable Charge for a Covered Service.

**Covered Person** means a person covered under the terms of the Group Policy and who is duly enrolled as an Insured Employee or Insured Dependent under the Group Policy.

**Covered Services** means services and items as defined and listed under the section of this Certificate entitled **GENERAL BENEFITS** subject to all exclusions and limitations set forth in this Certificate.

**Creditable Coverage** means

- 1) Any individual or group policy, contract, or program that is written or administered by a disability insurer, health care service plan, fraternal benefits society, self-insured employer plan, or any other entity, in this state or elsewhere, and that arranges or provides medical, hospital, and surgical coverage not designed to supplement other plans. The term includes continuation or conversion coverage but does not include accident only, credit, disability income, Champus supplement, Medicare supplement, long-term care, dental, vision, coverage issued as a supplement to liability insurance, insurance arising out of a workers' compensation or similar law, automobile medical payment insurance, or insurance under which benefits are payable with or without regard to fault and that is statutorily required to be contained in any liability insurance policy or equivalent self-insurance.
- 2) The federal Medicare program pursuant to Title XVIII of the Social Security Act.
- 3) The Medicaid program pursuant to Title XIX of the Social Security Act.
- 4) Any other publicly sponsored program, provided in this state or elsewhere, of medical, hospital, and surgical care.
- 5) A health plan offered under 10 U.S.C.A. Chapter 55 (commencing with Section 1071) (CHAMPUS).
- 6) A medical care program of the Indian Health Service or of a tribal organization.
- 7) A state health benefits risk pool.

## GENERAL DEFINITIONS

- 8) A health plan offered under 5 U.S.C.A. Chapter 89 (commencing with Section 8901) (FEHBP).
- 9) A public health plan as defined in federal regulations authorized by Section 2701(c)(1)(I) of the Public Health Service Act, as amended by Public Law 104-191.
- 10) A health benefit plan under Section 5(e) of the Peace Corps Act (22 U.S.C.A. 2504)).

**Deductible** means the amount of Covered Charges a Covered Person must incur, while insured under the Group Policy, before any benefits will be payable during a Policy Year. The Deductible will apply to each Covered Person separately, and must be met within each Policy Year. When Covered Charges equal to the Deductible are incurred during that Policy Year, and are submitted to Us, the Deductible will have been met for that Covered Person except if there is an additional or separate Deductible that is applicable. Benefits will not be payable for Covered Charges applied to satisfy the Deductible. Charges in excess of the Maximum Allowable Charge, and additional expenses a Covered Person must pay because Pre-certification was not obtained, will not be applied toward satisfying the Deductible or the Out-of-Pocket Maximum.

Some Covered Services are subject to additional or separate deductible amounts as shown in the Schedule of Coverage. These additional or separate deductibles are not subject to, nor do they contribute towards satisfaction of, the Individual or Family Deductibles nor the Out-of-Pocket Maximum.

Preventive Benefits required under the Patient Protection and Affordability Care Act (PPACA) that are received at the Non-Participating Provider level may be subject to Deductible.

**Dependent** means a Member whose relationship to a Subscriber is the basis for membership eligibility and who meets the eligibility requirements as a Dependent (for Dependent eligibility requirements see the "Eligibility, Effective Date and Termination Date section).

**Domestic Partner** means an individual in a relationship with an Insured Employee of the same or opposite sex, provided both individuals:

1. Are at least eighteen (18) years old;
2. Are not related to each other by blood or marriage within four degrees of consanguinity under civil law rule;
3. Are not married or in a civil union or domestic partnership with another individual;
4. Have been financially interdependent for at least six (6) consecutive months prior to application in which each individual contributes to some extent to the other individual's maintenance and support with the intention of remaining in the relationship indefinitely; and
5. Share a common primary residence.

**Drug Abuse** means a disease which is characterized by a pattern of pathological use of a drug with repeated attempts to control the use, and with significant negative consequences in at least one of the following areas of life; medical, legal, financial, or psycho-social.

**Drug Formulary** means the listing of prescription medications, which are preferred, for use by Us and which will be dispensed through Participating and Non-Participating Pharmacies to Covered Persons. Unless specifically excluded under the plan, all FDA-approved drugs are part of this Plan's Formulary. You may obtain a current copy of the drug formulary from Your employer or visit the following website:

[https://healthy.kaiserpermanente.org/static/health/pdfs/formulary/mid/mid\\_flexchoice.pdf](https://healthy.kaiserpermanente.org/static/health/pdfs/formulary/mid/mid_flexchoice.pdf)

**Durable Medical Equipment** means medical equipment which is:

1. Designed for repeated use;
2. Mainly and customarily used for medical purposes;
3. Not generally of use to a person in the absence of a Sickness or Injury;
4. Approved for coverage under Medicare except for apnea monitors and breast pumps;

## GENERAL DEFINITIONS

5. Not primarily and customarily for the convenience of the Covered Person; and
6. Appropriate for use in the home.

Durable Medical Equipment will not include:

1. Oxygen tents;
2. Equipment generally used for comfort or convenience that is not primarily medical in nature (e.g., bed boards, bathtub lifts, adjust-a-beds, telephone arms, air conditioners, and humidifiers);
3. Deluxe equipment such as motor driven wheelchairs and beds, except when such deluxe features are necessary for the effective treatment of a Covered Person's condition and in order for the Covered Person to operate the equipment;
4. Disposable supplies, exercise and hygiene equipment, experimental or research equipment, and devices not medical in nature such as sauna baths, elevators, or modifications to the home or automobile. This exclusion does not apply to disposable diabetic supplies; ostomy and urological supplies;
5. Devices for testing blood or other body substances, except diabetic testing equipment and supplies;
6. Electronic monitors of bodily functions, except infant apnea monitors;
7. Replacement of lost equipment;
8. Repair, adjustments or replacements necessitated by misuse;
9. More than one piece of Durable Medical Equipment serving essentially the same function; except for replacements other than those necessitated by misuse or loss; and
10. Spare or alternate use equipment.

**Emergency facility** means an emergency department of a hospital, or an Independent Freestanding Emergency Department where emergency services are provided. Emergency facility includes a hospital, regardless of the department of the hospital, in which items or services with respect to emergency services are provided by a Non-Participating Provider or Non-Participating Emergency Facility: after the individual is stabilized; and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which other emergency services are furnished.

**Emergency Medical Condition** means a medical condition, including a mental health condition or substance use disorder, manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in:

1. Placing the person's health (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy;
2. Serious impairment to bodily functions; and/or
3. Serious dysfunction of any bodily organ or part.

Emergency medical conditions are covered by the Health Plan as an In-Plan benefit. For details of coverage see the Health Plan's Evidence of Coverage.

**Emergency Services (Emergency Care)** means all of the following with respect to an Emergency Medical Condition:

1. An appropriate medical screening examination (as required under the Emergency Medical Treatment and Active Labor Act, or as would be required under such action if such section applied to an Independent Freestanding Emergency Department) that is within the capability of the emergency department of a hospital, and rendered therein, or of any Independent Freestanding Emergency Department, as applicable, including ancillary services routinely available to the emergency department to evaluate the Emergency Medical Condition;
2. Within the capabilities of the staff and facilities available at the hospital or the Independent Freestanding Emergency Department, as applicable, such further medical examination and treatment that the Emergency Medical Treatment and Active Labor Act requires to Stabilize the patient or as would be required under such

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- section if such section applied to an Independent Freestanding Emergency Department, to stabilize the patient (regardless of the department of the hospital in which such further examination or treatment is furnished); and
3. Except as provided in item 4. below, Covered Services that are furnished by a Non-Participating Provider or Non-Participating Emergency Facility after the individual is stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit in which the services described in item 1. above are furnished.
  4. The Covered Services described in item 3. above are not included as emergency services if all of the following conditions are met:
    - a. The attending emergency physician or treating provider determines that the individual is able to travel using nonmedical transportation or non-emergency medical transportation to an available participating provider or facility located within a reasonable travel distance, taking into account the individual's medical condition;
    - b. The provider or facility furnishing such additional items and services satisfies the notice and consent criteria of 45 C.F.R § 149.420(c) through (g) with respect to such items and services, provided that the written notice additionally satisfies items 4.b.i. and ii. below, as applicable;
      - i. In the case of a participating emergency facility and a Non-Participating Provider, the written notice must also include a list of any Participating providers at the facility who are able to furnish such items and services involved and notification that the participant, beneficiary, or member may be referred, at their option, to such Participating provider.
      - ii. In the case of a Non-Participating Emergency Facility, the written notice must include the good faith estimated amount that the individual may be charged for items or services furnished by the Non-Participating Emergency Facility or Non-Participating Providers with respect to the visit at such facility (including any item or service that is reasonably expected to be furnished by the Non-Participating Emergency Facility or Non-Participating Providers in conjunction with such items or services);
    - c. The individual (or an authorized representative of such individual) is in a condition to receive the information described in item b. above as determined by the attending emergency physician or treating provider using appropriate medical judgment, and to provide informed consent in accordance with applicable State law; and
    - d. The covered services are not rendered by an on-call physician or a hospital-based physician who has obtained an assignment of benefits from the enrollee.

Emergency services are covered by the Health Plan as an In-Plan benefit. For details of coverage see the Health Plan's Evidence of Coverage.

**Essential Health Benefits** means the general categories of benefits including the items and services covered within these categories of benefits that comprise an essential health benefit package as defined under the Patient Protection and Affordable Care Act of 2010 (PPACA) as then constituted or later amended. Essential Health Benefits are not subject to the Maximum Benefit While Insured or any dollar maximum.

**Expense(s) Incurred** means expenses a Covered Person incurs for Covered Services. An expense is deemed incurred as of the date of the service, treatment or purchase of the item that is a Covered Service.

**Experimental or Investigational** means that one of the following is applicable:

1. The service is not recognized in accord with generally accepted medical standards as safe and effective for treating the condition in question, whether or not the service is authorized by law or use in testing or other studies on human patients; or
2. The service requires approval by any governmental authority prior to use and such approval has not been granted when the service is to be rendered.

**Fertility Awareness-Based Methods** means methods of identifying time of fertility and infertility by an individual to avoid or achieve pregnancy, including:

1. Cervical mucus methods;

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2. Sympto-thermal or sympto-hormonal methods;
3. The standard days method; and
4. The lactational amenorrhea method.

**Free-Standing Surgical Facility** means a legally operated institution which is accredited by the Joint Commission on the Accreditation of Health Organizations (JCAHO) or other similar organization approved by KPIC that:

1. Has permanent operating rooms;
2. Has at least one recovery room;
3. Has all necessary equipment for use before, during and after surgery;
4. Is supervised by an organized medical staff, including Registered Nurses, available for care in an operating or recovery room;
5. Has a contract with at least one nearby Hospital for immediate acceptance of patients requiring Hospital care following care in the Free-Standing Surgical Facility;
6. Is other than: a) a private office or clinic of one or more Physicians; or b) part of a Hospital; and
7. Requires that admission and discharge take place within the same working day.

**Gradient Compression Garment** means a garment that:

1. Is used for the treatment of lymphedema;
2. Requires a prescription; and
3. Is custom fit for the individual for whom the garment is prescribed.

Gradient Compression Garment does not include disposable medical supplies, including over-the-counter compression or elastic knee-high or other stocking products.

**Generic Drug** is a prescription drug that does not bear the trademark of a specific manufacturer. It is chemically the same as and generally costs less than a Brand Name Drug.

**Habilitative Services** means services and devices, including occupational therapy, physical therapy, and speech therapy, that help a person keep, learn, or improve skills and functioning for daily living.

**Health Plan** means Kaiser Foundation Health Plan of the Mid-Atlantic States, Incorporated.

**Home Health Care Agency** means an agency or other Provider licensed under state law, if required, to provide Home Health Care.

**Home Health Aide** means a person, other than a RN or nurse, who provides maintenance or personal care services to persons eligible for Home Health Care Services.

**Home Health Care** means the continued care and treatment of a covered individual if:

1. Institutionalization of the individual would have been required if home health care was not provided; and
2. The individual's physician establishes and approves in writing the plan of treatment covering the home health care service.

**Home Health Services** includes but is not limited to the following services provided by a Home Health Agency under a plan of care to Covered Persons in their place of residence: (a) professional nursing services provided by a Registered Nurse; (b) certified nurse aid services under the supervision of a Registered Nurse or a qualified therapist; (c) physical therapy; (d) occupational therapy; (e) speech therapy and audiology; (f) respiratory and inhalation therapy; (g) nutrition counseling by a nutritionist or dietitian; (h) medical social services, medical supplies; prosthesis and orthopedic appliances; rental or purchase of durable medical equipment; and (i) drugs, medicines, or insulin.

**Hospice Care** means a coordinated, interdisciplinary program of hospice care services for meeting the special physical, psychological, spiritual and social needs of terminally ill individuals and their families, by providing palliative and supportive medical, nursing, and other health services through home or inpatient care during the illness and



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bereavement to: (a) Covered Persons who have no reasonable prospect of cure as estimated by a Physician; and (b) the immediate families or family caregivers of those individuals. As used in this definition: (1) "bereavement counseling" means counseling provided to the immediate family or family caregiver of the Covered Person after the Covered Person's death to help the immediate family or family caregiver cope with the death of the Covered Person; (2) "family caregiver" means a relative by blood, marriage, or adoption who lives with or is the primary caregiver of the terminally ill Covered Person; (3) "family counseling" means counseling given to the immediate family or family caregiver of the terminally ill Covered Person for the purpose of learning to care for the Covered Person and to adjust to the death of the Covered Person; (4) "immediate family" means the spouse, parents, siblings, grandparents, and children of the terminally ill Covered Person; (5) "respite care" means temporary care provided to the terminally ill Covered Person to relieve the family caregiver from the daily care of the Covered Person; (6) "terminally ill" means a medical prognosis given by a Physician that the Covered Person's life expectancy is six (6) months or less.

**Hospital** means an institution that is accredited by the Joint Commission on the Accreditation of Health Organizations (JCAHO), or other similar organization approved by KPIC, which:

1. Is legally operated as a Hospital in the jurisdiction where it is located;
2. Is engaged mainly in providing inpatient medical care and treatment for Injury and Sickness in return for compensation, except a state, county, or municipal hospital deemed charitable;
3. Has organized facilities for diagnosis and major surgery on its premises;
4. Is supervised by a staff of at least two Physicians;
5. Has 24-hour-a-day nursing services by Registered Nurses; and
6. Is not: a facility specializing in dentistry; or an institution which is primarily a rest home; a home for the aged; a place for drug addicts; a place for alcoholics; a convalescent home; a nursing home; or a Skilled Nursing Facility or similar institution.

**Hospital-based physician** means:

1. A physician licensed in the State who is under contract to provide health care services to patients at a hospital; or
2. A group physician practice that includes physicians licensed in the State that is under contract to provide health care services to patients at a hospital.

**Hospital Confinement** means being registered as an inpatient in a Hospital upon the order of a Physician.

**Human Papillomavirus Screening** means the use of any laboratory test that specifically detects for infection by one or more agents of the human papillomavirus; and is approved for this purpose by the Federal Food and Drug Administration.

**Iatrogenic Infertility** means an impairment of fertility caused directly or indirectly by surgery, chemotherapy, radiation, or other medical treatment affecting the reproductive organs or processes.

**Indemnity Plan** means an insurance plan in which Covered Persons are reimbursed for Covered Charges.

**Independent Freestanding Emergency Department** means a health care facility that is geographically separate and distinct and licensed separately from a hospital under applicable State law; and provides any emergency services.

**In-Network Plan** means those benefits covered and/or provided by Health Plan under a group agreement.

**Inherited Metabolic Disease** means a disease caused by an inherited abnormality of body chemistry.

**Insured Dependent** means a Covered Person who is a Dependent of the Insured Employee.

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**Insured Employee** means a Covered Person who is an employee of the Policyholder or who is entitled to coverage under the Group Policy through a welfare trust agreement.

**Intensive Care Unit** means a section, ward or wing within the Hospital which:

1. Is separated from other Hospital facilities;
2. Is operated exclusively for the purpose of providing professional care and treatment for critically-ill patients;
3. Has special supplies and equipment necessary for such care and treatment available on a standby basis for immediate use;
4. Provides Room and Board; and
5. Provides constant observation and care by Registered Nurses or other specially trained Hospital personnel.

**Late Enrollee** means, as determined by Health Plan, an otherwise eligible employee or dependent who requests enrollment under the Group Policy other than during: (1) the first period in which the individual is eligible to enroll; or (2) a special enrollment period.

**Licensed Vocational Nurse (LVN)** means an individual who has: 1) received specialized nursing training; 2) acquired vocational nursing experience; and 3) is duly licensed to perform nursing service by the state in which he or she performs such service. An LVN will include a licensed practical nurse and a certified nurse practitioner.

**Low Protein Modified Food Product** means a food product that is: (1) specially formulated to have less than 1 gram of protein per serving; and (2) intended to be used under the direction of a Physician for the dietary treatment of an inherited metabolic disease. Low Protein Modified Food Product does not include a natural food that is naturally low in protein.

**Maintenance drug** means a drug anticipated to be required for six (6) months or more to treat a chronic condition.

**Mastectomy** means the surgical removal of all or part of a breast.

**Maternity Services** means prenatal or antepartum (before labor); intrapartum (during labor); and postpartum (after birth) care in accordance with medical criteria outlined by the American College of Obstetricians and Gynecologists. This care is given with respect to: 1) uncomplicated pregnancy and labor and delivery; and 2) spontaneous vaginal delivery. Benefits payable for the treatment of Complications of Pregnancy will be covered on the same basis as a Sickness.

**Maximum Allowable Charge** means:

1. For Participating Providers, the Negotiated Rate.

KPIC or its authorized Administrator may have a contractual arrangement with the provider or supplier of Covered Services under which discounts have been negotiated for certain services or supplies. Any such discount is referred to as the Negotiated Rate.

If there is a Negotiated Rate, the provider will accept the Negotiated Rate as payment in full for Covered Services, subject to payment of any applicable Deductibles, Copayment, and Coinsurance by the Covered Person.

2. For Non-Participating Providers, the lesser of the following:

- a. The Usual, Customary and Reasonable Charge (UCR). The UCR is the charge generally made by a Physician or other provider of Covered Services. The charge cannot exceed the general level of charge made by other providers within an area in which the charge is incurred for Injury or Sickness comparable in severity and nature to the Injury or Sickness being treated. The general level of charges is determined in accord with schedules on file with the authorized Administrator. For charges not listed in the schedules, KPIC will establish the UCR. KPIC reserves the right to periodically adjust the charges listed in the schedules. In no instance, however, shall the UCR be less than the Maximum Allowable Charge paid applicable to the same service rendered by a similarly licensed provider who is a Participating Provider in the same geographic

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region. With regard to Non-preferred on-call Physicians and Non-preferred Hospital-based Physicians, the UCR shall be calculated in accordance with the requirements of Maryland Insurance Article 14-205.2.

The term “**area**” as it would apply to any particular service, medicine or supply means a city or such greater area as is necessary to obtain a representative cross section of a particular level of charges.

Except as provided below, if the Maximum Allowable Charge is the UCR, the Covered Person will be responsible for payment to the provider of any amount in excess of the UCR when the UCR is less than the actual billed charges. Such difference will not apply towards satisfaction of the Out-of-Pocket Maximum nor any deductible under the Group Policy.

- b. The charges actually billed by the provider for Covered Services.

In some instances, KPIC or its Administrator may negotiate rates and/or discounts with Non-Participating Providers for Covered Services. In such instances, the Maximum Allowable Charge will be limited to the Negotiated Rate.

An on-call physician or a hospital-based physician who has accepted an assignment of benefits, will accept the payment as payment in full for Covered Services, subject to payment of any applicable Deductible, Copayment, and Coinsurance by the Covered Person.

KPIC’s allowed amount for a health care service provided by Non-Participating Providers will not be less than the allowed amount paid to a similarly licensed provider who is a Participating Provider for the same health care service in the same geographic area.

An ambulance service provider that obtains an assignment of benefits and receives direct reimbursement may only collect from the insured any copayment, deductible or coinsurance owed by the insured or the charge for services that are not covered services.

**IMPORTANT:** Notwithstanding the foregoing, the Maximum Allowable Charge for a Hospital or other licensed medical facility Confinement may not exceed:

Hospital Routine Care Daily Limit: The Hospital’s average semi-private room rate

Intensive Care Daily Limit: The Hospital’s average Intensive Care Unit room rate

Other licensed medical facility Daily Limit: The facility’s average semi-private room rate

Notwithstanding the above, KPIC will base payment of hospital services rendered at Maryland Hospitals on the basis of the rate approved by the Health Services Cost Review Commission.

**Medical Food** means a food that is: (1) intended for the dietary treatment of a disease or condition for which nutritional requirements are established by medical evaluation; and (2) formulated to be consumed or administered enterally under the direction of a Physician.

**Medically Necessary** means Covered Services that, except as otherwise required by law, in the judgment of Medical Review Program, are:

1. Essential and medically appropriate for the diagnosis or treatment of a Covered Person's Injury or Sickness;
2. In accord with generally accepted medical practice and professionally recognized standards in the community;
3. Appropriate with regard to standards of medical care;
4. Provided in a safe and appropriate setting given the nature of the diagnosis and the severity of the symptoms;
5. Not provided solely for the convenience of the Covered Person, the Covered Person’s family, and/or the health care provider or facility;
6. Not primarily custodial care; and

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7. Provided at the most appropriate supply, level and facility. When applied to Confinement in a Hospital or other facility, this test means that the Covered Person needs to be confined as an inpatient due to the nature of the Covered Services rendered or due to the Covered Person's condition and that the Covered Person cannot receive safe and adequate care through outpatient treatment.

The fact that a Physician may prescribe, authorize, or direct a service does not of itself make the Covered Service(s) Medically Necessary or covered by the Group Policy.

**Medical Review Program** means the organization or program that: (1) evaluates proposed treatments and/or services to determine Medical Necessity; and (2) assures that the care received is appropriate and Medically Necessary to the Covered Person's health care needs. If the Medical Review Program determines that the care is not Medically Necessary, Pre-certification will be denied. The Medical Review Program may be contacted twenty-four (24) hours per day, seven (7) days per week.

**Medicare** means the Health Insurance for the Aged Act, Title XVIII of the Social Security Amendments of 1965 as then constituted or later amended.

**Member** means a person entitled to health care services under a policy plan, or contract issued or delivered in the State by a carrier; or with regard to an individual who is determined by a carrier not to be eligible for a health benefit plan, an individual who has applied for coverage under a health benefit plan.

**Mental Health Illness** means mental or nervous condition, including an emotional disorder that is of sufficient severity to result in substantial interference with the activities of daily living.

**Morbid Obesity** means a body mass index (BMI) greater than forty (40) kilograms per meter squared; or equal to or greater than thirty-five (35) kilograms per meter squared with a comorbid medical condition, including hypertension, a cardiopulmonary condition, sleep apnea, or diabetes.

**Necessary Services and Supplies** means Medically Necessary Services and Supplies actually administered during any covered Hospital Confinement or other covered treatment. Only drugs and materials that require administration by medical personnel during self-administration are covered as Necessary Services and Supplies. Necessary Services and Supplies include, but are not limited to, surgically implanted prosthetic devices, oxygen, blood, blood products, biological sera, internally implanted medications, contraceptive devices and implantable contraceptives. The term does not include charges for: 1) Room and Board; 2) an Intensive Care Unit; or (3) the services of a private duty nurse, Physician or other practitioner.

**Negotiated Rate** means the fees that, KPIC or its affiliate has negotiated with Participating Provider (or Participating Provider Organization) to accept as payment in full for Covered Services rendered to Covered Persons.

**Nicotine Replacement Therapy** means a product that: 1) Is used to deliver nicotine to an individual attempting to cease the use of tobacco products; and 2) Is obtained under a prescription written by an authorized prescriber. Nicotine Replacement Therapy does not include any over-the-counter products that may be obtained without a prescription.

**Non-Participating Emergency Facility** means an emergency facility that has not contracted directly with Us or indirectly, such as through an entity contracting on behalf of us to provide health care services to our members.

**Non-Emergency use of Emergency Services** means services rendered in an Emergency Department which do not meet the definition of emergency services.

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**Non-Participating Pharmacy** means a pharmacy that does not have a Participating Pharmacy agreement with KPIC or its Administrator in effect at the time services are rendered. In most instances, You will be responsible for a larger portion of Your pharmaceutical bill when You fill prescriptions at a Non-participating Pharmacy.

**Non-Participating Provider** means a Hospital, Physician or other duly licensed health care provider or facility that does not have a participation agreement with KPIC or its Administrator in effect at the time services are rendered or an entity contracting on behalf of KPIC to provide health care services to KPIC's members. In most instances, You will be responsible for a larger portion of Your bill when You visit a Non-Participating Provider.

**Non-preferred Brand Name Drug** means a prescription drug that has been patented and is only produced by one manufacturer under that name or trademark and is not listed by Us as a drug preferred or favored to be dispensed.

**On-call physician** means a physician who:

1. Has privileges at a hospital;
2. Is required to respond within an agreed upon time period to provide health care services for unassigned patients at the request of a hospital or a hospital emergency department; and
3. Is not a hospital-based physician.

**Open Enrollment Period** means a fixed period of time, occurring at least once annually, during which Eligible Employees of the Policyholder may elect to enroll under this plan without incurring the status of being a late enrollee.

**Opioid analgesic drug product** means a drug product that contains an opioid agonist and is indicated by the U.S. Food and Drug Administration for the treatment of pain, regardless of whether the drug product:

1. Is in immediate release or extended release form; or
2. Contains other drug substances.

**Order** means a ruling that:

1. Is issued by a Maryland court or a court or administrative agency of another state; and
2. Creates or recognizes the right of a child to receive benefits under a parent's health insurance or establishes a parent's obligation to pay child support and provide health insurance coverage for a child.

**Other health care provider** means any person who is licensed or certified under applicable State law to provide health care services, and is acting within the scope of practice of that provider's license or certification, but does not include a provider of air ambulance services.

**Out-of-network rate** means, with respect to an item or service furnished by a Non-Participating Provider, Non-Participating Emergency Facility, or Non-Participating Provider of air ambulance services:

1. In a State that has an All-Payer Model Agreement under section 1115A of the Social Security Act that applies to the plan/carrier, Non-Participating Provider/Non-Participating Emergency Facility, and item/service, the amount that the State approves under the All-Payer Model Agreement for the item or service. For certain items or services billed by Maryland hospitals, this is the amount for the item or service approved by the Health Services Cost Review Commission (HSCRC).
2. If there is no such All-Payer Model Agreement applicable to the item or service, but a specified State law is in effect and applicable, the amount for the item or service determined in accordance with such specified State law. Under specified Maryland law, for an on-call physician or a hospital-based physician who has obtained an assignment of benefits from the enrollee, this is the amount required by §14-205.2 of the Insurance Article.
3. If there is no such All-Payer Model Agreement or specified State law applicable to the item or service, an amount agreed upon by us and the Non-Participating Provider or Non-Participating Emergency Facility.
4. If none of the three conditions above apply, an amount determined by a certified independent dispute resolution (IDR) entity under the IDR process described in section 2799A-1(c) or 2799A-2(b) of the federal Public Health Service Act, as applicable.

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**Orthotics** means an appliance or apparatus used to support, align, prevent or correct deformities, or to improve the function of movable parts of the body.

**Out-of-Network Plan** means those benefits underwritten by KPIC and set forth in the Group Policy. Unless specifically stated otherwise in the Group Policy, KPIC will not pay for services arranged, provided or reimbursed under Health Plan's In-Plan coverage.

**Out-of-Pocket Costs** means a Covered Person's share of Covered Charges. For purposes of the Out-of-Pocket Maximum, a Covered Person's Out-of-Pocket cost means the difference between the amount payable by KPIC for Covered Charges and the Maximum Allowable Charge. Out-of-Pocket does not include Covered Charges applied towards satisfying deductibles, Co-payment amounts or any amount in excess of the Maximum Allowable Charge.

**Out-of-Pocket Maximum** means the total amount of Covered Charges a Covered Person will be responsible for in a Policy Year.

**Partial Hospitalization** means medically directed intensive or intermediate short-term treatment of not more than twenty-four (24) hours and not less than four (4) hours for mental illness, emotional disorders, and drug misuse and alcohol misuse in a licensed or certified facility or program.

**Participating emergency facility** means any emergency facility that has contracted directly with us or an entity contracting on behalf of us to provide health care services to our members. A single case agreement between an emergency facility and us that is used to address unique situations in which a Covered Person requires services that typically occur out-of-network constitutes a contractual relationship for purposes of this definition, and is limited to the parties to the agreement.

**Participating facility** means a health care facility that has contracted directly with us or an entity contracting on behalf of us to provide health care services to our members. A single case agreement between a health care facility and us that is used to address unique situations in which a Covered Person requires services that typically occur out-of-network constitutes a contractual relationship for purposes of this definition, and is limited to the parties to the agreement. Additionally, for purposes of this definition and in the context of non-emergency services, "health care facility" is limited to a hospital (as defined in section 1861(e) of the Social Security Act); a hospital outpatient department; a critical access hospital (as defined in section 1861(mm)(1) of the Social Security Act); and an ambulatory surgical center described in section 1833(i)(1)(A) of the Social Security Act.

**Participating Pharmacy** means a pharmacy that has a Participating Pharmacy agreement in effect with KPIC or its Administrator at the time services are rendered. Please consult with Your group administrator for a list of Participating Pharmacies, or visit the company's web site at: [www.medimpact.com](http://www.medimpact.com).

**Participating Provider** means health care provider including Primary Care Physicians, Specialty Care, Hospital, Participating Pharmacy, laboratory, or other similar entities operating under a written contract with a Participating Provider Organization (PPO), KPIC or its Administrator to deliver medical services to Covered Persons or an entity contracting on behalf of KPIC to provide health care services to KPIC's members. Please consult Your group administrator for a list of Participating Providers or visit MultiPlan/PHCS' website at [www.multiplan.com/kpmas](http://www.multiplan.com/kpmas). You may also contact Member Services at the number shown on Your ID card.

**Participating Provider Organization (PPO)** means an organization under a written contract with KPIC in which Covered Persons have access to a network of Participating Providers. In most instances, Your Out-of-Pocket costs are lower when you receive Covered Services from Participating Providers.

**Patient Protection and Affordable Care Act (PPACA)** means Title XXVII of the Public Health Service Act (PHS), as then constituted or later amended.

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**Percentage Payable** means that percentage of Covered Charges payable by KPIC. The Percentage Payable and the Covered Service to which it applies is set forth in the Schedule of Coverage. The Percentage Payable is applied against the Maximum Allowable Charge for Covered Services to calculate the benefit payable under the Group Policy.

**Pharmacy** means a location where prescription medications are prepared and dispensed.

**Physician** means a health practitioner who is duly licensed as such in the state in which the treatment is rendered. He or she must be practicing within the scope of that license. The term does not include a practitioner who may be defined elsewhere in this **GENERAL DEFINITIONS** section or elsewhere in the Group Policy/Certificate.

**Policyholder** means the employer(s) or trust or other entity defined in the Group Policy as the entity(ies) which perform certain administrative activities and other obligations established under the Group Policy.

**Policy Year** means a period of time: 1) beginning with the Group Policy's Effective Date of any year; and 2) terminating, unless otherwise noted on the Group Policy, on the day before the same date of the next calendar year unless otherwise shown on the Group Policy. If the Group Policy's Effective Date is February 29, such date will be considered to be February 28 in any year having no such date.

**Pre-certification/Pre-certified** means the required assessment of the coverage and/or Medical Necessity of specified health care services or items made by the Medical Review Program.

**Preventive Services** means medical services rendered to prevent diseases. Preventive Services are limited to those services set forth in the General Benefits section.

**Primary Care Physician** means a Physician specializing in internal medicine, family practice, general practice, general internal medicine, pediatrics and obstetrics and gynecology.

**Prosthetics** means internally implanted devices and external prosthetic devices that restore function or replace a part of the body which includes a custom designed, fabricated, fitted, or modified device to treat partial or total limb loss for purposes of restoring physiological function. Internally implanted devices include, but are not limited to, devices implanted during surgery such as pacemakers, ocular lens implants, artificial hips and joints, breast implants and cochlear implants that are approved by the Federal Food and Drug Administration. External devices are limited to ostomy and urological supplies, hair prosthesis; breast prosthesis, including a mastectomy bra, needed following a mastectomy, and custom-made prosthetics, and an artificial device to replace, in whole or in part, a leg, an arm, or an eye.

Prosthetics will not include:

1. Internally implanted breast prosthetics for cosmetic purposes;
2. Dental prosthetics and appliances. This exclusion does not include treatment of children with congenital and genetic birth defects to enhance the child's ability to function, such as cleft lip, cleft palate, or both;
3. Hearing aids; except as provided under the "General Benefits" section;
4. Corrective lenses and eyeglasses, except as provided under the "Vision Care" benefit;
5. Repair or replacement of prosthetics due to misuse or loss;
6. More than one device for the same part of the body, except for replacements, spare devices or alternative use device;
7. Elastic stockings, except as provided under the "General Benefits" section for treatment of lymphedema;
8. Electronic voice producing machines; and
9. Prosthetics for the treatment of sexual dysfunction disorders.

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**Provider** means a health practitioner who is duly licensed as such in the state in which the treatment is rendered. He or she must be practicing within the scope of that license. The term does not include a practitioner who may be defined elsewhere in this **GENERAL DEFINITIONS** section or elsewhere in the Group Policy/Certificate.

**Qualifying Payment Amount** means the amount calculated using the methodology described in 45 C.F.R. § 149.140(c), which is based on the median contracted rate for all plans offered by the carrier in the same insurance market for the same or similar item or service that is: provided by a provider in the same or similar specialty or facility of the same or similar facility type; and provided in the geographic region in which the item or service is furnished. The median contracted rate is subject to additional adjustments specified in federal regulations.

**Recognized Amount** means, with respect to an item or service furnished by a Non-Participating Provider or Non-Participating Emergency Facility, an amount that is determined as follows:

1. In a State that has an All-Payer Model Agreement under section 1115A of the Social Security Act that applies to the plan/carrier, Non-Participating Provider/Non-Participating Emergency Facility, and item/service, the amount that the State approves under the All-Payer Model Agreement for the item or service. For certain items or services billed by Maryland hospitals, this is the amount for the item or service approved by the HSCRC.
2. If there is no such All-Payer Model Agreement applicable to the item or service, in a State that has in effect a specified State law, the amount for the item or service determined in accordance with such specified State law. Under specified Maryland law, for an on-call physician or a hospital-based physician who has obtained an assignment of benefits from the enrollee, this is the amount required by §14-205.2 of the Insurance Article.
3. If neither an All-Payer Model Agreement or a specified State law apply to the item or service, the lesser of: the amount billed by the non-participating provider or Non-Participating Emergency Facility, or the Qualifying Payment Amount.

**Reconstructive Surgery** means a surgery performed to significantly improve a physical function; or to correct significant disfigurement resulting from an Injury or covered surgery, such as a covered mastectomy.

**Registered Nurse (RN)** means a duly licensed registered graduate professional nurse acting within the scope of his or her license at the time the treatment or service is performed in the state in which services are provided.

**Rehabilitation Services** means services provided to restore previously existing physical function when a physician determines that therapy will result in a practical improvement in the level of functioning within 60 days.

**Residential Crisis Services** means intensive mental health and support services that are:

1. Provided to a child or an adult with a mental illness who is experiencing or is at risk of a psychiatric crisis that would impair the individual's ability to function in the community;
2. Designed to prevent a psychiatric inpatient admission, provide an alternative to psychiatric inpatient admission, or shorten the length of inpatient stay;
3. Provided out of the individual's residence on a short-term basis in a community-based residential setting; and
4. Provided by entities that are licensed by the Maryland Department of Health to provide Residential Crisis Services.

**Room and Board** means all charges commonly made by a Hospital or other inpatient medical facility on its own behalf for room and meals essential to the care of registered bed patients.

**Routine Prenatal Care** means an office visit that includes one or more of the following:

1. The initial and subsequent histories;
2. Physical examinations;
3. Recording of weight, blood pressures;
4. Fetal heart tones; and
5. Routine chemical urinalysis.



## GENERAL DEFINITIONS

**Serious or complex condition** means in the case of an acute illness, a condition that is serious enough to require specialized medical treatment to avoid the reasonable possibility of death or permanent harm; or in the case of a chronic illness or condition, a condition that is life-threatening, degenerative, potentially disabling, or congenital; and requires specialized medical care over a prolonged period of time.

**Sickness** means illness or a disease of a Covered Person. Sickness will include congenital defects or birth abnormalities and pregnancy.

**Skilled Nursing Care Services** means skilled inpatient services that are: 1) ordered by a Physician; 2) customarily provided by Skilled Nursing Facilities; and 3) above the level of custodial or intermediate care.

**Skilled Nursing Facility** means an institution (or a distinct part of an institution) which: 1) provides 24-hour-a-day licensed nursing care; 2) has in effect a transfer agreement with one or more Hospitals; 3) is primarily engaged in providing skilled nursing care as part of an ongoing therapeutic regimen; and 4) is licensed under applicable state law.

**Specialty Care Visits** means consultations with Physicians other than Primary Care Physicians in departments other than those listed under the definition of Primary Care Physicians.

**Specialty Drug** means a prescription drug that: (1) is prescribed for an individual with a Complex or Chronic Medical Condition, or a Rare Medical Condition; (2) costs \$600 or more for up to a 30-day supply; (3) is not typically stocked at retail pharmacies; and (4) requires a difficult or unusual process of delivery to the Member in the preparation, handling, storage, inventory, or distribution of the drug; or requires enhanced patient education, management, or support, beyond those required for traditional dispensing, before or after administration of the drug. Prescription drugs prescribed to treat diabetes, human immunodeficiency virus (HIV), or acquired immunodeficiency syndrome (AIDS) are not considered Specialty Drugs.

Complex or chronic medical condition means a physical, behavioral, or developmental condition that: (1) may have no known cure; (2) is progressive; or (3) can be debilitating or fatal if left untreated or undertreated.

Rare medical condition means a disease or condition that affects fewer than: (1) 200,000 individuals in the United States; or (2) approximately 1 in 1,500 individuals worldwide.

**Spouse** means the person to whom you are legally married under applicable law.

**Stabilize** means medical treatment of the Emergency Medical Condition that is necessary to assure, within reasonable medical probability that no material deterioration of the condition is likely to result from or occur during the transfer of the person from the facility. With respect to a pregnant woman who is having contractions, when there is inadequate time to safely transfer her to another hospital before delivery (or the transfer may pose a threat to the health or safety of the woman or unborn child), "Stabilize" means to deliver (including the placenta).

**Standard Fertility Preservation Procedures** means procedures to preserve fertility that are consistent with established medical practices and professional guidelines published by the American Society for Reproductive Medicine, the American College of Obstetricians and Gynecologists, or the American Society of Clinical Oncology.

Standard Fertility Preservation Procedures includes sperm and oocyte cryopreservation and evaluations, laboratory assessments, medications, and treatments associated with sperm and oocyte cryopreservation.

Standard Fertility Preservation Procedures does not include the storage of sperm or oocytes.

**Standard Reference Compendia** means any authoritative compendia as recognized periodically by the federal Secretary of Health and Human Services or the Commissioner.

## GENERAL DEFINITIONS

**Substance Abuse** means: (a) Alcohol Abuse and alcohol use disorder; and (b) Drug Abuse and drug use disorder.

**Telemedicine** means, as it relates to the delivery of Covered Services, the use of interactive audio, video, or other telecommunications or electronic technology by a health care provider to deliver a Covered Service within the scope of practice of the health care provider at a site other than the site at which the Covered Person is located. Telemedicine includes an audio only telephone conversation between a health care provider and a Covered Person that results in a claim for a Covered Service. Coverage will include Covered Services appropriately delivered through telemedicine including counseling and treatment for substance use disorders and the delivery of mental health care services to a Covered Person. Telemedicine does not include: (1) an electronic mail message between a Physician and a Covered Person; or (2) a facsimile transmission occurring between a Physician and a Covered Person.

**Total Disability** means the inability by reason of Injury or Sickness to perform each and every duty pertaining to the Insured Employee and/or Dependent Adult's occupation.

**Treating provider** means a physician or other health care provider who has evaluated the individual.

**Urgent Care** means non-life threatening medical and health services for the treatment of a covered Sickness or Injury. Urgent care received outside of the Health Plan Service Area is covered under Health Plan's In-Plan coverage.

**Urgent Care Facility** means a legally operated facility distinct from a hospital emergency room, an office or clinic legally operated to provide health care services to diagnose and treat illness or injury for unscheduled ambulatory patients seeking immediate medical attention.

**Visit** means the instance of going to or staying at a health care facility and, with respect to items and services furnished to an individual at a health care facility, includes, in addition to items and services furnished by a provider at the facility, equipment and devices, telemedicine services, imaging services, laboratory services, and preoperative and postoperative services, regardless of whether the provider furnishing such items or services is at the facility.

**You/Your** refers to the Insured Employee who is enrolled for benefits under the Group Policy.

## ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION DATE

### Eligibility for Insurance

To be eligible to enroll, You must meet the following requirements:

- A. You must meet the Policyholder's eligibility requirements that We have approved (the Policyholder is required to inform Insured Employees of the Policyholder's eligibility requirements) and meet the Insured Employee or Dependent eligibility requirements below.
- B. You must live or work in the Health Plan Service Area (the Service Area is described in the "Definitions" section of the Health Plan Evidence of Coverage). You or Your Spouse's or Domestic Partner's eligible children who live outside of the Service Area are eligible for coverage.
- C. Neither You nor any member of Your family may enroll under the Group Policy if:
  - (i) You or any Dependent has ever had entitlement to coverage and/or services through KPIC and/or Health Plan terminated due to cause.
  - (ii) You were ever an Insured Employee and/or Health Plan subscriber in this or any other plan, who had entitlement to receive Services through KPIC and/or Health Plan terminated for: (a) failure of You or Your Dependent to pay any amounts owed to KPIC; or (b) failure to pay any amounts due under this Certificate. If so, You may not enroll under the Group Policy until You pay all amounts owed by You and Your Dependents.
- D. If You are an Insured Employee, your eligible Dependents may enroll under the Group Policy.
- E. You, and any eligible Dependents to be covered, must be eligible for enrollment and enrolled in Health Plan as Members.

### Insured Employee

You may be eligible to enroll as a Covered Person if you are an employee of the Policyholder or You are entitled to coverage under the Group Policy through a welfare trust agreement.

### Dependent means (subject to the Policyholder's eligibility requirements):

- A. The Insured Employee's Spouse or Domestic Partner;
- B. Your or Your Spouse's or Domestic Partner's child who is under age 26, including:
  - (i) natural child,
  - (ii) a stepchild,
  - (iii) an adopted child,
  - (iv) a grandchild of the Insured Employee or Insured Employee's Spouse or Domestic Partner who is: a) unmarried; b) is in the court-ordered custody of the Insured Employee; c) resides with the Insured Employee; d) is the dependent of the Insured Employee and has not attained the limiting age under the terms of the policy,
  - (v) a child placed with the Insured Employee or Insured Employee's Spouse or Domestic Partner for legal adoption, or
  - (vi) a child who is: (a) under the testamentary or court-appointed guardianship, other than temporary guardianship of less than 12 months duration, of the Insured Employee or Insured Employee's Spouse or Domestic Partner, (b) resides with the Insured Employee, and (c) is a dependent of the Insured Employee or the Insured Employee's Spouse or Domestic Partner.
- C. Your or Your Spouse's or Domestic Partner's child who is over age 26 and under age 31 if a full-time student as defined by the Group Policyholder and approved by KPIC. This includes a student enrolled less than full

## ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION DATE

time as a result of a documented disability that prevents the student from maintaining a full-time course load and is maintaining a course load of at least 7 credit hours per semester.

Your Group determines which persons are eligible to be enrolled as your Dependents. Please contact your Group's benefits administrator for questions regarding eligibility.

### Extension of Dependent Eligibility

Your or Your Spouse's or Domestic Partner's currently enrolled Dependents may continue coverage beyond the age limit for Dependents, as shown in the Schedule of Coverage, if all of the following requirements are met:

- A. he or she is incapable of self-sustaining employment because of mental or physical incapacity that occurred prior to reaching the age limit for Dependents; and
- B. he or she is chiefly financially dependent upon You, Your Spouse, or another Covered Person for their financial support; and
- C. You provide us with proof of their incapacity and dependency within 60 days after We request proof.

### Enrollment and Effective Date of Coverage

The Effective Date of an eligible employee's or Dependent's insurance will be the date the person becomes covered by Health Plan as a Member. Health Plan membership begins at 12 midnight (the time at the location of the administrative office of Health Plan at 2101 East Jefferson Street, Rockville, Maryland, 20849) on the membership effective date. Eligible individuals may enroll as follows:

**New Employees and their Dependents:** If You are a new employee, You may enroll yourself and any eligible Dependents by submitting a KPIC approved enrollment form to the Policyholder within 31 days after You become eligible (You should check with the Policyholder to see when new employees become eligible).

The Policyholder shall notify its employees and their enrolled dependents of their effective date of coverage if such date is different than the effective date of the Group Policy, or is different than the dates specified under the provision entitled "Special Enrollment Due to Newly Acquired Dependents" set forth below.

**Special Enrollment Due to Newly Acquired Dependents:** You may enroll as an Insured Employee (along with any eligible Dependents) and existing Insured Employees may add any and all eligible Dependents, within 31 days after marriage, birth, adoption, or placement for adoption by submitting a KPIC-approved enrollment form to the Policyholder. An otherwise eligible employee who is not enrolled for coverage under the Group Policy at the time he/she acquires a new Dependent, may also enroll at the same time as the newly acquired Dependent. The effective date for an eligible employee and/or Spouse or Domestic Partner that enrolls at the time of birth of a Dependent is the moment of birth. The effective date for an eligible employee and/or Spouse or Domestic Partner that enrolls at the time of adoption or placement for adoption of a Dependent is the date of adoption.

The membership effective date for newly acquired Dependents will be:

- A. For a new Spouse or Domestic Partner, no later than the first day of the month following the date your Group receives an enrollment application from the Insured Employee.
- B. For newborn children, the moment of birth. If payment of additional premium is required to provide coverage for the newborn child, then, in order for coverage to continue beyond the 31 days from the date of birth, notification of birth and payment of additional premium must be provided within 31 days of the date of birth. Otherwise, coverage under the Group Policy will terminate 31 days from the date of birth.
- C. For newly adopted children (including children newly placed for adoption), the "date of adoption." The date of adoption" means the earlier of: (1) a judicial decree of adoption, or (2) the assumption of custody or placement with the Insured Employee or Insured Employee's Spouse or Domestic Partner, pending adoption of a

## ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION DATE

prospective adoptive child by a prospective adoptive parent. If payment of additional premium is required to provide coverage for the child, then, in order for coverage to continue beyond the 31 days from the date of adoption, notification of adoption and payment of the additional premium must be provided within 31 days of the date of adoption. Otherwise, coverage for the newly adopted child will terminate 31 days from the date of adoption.

- D. For a newly eligible grandchild, the date the grandchild is placed in Your or Your Spouse's or Domestic Partner's custody. If payment of additional premium is required to provide coverage for the child, then, in order for the coverage to continue, notification of the court ordered custody and payment of the additional premium must be provided within 31 days of the date of the court ordered custody. Otherwise, coverage terminates 31 days from the date of the court ordered custody.
- E. For children who are newly eligible for coverage as a result of a court or administrative order received by You or Your Spouse or Domestic Partner, the date of the court or administrative order. If payment of additional premium is required to provide coverage for the child, notification of the court or administrative order may be provided at any time, but payment of additional premium must be provided within 31 days of enrollment of the child. Otherwise, enrollment of the child will be void. Enrollment for such child will be allowed in accordance with the requirements and time frames established by Section 15-405(c) of the Maryland Insurance Article, which provides for the following:
- (1) An insuring parent is allowed to enroll in family member coverage and include the child in that coverage regardless of enrollment period restrictions;
  - (2) A non-insuring parent, child support agency, or Maryland Department of Health is allowed to apply for health insurance coverage on behalf of a child and include the child in the coverage regardless of enrollment period restrictions; and
  - (3) Health Plan may not terminate health insurance coverage for a child eligible under this subsection unless written evidence is provided that:
    - (i) the court or administrative order is no longer in effect;
    - (ii) the child has been or will be enrolled under other reasonable health insurance coverage that will take effect on or before the effective date of the termination;
    - (iii) the employer has eliminated family member's coverage for all of its employees; or
    - (iv) the employer no longer employs the insuring parent, except the parent elects to enroll in COBRA, coverage shall be provided for the child consistent with the employer's plan for post-employment health insurance coverage for dependents.

If a child's parent, subject to the court or administrative order, is an otherwise eligible employee, but has not enrolled for coverage under the Group Policy, We will enroll both the employee and child without regard to enrollment period restrictions, pursuant to the requirements and time periods specified by Sections 15-405(f) and (g) of the Maryland Insurance Articles. Children enrolled subject to a court or administrative order may not have their coverage terminated unless written evidence is provided to Us that: (i) the order is no longer in effect; (ii) the child has been or will be enrolled under other reasonable health insurance coverage that will take effect on or before the effective date of the termination; (iii) the employer has eliminated family members' coverage for all its employees; or (iv) the employer no longer employs the insuring parent, except that if the parent elects to exercise the provisions of the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), coverage shall be provided for the child consistent with the employer's plan for post-employment health insurance coverage for dependents.

- F. For children who are newly eligible for coverage as the result of guardianship granted by court or testamentary appointment, the date of court or testamentary appointment. If payment of additional premium is required to

## ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION DATE

provide coverage for the child, notification of the court or testamentary appointment may be provided at any time, but payment of the premium must be provided within 31 days of the enrollment of the child, otherwise, enrollment of the child terminates 31 days from the date of court or testamentary appointment.

- G. For children, stepchildren, grandchildren, or adopted children who are newly eligible for coverage as the result of the Insured Employee's new Domestic Partner arrangement, the date of the signed Affidavit of Domestic Partnership. If payment of additional premium is required to provide coverage for the child, in order for coverage to continue beyond the 31 days from the date of eligibility, notification of eligibility and payment of additional premium must be provided within 31 days of the date of eligibility. Otherwise, coverage for the newly eligible child will terminate 31 days from the date of eligibility.
- H. For children, stepchildren, grandchildren, or adopted children who are newly eligible for coverage as the result of the Insured Employee's marriage, the date of the marriage. If payment of additional premium is required to provide coverage for the child, in order for coverage to continue beyond the 31 days from the date of eligibility, notification of eligibility and payment of additional premium must be provided within 31 days of the date of eligibility. Otherwise, coverage for the newly eligible child will terminate 31 days from the date of eligibility.

**Special Enrollment due to Loss of other Coverage:** You may enroll as an Insured Employee (along with any of Your eligible Dependents), and an existing Insured Employee may add eligible Dependents by submitting a KPIC-approved enrollment form to the Policyholder within 31 days after the enrolling persons lose other coverage if:

- A. The Employee or at least one of the Dependents had other coverage when he or she previously declined KPIC's coverage (some groups require You to have stated in writing when declining KPIC coverage that other coverage was the reason), and
- B. The loss of the other coverage is due to (1) exhaustion of COBRA coverage or Continuation of Coverage under Maryland law; (2) in the case of non-COBRA coverage, loss of eligibility including loss of eligibility as a result of legal separation, divorce, death, termination of employment, or reduction in the number of hours of employment, or employer contributions towards the coverage were terminated, but not cause or individual nonpayment; or (3) reaching a lifetime maximum on all benefits. If the loss of eligibility is for Medicaid coverage or Child Health Insurance program coverage, but not termination for cause, the timeframe for submitting the application for enrollment is 60 days. If the loss of eligibility for a dependent child is due to the death of a Spouse or Domestic Partner, the child may be added at any time; however the timeframe for submitting the application for enrollment is within 6 months after the death of the Spouse or Domestic Partner.

Note: If You are enrolling yourself as a Insured Employee along with at least one eligible Dependent, only one of You need lose other coverage, and only one of You must have had other coverage when you previously declined KPIC coverage. The Policyholder will let You know the membership effective date. The effective date of an enrollment resulting from loss of other coverage is no later than the first day of the month following the date the Policyholder receives the enrollment or change of enrollment form from the Employee.

**Special Enrollment due to Reemployment After Military Service:** If You terminated Your health care coverage because You were called to active duty in the military service, You may be able to be re-enrolled in Your Group's health plan if required by state or federal law. Please ask Your Group for more information.

**Special Enrollment due to Loss of Medicaid or Child Health Insurance Program (CHIP) Coverage:** If you are requesting enrollment due to loss of eligibility for Medicaid or Child Health Insurance Program coverage you must request special enrollment within 60 days of the loss of coverage.

**Special Enrollment due to Eligibility for Premium Subsidy under Medicaid or a State CHIP:** If You declined enrollment for Yourself and/or Your Dependents because You or they were enrolled in Medicaid or Your state's CHIP, You may be able to enroll Yourself along with any Dependents and existing Covered Persons may add Dependents

## ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION DATE

under this Group Policy when You or Your Dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP, providing You request special enrollment within 60 days of when eligibility is determined. The effective date of an enrollment resulting from eligibility for premium assistance under Medicaid or CHIP is no later than the first day of the month following the date the Policyholder receives the enrollment or change of enrollment form from the Employee.

**Special Enrollment due to a Section 125 qualifying event:** If Your Policyholder's plan is a Section 125 cafeteria plan, You may enroll as a Covered Person (along with any eligible Dependents), and existing Covered Persons may add eligible Dependents, if You experience an event that Your Policyholder designates as a special enrollment qualifying event. Please ask Your Policyholder whether Your Policyholder's plan is a Section 125 cafeteria plan and, if it is, which events Your Policyholder designates as special enrollment qualifying events. To request enrollment, the Covered Person must submit a Health Plan approved enrollment or change of enrollment application to Your Policyholder within the timeframes specified by Your Policyholder for making elections due to a section 125 qualifying event.

### Open Enrollment

You may enroll as an Insured Employee (along with any of Your eligible Dependents), and an existing Insured Employee may add eligible Dependents, by submitting a KPIC-approved enrollment form to the Policyholder during the Open Enrollment Period. The Policyholder will let you know when the Open Enrollment Period begins and ends and Your membership effective date.

### Member Contribution

Insured Employees are entitled to coverage under the Group Policy only for the period for which We have received the appropriate premiums from the Policyholder. You are responsible for any contribution to the premiums and the Policyholder will tell You the amount and how You are to pay Your contribution (through payroll deduction, for example).

### Open Enrollment due to Termination of Spouse's Employment

A continuous Open Enrollment Period will exist for the purpose of allowing an Insured Employee to add his/her Spouse or Domestic Partner and/or Dependent children if the Insured Employee's Spouse or Domestic Partner loses coverage under another group health insurance contract or policy because of the involuntary termination of the Spouse's or Domestic Partner's employment other than for cause. Coverage provided in accordance with this provision will not be subject to evidence of insurability. To be eligible for coverage, the Insured Employee must notify the Policyholder within 6 months after the date on which his/her Spouse's or Domestic Partner's coverage under another group health insurance contract or policy terminates.

### Termination of a Covered Person's Insurance

A Covered Person's insurance will automatically terminate on the earlier of:

1. The date the Covered Person ceases to be covered by Health Plan as a Member;
2. The date the Group Policy terminates;
3. The end of the grace period after the employer group fails to pay any required premium to KPIC, Health Plan or its Administrator when due or KPIC does not receive the premium payment in a timely fashion;
4. The date the Insured Employee and/or his/her Dependents cease to be eligible for coverage under the Group Policy or Health Plan's Evidence of Coverage;
5. The date You no longer live or work in Health Plan's Service Area (as that term is defined in the Evidence of Coverage and is hereby incorporated by reference); or
6. The date the Group Agreement between Your group and Health Plan terminates.

## ELIGIBILITY, EFFECTIVE DATE, AND TERMINATION DATE

### Rescission for Fraud or Intentional Misrepresentation

Subject to applicable state or federal law, if KPIC makes a determination that You performed an act, practice or omission that constitutes fraud or made an intentional misrepresentation of material fact under the terms of the Group Policy, KPIC may rescind Your coverage under the Group Policy by giving no less than 31 days advance written notice. The rescission of coverage will be effective, on:

1. The effective date of coverage, if we relied upon such information to provide coverage; or
2. The date the act of fraud or intentional misrepresentation of a material fact occurred, if the fraud or intentional misrepresentation of a material fact was committed after Your coverage became effective.

For purposes of this section, a rescission is a cancellation or discontinuation of coverage that has retroactive effect and does not include a cancellation or discontinuation that (a) has only a prospective effect; (b) is effective retroactively based upon a failure to timely pay required premiums or contributions (including COBRA premiums) towards the cost of coverage; or, (c) is initiated by You or Your representative and neither KPIC nor the Group takes action, directly or indirectly, to influence Your decision to cancel or discontinue coverage retroactively or otherwise take any adverse action or retaliate against, interfere with, coerce, intimidate or threaten You.

If You or Your Dependent's Policy is rescinded, You have the right to appeal the rescission. Please refer to the **PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS** section of this Certificate for a description of the Appeals process and Your right to an Independent External Review.

In no event will Your insurance continue beyond the earlier of the date Your employer is no longer a Policyholder or the date the Group Policy terminates.



## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

### Pre-certification Through the Medical Review Program

This section describes:

1. The Medical Review Program and Pre-certification procedures for Covered Services;
2. How failure to obtain Pre-certification affects coverage;
3. Pre-certification administrative procedures;
4. Which clinical procedures require Pre-certification;
5. How to appeal an Adverse Determination by the Medical Review Program; and
6. The Independent External review program.

**You are responsible for ensuring Pre-certification is obtained when you choose to receive Covered Services from a licensed Provider.** A Covered Person must obtain Pre-certification of all non-emergency Hospital stays and certain other non-emergency services and procedures. Request for Pre-certification must be made by the Covered Person, the Covered Person's attending Physician, or the Covered Person's authorized representative prior to the commencement of any service or treatment. If Pre-certification is required, it must be obtained to avoid a possible reduction in benefits. If You received Covered Services from a licensed Provider and Pre-certification is not obtained, benefits payable by KPIC will be reduced even if the Covered Service is deemed Medically Necessary.

If Pre-certification is not obtained when required and unless Pre-certification is not permitted under applicable law, or obtained but not followed, benefits otherwise payable by KPIC or any Covered Charges incurred in connection with the Covered Service will be reduced by 30% (percent). However, the reduction will be limited to \$5,000 per Policy Year. Any such reduction in benefits will not count toward satisfaction of any Deductible, Co-payment, or Out-of-Pocket Maximum applicable under the Group Policy. If the Covered Service is deemed not to be Medically Necessary, the Covered Service, item or service will not be covered.

If this Plan has been designated a Secondary Plan as defined in the **COORDINATION OF BENEFITS** section, Pre-certification is not required when Your Primary Plan has made payment on the Covered Services requiring Pre-certification.

### Continuity of Care When Transitioning Carriers Pre-certification

At the request of the Covered Person, Covered Person's parent or guardian, the Covered Person's authorized representative, or the Covered Person's Health Care Provider, a preauthorization for behavioral health and dental benefits if covered, to the extent they are authorized by a third-party administrator, shall be accepted by KPIC for Covered Persons who may be transitioning from the Maryland Medical Assistance Program to KPIC, for the time periods described in item 2, below.

At the request of the Covered Person, Covered Person's parent or guardian, the Covered Person's authorized representative, or the Covered Person's Health Care Provider, a preauthorization from a relinquishing carrier, managed care organization, or third-party administrator shall be accepted by KPIC for:

1. The procedures, treatment, medications, or services covered by the benefits offered by the Group Policy; and
2. For the following time periods:
  - i.) The lesser of the course of treatment or ninety (90) days; and
  - ii.) The duration of the three (3) trimesters of a pregnancy and the initial postpartum visit.

A copy of the preauthorization from the relinquishing carrier shall be provided within ten (10) days after receipt of the request from KPIC.

**Medical Review Program** means the organization or program that evaluates proposed services and/or items to determine that they are Covered Services and Medically Necessary. If the Medical Review Program determines that such services and/or items are not Covered Services and/or is not Medically Necessary, Pre-certification will be denied. The Medical Review Program may be contacted twenty-four (24) hours per day, seven (7) days per week.

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

Medical Review Program for providers accessed via the Cigna Healthcare PPO Network outside KP states will be performed by Cigna Healthcare Medical Review. Cigna Healthcare PPO Network providers will obtain any necessary Pre-certification on Your behalf. Providers may contact them at 888-831-0761.

If Pre-certification is denied, the Adverse Benefit Determination notice will tell You why We denied Your claim and will include information regarding the mandatory internal appeal process and Your appeal rights, including external review, that may be available to You.

The following Covered Services must be Pre-certified by the Medical Review Program subject to all exclusions and limitations as set forth in this Certificate:

1. Inpatient admissions
2. Inpatient Rehabilitation Therapy admissions
3. Inpatient Skilled Nursing Facility, long term care, and sub-acute admissions
4. Inpatient mental health and chemical dependency admissions
5. Inpatient Residential Treatment
6. Non-Emergent (Scheduled) Air or Ground Ambulance
7. Pediatric Medically Necessary contact lenses
8. Amino Acid-Based Elemental Formulas
9. Low Protein Modified Foods
10. Clinical Trial Services
11. Medical Foods
12. Bariatric Surgery
13. Dental & Endoscopic Anesthesia
14. Durable Medical Equipment (DME)
15. Genetic Testing
16. Home Health & Home Infusion Services
17. Hospice (home, inpatient)
18. Infertility Procedures
19. Imaging Services (Magnetic Resonance Imaging (MRI), Magnetic Resonance Angiography (MRA), Computed Tomography (CT), Computerized Tomography Angiography(CTA), Positron Emission Tomography (PET), Electronic Beam Computed Tomography (EBCT) SPECT, not including x-ray or ultrasound)
20. Outpatient Injectable Drugs
21. Outpatient Surgery (performed at hospital, ambulatory surgery center of licensed facility)
22. Orthotics/Prosthetics
23. Implantable prosthetics (includes breast, bone conduction, cochlear)
24. Pain Management Services (radiofrequency ablation, implantable pumps, spinal cord stimulator, injections)
25. Radiation Therapy Services
26. Reconstruction Surgery
27. TMJ/Orthognathic Surgery
28. The following outpatient procedures:
  - a) Hyperbaric oxygen
  - b) Sclerotherapy
  - c) Plasma Pheresis (MS)
  - d) Anodyne Therapy
  - e) Sleep Studies
  - f) Vagal Nerve Stimulation
  - g) Hemispherectomy
  - h) Implants

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

- i) Pill Endoscopy
- j) Stab phlebotomy
- k) Radiofrequency ablation
- l) Enhanced External Counterpulsation (EECP)
- m) Resection
- n) Corpus Colostomy surgery
- o) Uvulo-palato-pharyngoplasty (UPPP) & laser-assisted UPPP

An Adverse Decision regarding an admission of a Covered Person may not be rendered during the first twenty-four (24) hours after the admission when: 1) the admission is based on a determination that the Covered Person is in imminent danger to self or others; 2) the determination has been made by the Covered Person's Physician or psychologist in conjunction with a member of the medical staff of the facility who has privileges to make the admission; and 3) the hospital immediately notifies the Medical Review Program of the admission of the Covered Person, and the reason for the admission.

If We fail to make a determination within the time limits described below, the request will be deemed approved. Except as provided in the first and third paragraphs of page 32 and the last paragraph of page 36 of Pre-Service Review sub-section, We will make initial determinations on whether to authorize or certify an emergency course of treatment or Health Care Service for a member within twenty-four (24) hours after the initial request after receipt of the information necessary to make the determination. If We determine that additional information is needed after confirming through a complete review of the information already submitted by the Health Care Provider, We will: (1) Promptly request the specific information needed, including any lab or diagnostic test or other medical information; and (2) Promptly, but not later than two (2) hours after receipt of the information, notify the Health Care Provider of an authorization or certification determination when made by Us. We will initiate the expedited procedure for an Emergency Case if the parent or the patient's representative requests or if the Health Care Provider attests that the services are necessary to treat a condition or illness that, without immediate medical attention, would: (1) Seriously jeopardize the life or health of the member or the member's ability to regain maximum functions; (2) Cause the member to be in danger to self or others; or (3) Cause the member to continue using intoxicating substances in an imminently dangerous manner.

An Adverse Decision regarding a Hospital Admission of a Covered Person may not be rendered for up to seventy-two (72) hours when: 1) the Hospital Admission is determined to be Medically Necessary by the Covered Person's treating Physician; 2) the admission is an inpatient admission (as defined in the Maryland Insurance Code); and 3) the hospital immediately notifies the Medical Review Program of the admission of the Covered Person, and the reason for the admission.

If Our review for a nonemergency case results in an Adverse Decision, We will provide oral communication of the decision to the Covered Person, Authorized Representative, or Health Care Provider and send a written notice to the Covered Person or Authorized Representative, and Health Care Provider within five (5) working days after the Adverse Decision has been verbally communicated. This notification will:

- (1) State in detail in clear, understandable language the specific factual basis for Our decision and the reasoning used to determine that the Health Care Service is not Medically Necessary and did not meet Our criteria and standards used in conducting utilization review;
- (2) Provide the specific reference, language, or requirements from the criteria and standards, including any interpretive guidelines used by Us, on which the Grievance Decision was based including, but not limited to, interpretive guidelines used by Us and may not solely use generalized terms such as "experimental procedure not covered", "cosmetic procedure not covered", "service included under another procedure", or "not medically necessary" or language directing You to review additional coverage criteria in the Your Group Policy or plan documents;
- (3) The name, business address, and business telephone number of the designated employee or Our representative who has the responsibility for Our internal grievance process and the Physician who is required to make all Adverse Decisions. Adverse Decisions and not Our general customer call number;

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

- (4) Give written details of Our internal grievance process and procedures and includes a description of Your, Your Authorized Representative, or Health Care Provider's right to file a Complaint with the Commissioner within four (4) months following receipt of Our Grievance Decision;
- (5) You, Your Authorized Representative, or Health Care Provider acting on your behalf may file a Complaint with the Commissioner, without first filing a Grievance with KPIC and receiving a final decision on the Grievance, if:
  - i. KPIC waives the requirement that our internal grievance process must be exhausted before filing a Complaint with the Commissioner;
  - ii. KPIC has failed to comply with any of the requirements of the internal grievance process as described below in our internal grievance process; or
  - iii. You, Your Authorized Representative, or a Health Care Provider acting on your behalf provides sufficient information and supporting documentation in the Complaint that demonstrates a compelling reason to do so;
- (6) The Commissioner's address, telephone number, and facsimile number;
- (7) A statement that the Health Advocacy Unit is available to assist You or Your Authorized Representative in both mediating and filing a Grievance under Our internal grievance process; and
- (8) The address, telephone number, facsimile number, and electronic mail address of the Health Advocacy Unit.

**IMPORTANT:** If Pre-certification is not obtained, benefits will be reduced even if the treatment or service is deemed Medically Necessary. If the Covered Service is deemed not to be Medically Necessary, the Covered Service, item, or service will not be covered. If a Hospital Confinement or other inpatient care is extended beyond the number of days first Pre-certified without further Pre-certification (concurrent review), benefits for the extra days: (1) will similarly be reduced; or (2) will not be covered if deemed not to be Medically Necessary.

**Pregnancy Pre-certification:** When a Covered Person is admitted to a Hospital for delivery of a child, the Covered Person is automatically Pre-certified to stay in the hospital for a minimum of:

1. Forty-eight (48) hours for an uncomplicated vaginal delivery; and
2. Ninety-six (96) hours for an uncomplicated Cesarean section delivery.

A stay longer than the above may be allowed provided the attending Provider obtains Pre-certification for an extended confinement through the Medical Review Program. Treatment for Complications of Pregnancy is subject to the same Pre-certification requirements as any other Sickness.

The following benefits will not be subject to a Deductible (except for high deductible health plans), Co-payment, or Coinsurance amount:

1. For a mother and newborn child who have a shorter Hospital stay than that allowed above, KPIC will cover on the same basis as normal pregnancy the cost of: (i) one home visit scheduled to occur within twenty-four (24) hours after Hospital discharge; and (ii) an additional home visit if prescribed by the attending Physician.
2. For a mother and newborn child who remain in the Hospital for at least the minimum authorized stay allowed above, KPIC will cover on the same basis as normal pregnancy the cost of a home visit if prescribed by the attending Physician.

As used above, "home visit" means a visit by a Registered Nurse in the Covered Person's home for care of a mother and newborn child and includes any services required by the attending provider. To be eligible for coverage, the visit must: (i) be provided in accordance with generally accepted standards of nursing practice for home care of a mother and newborn child; and (ii) be provided by a Registered Nurse with at least one (1) year of experience in maternal and child health nursing or community health nursing with an emphasis on maternal and child health.

In addition, whenever a mother is required to remain hospitalized after childbirth for medical reasons and the mother requests that the newborn remain in the hospital, KPIC will treat on the same basis as normal pregnancy the cost of additional hospitalization for the newborn for up to four (4) days.

Treatment for Complications of Pregnancy is subject to the same Pre-certification requirements as any other Sickness.

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

### Pre-certification Procedures

The Covered Person, or attending Provider acting on behalf of the Covered Person, must notify the Medical Review Program as follows:

1. Planned Hospital Confinement - as soon as reasonably possible after the Covered Person learns of the scheduled (planned) Hospital Confinement, but at least three (3) days prior to admission for such Hospital Confinement.
2. Extension of a Hospital Confinement - as soon as reasonably possible prior to extending the number of days of Hospital Confinement beyond the number of days originally Pre-certified.
3. Other Covered Services requiring Pre-certification - As soon as reasonably possible after the Covered Person learns of the need for any outpatient Covered Service requiring Pre-certification but at least three days prior to performance of any other outpatient Covered Service requiring Pre-certification.

A Covered Person, or attending Provider acting on behalf of the Covered Person, must provide all necessary information to the Medical Review Program in order for it to make its determination. This means the Covered Person, or Provider acting on behalf of the Covered Person, may be required to:

1. Obtain a second opinion from a Provider selected from a panel of three (3) or more Providers designated by the Medical Review Program. If the Covered Person is required to obtain a second opinion, it will be provided at no charge (including but not limited to Cost Share) to the Covered Person;
2. Participate in the Medical Review Program's case management, Hospital discharge planning and long-term case management programs; and/or
3. Obtain from the attending Provider information required by the Medical Review Program relating to the Covered Person's medical condition and the requested Service or item. If the Covered Person or the Covered Person's Provider does not provide the necessary information or will not release necessary information, Pre-certification will be denied.

If a course of treatment has been Pre-certified or approved for a Covered Person, the Medical Review Program may not retrospectively render an Adverse Decision regarding the Pre-certified or approved services delivered to that Covered Person except as outlined below.

We will approve a request for the prior authorization of a course of treatment, including for chronic conditions, rehabilitative services, substance use disorders, and mental health conditions, that is: (1) for a period of time that is as long as necessary to avoid disruptions in care; and (2) determined in accordance with applicable coverage criteria, the Covered Person's medical history, and the Health Care Provider's recommendation. For new enrollees, We will not disrupt or require reauthorization for an active course of treatment for Covered Services for at least ninety (90) days after the date of enrollment.

The Medical Review Program may retrospectively render an Adverse Decision regarding Pre-certified or approved services delivered to a Covered Person if:

1. The information submitted to the Medical Review Program regarding the services to be delivered to the Covered Person was fraudulent or intentionally misrepresentative;
2. Critical information requested by the Medical Review Program regarding services to be delivered to the Covered Person was omitted such that the Medical Review Program determination would have been different had the Medical Review Program known the critical information; or
3. The planned course of treatment for the Covered Person that was approved by the Medical Review Program was not substantially followed by the provider.

### I. The Medical Review Program

**Pre-Service Reviews:** If We fail to make a determination within the time limits described below, the request will be deemed approved. If You do not have an Urgent Medical Condition and You have not received the nonemergency course of treatment or Covered Service which You are requesting, including pharmaceutical services not submitted electronically then within two (2) working days of receiving all necessary information the Medical Review Program will make its determination. We will promptly notify the Health Care Provider of the determination. We will provide notice that additional information is needed after receipt of the initial request for Health Care Services and

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

confirming through a complete review of information already submitted by the Health Care Provider. We will promptly notify the Covered Person, the Authorized Representative, and Health Care Provider of the need for additional information within three (3) calendar days of the initial request and explain in detail what information is required by specifying the information, including lab or diagnostic test or other medical information, that must be submitted to complete the request and the criteria and standards to support the need for additional information. Necessary information includes, but is not necessarily limited to, the results of any face-to-face clinical evaluation or any second opinion that may be required. We must receive any additional necessary information requested by the notice within forty-five (45) calendar days from the receipt of the notice identifying the additional necessary information or We will make Our decision based upon the information We have available to Us at that time.

If the authorization procedures are not followed, We will notify the Covered Person, the Authorized Representative, or Health Care Provider of the failure to follow the procedures within 5 calendar days of the request for authorization. The notice will include the proper procedures to be followed to request authorization.

If an admission, procedure, or service is Pre-certified, KPIC will:

1. Notify the Health Care Provider by telephone within two (2) working days of Pre-certification; and
2. Document the Pre-certification with You and the Health Care Provider in writing within five (5) working days of Our decision.

If Pre-certification is denied or an alternate treatment or service recommended, KPIC will:

1. Notify the Health Care Provider by telephone within two (2) working days of making the denial or alternate treatment or service recommendation; and
2. Document the denial decision with the Covered Person and Authorized Representative in writing within five (5) working days of making Our decision.

The Covered Person, Authorized Representative, or Health Care Provider may then file an Appeal or Grievance as appropriate, as described below.

If We fail to make a determination within the time limits described below, the request will be deemed approved. If You are requesting Pre-certification for admission for Residential Crisis Services or an emergency inpatient admission, the Medical Review Program will make its determination within two (2) hours after receipt of all necessary information to make the determination; and will promptly notify the Health Care Provider of the determination. If additional information is needed, We will promptly request the specific information needed, including any lab or diagnostic test or other medical information.

If You have an Urgent Medical Condition and You have not received the Covered Service for which You are requesting review, then within seventy-two (72) hours of Your request, We will notify the Health Care Provider that additional information must be provided to Us to make a decision. We will make a decision for this type of claim within forty-eight (48) hours following the earlier of (1) receipt of the information from You; or (2) the end of the period for submitting the requested information. Decisions regarding Pre-service Review if You have an Urgent Medical Condition will be communicated to You by telephone within twenty-four (24) hours of the request. Such decisions will be confirmed in writing within one (1) day after Our decision has been orally communicated to the Covered Person, Authorized Representative, or Health Care Provider. If We fail to make a determination within the time limits in this section, the request shall be deemed approved.

We will not render an Adverse Decision solely because the Hospital did not notify us within twenty-four (24) hours or other prescribed period of time after that admission if the patient's medical condition prevented the Hospital from determining: (1) the patient's insurance status; and (2) Our Medical Review Program's emergency admission notification requirements.

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

**Concurrent Reviews:** If We fail to make a determination within the time limits described below, the request will be deemed approved. When You make a request for additional visits or days of care submitted as part of an existing course of treatment or treatment plan, when We had previously approved a course of treatment that is about to end, the Medical Review Program will make concurrent review determinations within one (1) working day of receiving the request or within one (1) working day of obtaining all the necessary information. In the event that the Medical Review Program results in the end or limitation of Covered Services, We will make a review determination within one (1) working day after receipt of the information necessary to make the determination. We will promptly notify the Health Care Provider of the determination. We will provide notice that additional information is needed after receipt of the initial request for Health Care Services and confirming through a complete review of information already submitted by the Health Care Provider. We will promptly notify the Covered Person, the Authorized Representative, and Health Care Provider of the need for additional information within three (3) calendar days of the initial request and explain in detail what information is required by specifying the information, including lab or diagnostic test or other medical information, that must be submitted to complete the request and the criteria and standards to support the need for additional information. If You have an Urgent Medical Condition, then a request for concurrent review will be handled like any other Pre-service request for review when an Urgent Medical Condition is involved except that Our decision will be made within twenty-four (24) hours of the request.

If the Medical Review Program authorizes or certifies an extended stay or additional services under the concurrent review, KPIC will:

1. Promptly notify the Provider of the determination orally by telephone within one (1) working day after receipt of the information necessary to make the determination; and
2. We will provide notice that additional information is needed after receipt of the initial request for Health Care Services and confirming through a complete review of information already submitted by the Health Care Provider. We will promptly notify the Covered Person, the Authorized Representative, and Health Care Provider of the need for additional information within three (3) calendar days of the initial request and explain in detail what information is required by specifying the information, including lab or diagnostic test or other medical information, that must be submitted to complete the request and the criteria and standards to support the need for additional information; and
3. Confirm the certification in writing with the Covered Person, Authorized Representative, or Health Care Provider within five (5) working days after the adverse decision was made. The written notification will include the number of extended days or next review date, the new total number of days or services approved, and the date of admission or initiation of services.

If the request for extended stay or additional services is denied, KPIC will:

1. Notify the Provider and/or the Covered Person or Authorized Representative of the denial orally by telephone within one (1) working day after receipt of the information necessary to make the determination; and
2. Confirm the denial in writing with the Covered Person and/or provider within five (5) working days of the telephone notification. Coverage will continue for Covered Services until the Covered Person, Authorized Representative, or Health Care Provider rendering the service has been notified of the denial decision in writing.

The Covered Person, Authorized Representative, or Health Care Provider may then file an Appeal or Grievance, as appropriate, as described below.

**Post-Service Reviews:** The Medical Review Program will make its determination on Post-Service Reviews within thirty (30) calendar days of receiving a claim. This time period may be extended one time by Us, for up to fifteen (15) calendar days, if We determine that an extension is necessary because (1) the legitimacy of the claim or the appropriate amount of the benefit is in dispute and additional information is necessary or (2) the claim is not clean and, therefore, We need more information to process such claim. We will notify You of the extension within the

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

initial 30-day period. Our notice will explain the circumstances requiring the extension and the date upon which We expect to render a decision. If such an extension is necessary because We need information from You, then Our notice of extension will specifically describe the required information which You need to submit. You must respond to requests for additional information within forty-five (45) calendar days or We will make Our decision based upon the information We have available to Us at that time.

We will send an Explanation of Benefits to the Covered Person, Authorized Representative, or Health Care Provider to inform the Covered Person, Authorized Representative, or Health Care Provider that:

1. The claim was paid; or
2. The claim is being denied in whole or in part; or
3. Additional information is needed to determine all or part of the claim benefit and what specific information must be submitted; or
4. The claim is incomplete and/or unclear and what information is needed to make the claim complete and/or clear.

If We deny payment of the claim, in whole or in part, the Covered Person, Authorized Representative, or Health Care Provider may then file an Appeal or Grievance, as appropriate, as described below.

### II. Health Advocacy Unit and the Maryland Insurance Commissioner

- A. The Health Advocacy Unit of the office of the Maryland Attorney General can help a Covered Person, Authorized Representative or Health Care Provider prepare a Grievance or appeal to file with KPIC.
1. The Health Advocacy Unit is available to assist the Covered Person or Authorized Representative with filing a Grievance or Appeal under the internal Grievance and Appeals processes. However, the Health Advocacy Unit is not available to represent or accompany the Covered Person and/or Authorized Representative during the proceeding of the internal grievance process;
  2. The Health Advocacy Unit can assist the Covered Person or Authorized Representative in mediating a resolution of the Adverse Decision or Coverage Decision with KPIC, but at any time during the mediation, the Covered Person, or Authorized Representative, may file a Grievance or Appeal; and
  3. The Covered Person or Authorized Representative, or a Health Care Provider may file a complaint with the Commissioner without first filing a Grievance or Appeal as explained in Section II, B, below.

The Health Advocacy Unit may be contacted at:

Health Education and Advocacy Unit, Consumer Protection Division  
Office of the Attorney General  
200 St. Paul Place  
Baltimore, MD, 21202  
(410) 528-1840  
(877) 261-8807 (toll free out-of-area)  
(410) 576-6571 (facsimile)  
heau@oag.state.md.us (email address)  
www.marylandattorneygeneral.gov (internet address)

- B. A Covered Person, Authorized Representative, or Health Care Provider must file a Grievance or Appeal with Us and exhaust Our internal Grievance and Appeals process as described in this section of the certificate prior to filing a Complaint with the Maryland Insurance Commissioner except when:
1. The Coverage Decision involves an Urgent Medical Condition for which care has not been rendered;



## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

2. The Covered Person, Authorized Representative, or Health Care Provider provides sufficient information and supporting documentation in the Complaint that supports a compelling reason to not exhaust Our internal process for resolving Grievances (protests regarding Adverse Decisions), such as, when a delay in receiving the Health Care Service could result in loss of life, serious impairment to bodily function, serious dysfunction of a bodily organ, or the Covered Person remaining seriously mentally ill or using intoxicating substances with symptoms that cause the Covered Person to be in danger to self or others, or the Covered Person continues to experience severe withdrawal symptoms. A Covered Person is considered to be in danger to self or others if the Covered Person is unable to function in activities of daily living or care for self without imminent dangerous consequences;
3. We failed to make a Grievance Decision for a Pre-service Grievance within thirty (30) working days after the filing date or the earlier of forty-five (45) working days or sixty (60) calendar days after the filing date for a Post-service Grievance if the Covered Person, Authorized Representative, or a Health Care Provider filing a Grievance on behalf of the Covered Person agrees in writing to an extension for a period longer than 30 working days;
4. We or Our representative failed to make a Grievance Decision for an Expedited Grievance for an Emergency Case within twenty-four (24) hours after the Covered Person, Authorized Representative, or Health Care Provider filed the Grievance;
5. We fail to comply with any of the requirements of Our internal Grievance process; or
6. We waive the requirement that Our internal Grievance and Appeals process be exhausted before filing a Complaint with the Commissioner.

The Maryland Insurance Commissioner may be contacted at:

Maryland Insurance Administration  
Appeal and Grievance Unit  
200 St. Paul Place  
Suite 2700  
Baltimore, MD 21202  
(800) 492-6116 (toll free out-of-area)  
(410) 468-2000  
(410) 468-2260 Facsimile

### III. Grievance and Appeals Processes

- A. Internal Grievance Process:** This process applies to a utilization review determination made by Us that a proposed or delivered Health Care Service was not Medically Necessary, appropriate, or efficient thereby resulting in noncoverage of a Health Care Service.

#### **Pre-Service, Concurrent, and Expedited Medical Review Grievance**

The Covered Person, Authorized Representative, or Health Care Provider acting on behalf of the Covered Person may initiate an Grievance by submitting a written request including all necessary information that relates to the Grievance to:

Permanente Advantage Appeals  
8954 Rio San Diego Dr., 4<sup>th</sup> Floor, Ste 406  
San Diego, CA 92108  
Telephone number: 1-888-567-6847  
Fax number: 1-866-338-0266

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If there is an initial determination made not to authorize or certify a Health Care Service and the Health Care Provider believes the determination warrants an immediate reconsideration, We will provide the Health Care Provider the opportunity to speak with the physician that rendered the determination, by telephone on an expedited basis, within a period of time not to exceed twenty-four (24) hours of the Health Care Provider seeking the reconsideration. If the physician is unable to immediately speak with the Health Care Provider seeking the reconsideration, the physician shall provide the Health Care Provider with the following contact information for the health care provider to use to contact the physician: (1) a direct telephone number that is not the general customer call number; or (2) a monitored e-mail address that is dedicated to communication related to utilization review.

### Post-Service Grievance

The Covered Person, Authorized Representative, or Health Care Provider acting on behalf of the Covered Person may initiate a Grievance by submitting a written request including all necessary information that relates to the Appeal to:

Kaiser Foundation Health Plan  
Attention: Member Relations  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736  
Phone: 1-888-225-7202  
Fax: 404-949-5001

The Grievance must be filed in writing within one hundred eighty (180) days from the date of receipt of the Adverse Decision notice. If the Grievance is filed after the one hundred eighty (180) days, We will send a letter denying any further review due to lack of timely filing. We will render a final decision in writing on a Post-service Grievance within forty-five (45) working days after the date on which the Post-service Grievance is filed.

If within five (5) working days after a Covered Person, Authorized Representative, or Health Care Provider files a Grievance, We need additional information to complete Our internal Grievance process, We after confirming through a complete review of any information already submitted by the Health Care Provider will (1) notify the Covered Person, Authorized Representative, or Health Care Provider that We cannot proceed with review of the Grievance unless We receive the additional information; (2) request the specific information, including any lab or diagnostic test or other medical information that must be submitted to complete the internal grievance process; and (3) provide the specific reference, language, or requirements from the criteria and standards used by Us to support the need for the additional information. If assistance is needed and requested, We will assist the Covered Person, Authorized Representative, or Health Care Provider in gathering the necessary additional information without further delay.

Please send all additional information to:

Kaiser Foundation Health Plan  
Attention: Member Relations  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736  
Phone: 1-888-225-7202  
Fax: 404-949-5001

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

When You Appeal, You may give testimony in writing or by telephone. Please send Your written testimony to:

Kaiser Foundation Health Plan  
Attention: Member Relations  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736  
Phone: 1-888-225-7202  
Fax: 404-949-5001

To arrange to give testimony by telephone, You should contact the Grievance and Appeals Department at 1-800-788-0710.

We will add the information that You provide through testimony or other means to Your Claim file and We will review it without regard to whether this information was submitted and/or considered in Our initial decision regarding Your Claim.

We will acknowledge receipt of the Grievance within five (5) working days of the filing date of the written Grievance notice. The filing date is the earlier of five (5) days after the date of mailing (postmark) or the date of receipt.

### 1. Pre-service Grievance

If the Grievance is for a service that the Covered Person is requesting (that is, the service has not been rendered), an acknowledgement letter will be sent requesting any additional information which may be necessary within five (5) working days after the filing date. We will also inform You, Your Authorized Representative, or Health Care Provider that a decision will be made regarding the Grievance in writing and such written notice will be sent within thirty (30) calendar days of the filing date of the Grievance. A complaint may be filed with the Commissioner, if a Grievance decision has not been made and received on or before the 30th working day after the filing date of a pre-service appeal.

### 2. Post-service Grievance

If the Grievance is asking for payment for Health Care Services already rendered, a retrospective acknowledgement letter will be sent requesting any additional information that may be necessary within five (5) working days after the filing date. We will also inform You, Your Authorized Representative, or Health Care Provider that a decision will be made in writing and such written notice will be made within the earlier of forty-five (45) working days or sixty (60) calendar days of the filing date of the Grievance.

For both Pre-service and Post-service Grievances, if there will be a delay in Our concluding the Grievance in the designated period, We will send You, Your Authorized Representative, or Health Care Provider a letter requesting an extension. Such extension period shall not exceed more than thirty (30) working days. If You, Your Authorized Representative, or Health Care Provider do not agree to the extension, then the Grievance will be completed in the original designated period. Any agreement to extend the period for a Grievance decision will be documented in writing.

If the Pre-service or Post-service Grievance is approved, a letter will be sent to the Covered Person and Authorized Representative, or Health Care Provider stating the approval. If the Grievance was filed by an Authorized Representative or Health Care Provider, then a letter stating the Grievance Decision will also be sent to the Covered Person.

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

If the Pre-service or Post-service Grievance results in a denial, We will notify You, Your Authorized Representative, or Health Care Provider of the decision within thirty (30) calendar days or no later than the last day of the extension period for a Pre-service Grievance or the earlier of forty-five (45) working days or sixty (60) calendar days from the date of filing or no later than the last day of the extension period for a Post-service Grievance. This notification will include:

- (1) The specific factual basis for the Grievance Decision in clear understandable language and reasoning used to determine that the Health Care Service is not Medically Necessary and did not meet Our criteria and standards used in conducting utilization review;
- (2) The specific reference, language, or requirements from the criteria and standards, including any interpretive guidelines used by Us on which the Grievance Decision was based;
- (3) The name, business address, and business telephone number of the designated employee or Our representative who has responsibility for Our internal grievance process and the designated employee or representative's title and clinical specialty;
- (4) A description of Your, Your Authorized Representative, or Health Care Provider's right to file a Complaint within four (4) months following receipt of Our Grievance Decision;
- (5) The Commissioner's address, telephone number, and facsimile number.
- (6) A statement that the Health Advocacy Unit is available to assist You or Your Authorized Representative in filing a complaint with the Commissioner; and
- (7) The address, telephone number, facsimile number, and electronic mail address of the Health Advocacy Unit.

We will communicate Our decision to You verbally and will send a written notice of such verbal communication within five (5) working days of the verbal communication to You, Your Authorized Representative or a Health Care Provider of the Grievance decision. If We fail to make a Grievance Decision within the stated timeframes herein or an extension of such timeframe, You or Your Authorized Representative may file a Complaint with the Commissioner without waiting to hear from Us.

### 3. Expedited Grievances for Emergency Cases

A Covered Person or Authorized Representative, Health Care Provider may seek an expedited review in the event of an Emergency Case as that term is defined in this Section of this Certificate. An expedited review of an Emergency Case may be initiated by calling 1-(800) 777-7902.

We will initiate the expedited procedure for an Emergency case if the Covered Person or Authorized Representative requests the expedited review or the Health Care Provider or Covered Person or Authorized Representative attests that: (i) the Adverse Decision was rendered for Health Care Services that are proposed but have not been provided; and (ii) the services are necessary to treat a condition or illness that, without immediate medical attention, would: (1) seriously jeopardize the life or health of the Covered Person or Covered Person's ability to regain maximum functions; (2) cause the Covered Person to be in danger to self or others; or (3) cause the Covered Person to continue using intoxicating substances in an imminently dangerous manner.

A request for expedited review must contain the telephone number where We may reach the Covered Person, Authorized Representative, or Health Care Provider in an effort to communicate regarding Our review. In the event that additional information is necessary regarding the expedited review, We will notify the Covered Person, Authorized Representative, or Health Care Provider by telephone to inform him/her that review of the expedited review may not proceed unless certain additional information is received. Upon request, We will assist You, Your Authorized Representative, or Health Care Provider in gathering such information so that a determination may be made within the prescribed timeframes.

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

Within twenty-four (24) hours of the filing date of the expedited review request, We will verbally notify the Covered Person, Authorized Person, or Health Care Provider of Our decision. We will send written notification to the Covered Person, Authorized Representative, or Health Care Provider within one (1) calendar day after the decision is verbally communicated. If approval is recommended, then We will assist the Covered Person in arranging the authorized treatment or benefit. If the expedited review results in a denial, We will notify the Covered Person, Authorized Representative, or Health Care Provider within one (1) calendar day after the decision is verbally communicated. This notification shall include:

- (1) State in detail in clear, understandable language the specific factual basis for Our Grievance Decision and the reasoning used to determine that the Health Care Service is not Medically Necessary and did not meet Our criteria and standards used in conducting the utilization review;
- (2) Provide the specific reference, language, or requirements from the criteria and standards, including any interpretive guidelines used by Us, on which the decision was based, and may not solely use generalized terms such as “experimental procedure not covered”, “cosmetic procedure not covered”, “service included under another procedure”, or “not medically necessary”; or language directing the member to review the additional coverage criteria in the member's policy or plan documents;
- (3) The name, business address, and dedicated business telephone number of the designated employee or representative who has the responsibility for Our internal grievance process and the designated employee or representative's title and clinical specialty;
- (4) A description of Your, Your Authorized Representative, or Health Care Provider's right to file a Complaint within four (4) months following receipt of Our Grievance Decision;
- (5) The Commissioner's address, telephone number, and facsimile number;
- (6) A statement that the Health Advocacy Unit is available to assist You or Your
- (7) Authorized Representative in filing a complaint with the Commissioner; and
- (8) The address, telephone number, facsimile number, and electronic mail address of the Health Advocacy Unit.

If We fail to make a decision within the stated timeframes for an expedited review, You, Your Authorized Representative, or Health Care Provider may file a Complaint with the Commissioner without waiting to hear from Us.

- B. Internal Appeal Process:** This process applies to Our Coverage Decisions and a Covered Person or his/her Authorized Representative, or Health Care Provider must exhaust Our single level internal Appeal process prior to filing a Complaint with the Commissioner, except if Our Coverage Decision involved an Urgent Medical Condition.

The Covered Person, Authorized Representative, or a Health Care Provider must file an Appeal within one hundred eighty (180) days from the date of receipt of the Coverage Decision. This Appeal should be sent to KPIC's Internal Grievance manager at the address shown below:

Kaiser Foundation Health Plan  
Attention: Member Relations  
Nine Piedmont Center  
3495 Piedmont Road, NE  
Atlanta, GA 30305-1736  
Phone: 1-888-225-7202  
Fax: 404-949-5001

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

We will respond in writing to an Appeal within thirty (30) days for a Pre-service claim or sixty (60) days for a Post-service claim after Our receipt of the Appeal. If Our review results in a denial, We will inform the Covered Person, Authorized Representative, or Health Care Provider acting on behalf of the Covered Person of the adverse decision either orally by telephone, or with the affirmative consent of the Covered Person, Authorized Representative, or Health Care Provider acting on behalf of the Covered Person, by text, facsimile, e-mail, online portal, or other expedited means and notify the Covered Person, Authorized Representative, or Health Care Provider in writing within thirty (30) calendar days after the Appeal Decision has been made. This notification will include:

1. The specific factual basis for the decision in clear understandable language;
2. References to any specific criteria or standards on which the Appeal Decision was based including, but not limited to, interpretive guidelines used by Us;
3. The name, business address, and business telephone number of the designated employee who made the Appeal Decision;
4. A description of Your, Your Authorized Representative, or Health Care Provider's right to file a Complaint with the Commissioner within four (4) months following receipt of Our Appeals Decision
5. The Commissioner's address, telephone number, and facsimile number;
6. A statement that the Health Advocacy Unit is available to assist You or Your Authorized Representative in both mediating and filing a Complaint with the Commissioner; and
7. The address, telephone number, facsimile number, and electronic mail address of the Health Advocacy Unit.

Our Appeal Decision will exhaust Your internal appeal rights with respect to that Denial. Contact Us at 877-847-7572 with any questions about Your appeal rights.

- C. Independent External review:** After We have rendered a final Adverse Decision or Grievance Decision upon Your completing Our internal appeals process, You have a right, under applicable Maryland law, to request an independent external review of Our final Adverse Decision or Grievance Decision through the Maryland Insurance Administration. You, Your Authorized Representative, or Health Care Provider, in accordance with the applicable regulations of the Maryland Insurance Administration, may file an Appeal. Your, Your Authorized Representative, or Health Care Provider's Appeal must be filed within four (4) months of the final Adverse Decision or Grievance Decision.

### IV. Definition of Terms Used With Regard to Medical Review and Grievances and Appeals

As used in this Section of this Certificate, the terms below have the following meanings:

**Adverse Decision** means a utilization review determination by Us that: (i) a proposed or delivered Health Care Service covered under the Group Policy is or was not Medically Necessary, appropriate, or efficient; and (ii) may result in noncoverage of the Health Care Service; or a denial by Us of a request by a Covered Person for an alternative standard or a waiver of a standard to satisfy the requirements of a wellness program under § 15-509 of this title. An Adverse Decision includes a utilization review determination based on a prior authorization or step therapy requirement. An Adverse Decision does not include a decision about Your status as a Covered Person.

**Appeal** means a protest filed by a Covered Person or his/her Authorized Representative, or a Health Care Provider with KPIC under its internal appeal process regarding a Coverage Decision concerning a Covered Person.

**Appeal Decision** means a final determination by KPIC that arises from an Appeal filed with Us under Our appeal process regarding a Coverage Decision concerning a Covered Person.

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

**Authorized Representative** means an individual authorized by the Covered Person or state law to act on the Covered Person's behalf to file claims and to submit Appeals or Grievances to Us or Complaints to the Commissioner. A Health Care Provider (as that term is defined in this Section of this Certificate) may act on behalf of a Covered Person with the Covered Person's express (written) consent, or without such consent.

**Commissioner** means the Maryland Insurance Commissioner.

**Complaint** means a protest filed with the Commissioner involving a Coverage Decision, Adverse Decision, or Grievance Decision as described herein.

**Coverage Decision** means: (1) an initial determination by KPIC or a representative of KPIC that results in noncoverage of a Health Care Service including a determination of nonpayment for all or part of a claim because the eligibility of the person for such Health Care Service is in question; (2) a determination by KPIC that You are not eligible for coverage; or (3) any determination by KPIC that results in the recession of Your coverage. A Coverage Decision does not include an Adverse Decision or a pharmacy inquiry.

**Emergency Case** means a case in which an Adverse Decision was rendered pertaining to Covered Services which have yet to be delivered and such Covered Services are necessary to treat a condition or illness that, without immediate medical attention would (a) seriously jeopardize the life or health of the Covered Person or the Covered Person's ability to regain maximum function; (b) cause the Covered Person to be in danger to self or others; or (c) cause the Covered Person to continue using intoxicating substances in an imminently dangerous manner.

**Grievance** means a protest filed by a Covered Person, Authorized Representative, or a Health Care Provider on behalf of a Covered Person with KPIC through Our internal grievance process regarding an Adverse Decision concerning a Covered Person.

**Grievance Decision** means a final determination by KPIC that arises from a Grievance filed with Us under Our internal grievance process regarding an Adverse Decision concerning a Covered Person.

**Health Advocacy Unit** means the Health Education and Advocacy Unit in the Division of Consumer Protection of the Office of the Attorney General.

**Health Care Provider** means an individual who is (1) licensed or otherwise authorized in this State to provide Health Care Services in the ordinary course of business or practice of a profession and is the treating Provider of the Covered Person; or (2) A Hospital.

**Health Care Service** means a health or medical care procedure or service rendered by a Health Care Provider that: (1) provides testing, diagnosis, or treatment of a human disease or dysfunction; (2) dispenses drugs, medical devices, medical appliances, or medical goods for the treatment of a human disease or dysfunction; or (3) provides any other care, service, or treatment of disease or injury, the correction of defects, or the maintenance of physical or mental well-being of individuals.

**Urgent Medical Condition**, as used in this Section of this Certificate means a condition that satisfies either of the following:

- a) A medical condition, including a physical condition, a mental condition, or a dental condition, where the absence of medical attention within seventy-two (72) hours could reasonably be expected by an individual, acting on behalf of KPIC, applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine, to result in:
  - (i) Placing the Covered Person's life or health in serious jeopardy;
  - (ii) The inability of the Covered Person to regain maximum function;
  - (iii) Serious impairment to bodily function;

## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

- (iv) Serious dysfunction of any bodily organ or part; or
  - (v) The Covered Person remaining seriously mentally ill with symptoms that causes the Covered Person to be a danger to self or others; or
- b) A medical condition, including a physical condition, a mental health condition, or a dental condition, where the absence of medical attention within seventy-two (72) hours in the opinion of a Health Care Provider with knowledge of the Covered Person's medical condition, would subject the Covered Person to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Coverage Decision.

### V. Language and Translation Assistance

If We send You an Adverse Benefit Determination at an address in a county where a federally mandated threshold language applies, then Your notice of Adverse Benefit Determination will include a notice of language assistance (oral translation) in that threshold language. A threshold language applies to a county if at least, ten percent (10%) of the population is literate only in the same federally mandated non-English language. You may request language assistance with Your Claim and/or Appeal by calling 1-888-225-7202 (TTY 711).

ENGLISH: To obtain assistance, call 1-888-225-7202 (TTY 711)

SPANISH (Español): Para obtener asistencia en Español, llame al. 1-800-686-7100.

TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-686-7100.

CHINESE (中文): 如果需要中文的帮助,请拨打这个号码1-800-686-7100.

NAVAJO (Dine): Dinek'ehgo shika at'ohwol ninis'ehgo, k'ehgo holne 1-800-686-7100.

### VI. Filing Complaints About KPIC

If You have any complaints about the operation of KPIC for Your care, You may file a Complaint with the Maryland Insurance Administration (MIA). When filing a Complaint with the MIA, You or Your Authorized Representative will be required to authorize the release of any medical records that may be required to be reviewed for the purpose of reaching a decision on the Complaint.

#### How To File A Complaint

Complaints must be received in writing by the MIA, in one of the following three ways. You may (1) file a complaint on-line, (2) download on-line forms to be completed by hand, or (3) submit a written letter.

1. To file a complaint on-line, go to the MIA's website at: [www.insurance.maryland.gov](http://www.insurance.maryland.gov). Select the "Consumer Information" option and then select the "File a Complaint" option. Follow the instructions to submit an on-line complaint.
2. To download on-line forms to be completed by hand, go to the MIA's website at: [www.insurance.maryland.gov](http://www.insurance.maryland.gov). Select the "Consumer Information" option and then select the "File a Complaint" option. Follow the instructions to download complaint forms. These forms should be as complete and detailed as possible and be accompanied by copies of any relevant documentation of your complaint. They may be mailed or faxed to the MIA as directed below.
3. If You choose to submit a written letter, please include or provide the following:
  - (i) Your name, address, and daytime and evening phone number,
  - (ii) Name of Your insurance company, type of insurance (health), policy number, and claim number (if applicable),
  - (iii) Name of any other insurance company, agent, adjuster, etc. involved in Your problem (provide as many names and phone numbers as possible),



## PRE-CERTIFICATION, MEDICAL REVIEW, GRIEVANCE AND APPEALS

- (iv) A detailed explanation of the problem or situation,
- (v) Copies of any documents that You think are important for the investigator to review. Do not send originals.
- (vi) A copy of Your health insurance card or Your policy.

Mail or fax this information to:

Maryland Insurance Administration  
Attn: Life and Health Complaint Investigation  
200 St. Paul Place  
Suite 2700  
Baltimore, MD 21202  
Telephone: 410-468-2244 or 1-800-492-6116  
TTY: 1-800-735-2258  
Fax: 410-468-2260

SAMPLE

## DEDUCTIBLES AND MAXIMUMS

### Individual Deductible

The Deductible for an individual, as shown in the Schedule of Coverage, applies to all Covered Services incurred by a Covered Person during a Policy Year, unless otherwise indicated in the Schedule of Coverage. The Deductible may not apply to some Covered Services, as shown in the Schedule of Coverage. When Covered Charges equal to the Deductible are incurred during the Policy Year and are submitted to Us, the Deductible will have been met for that Covered Person for that Policy Year. Benefits will not be payable for Covered Charges applied to the Deductible.

**NOTE:** The Deductible does not apply to Preventive Benefits required under the Patient Protection and Affordable Care Act (PPACA) received at the Participating Provider level. Preventive Benefits required under the Patient Protection and Affordability Care Act (PPACA) that are received at the Non-Participating Provider level, however, are subject to the Policy Year Deductible.

### Family Deductible Maximum

The Deductible for a family has been satisfied for a Policy Year when the total of Covered Charges, shown in the Schedule of Coverage, has been applied toward the covered family members' Individual Deductibles.

If the Family Deductible Maximum, shown in the Schedule of Coverage, is satisfied in any one Policy Year by Covered Persons in a family enrollment unit, then the Individual Deductible for any Covered Person in the family enrollment unit will not be further applied to any other Covered Charges during the remainder of that Policy Year.

### Benefit-Specific Deductibles

Some Covered Services are subject to additional or separate deductible amounts as shown in the Schedule of Coverage. These additional or separate deductibles do not contribute toward the satisfaction of the Individual Deductible and the Family Deductible.

**NOTE:** Please refer to the Schedule of Coverage section for the actual amount of Your Individual/Self-Only and Family Deductible(s) and any other additional or separate Deductible(s).

### Common Accident

A Deductible must be satisfied only once with respect to Covered Charges incurred due to one common accident involving two or more Covered Persons of a family. This will only apply to Covered Charges incurred due to accident. The Covered Charges used to satisfy this common accident Deductible must be incurred: (1) in the Policy Year in which the accident occurs; or (2) in the next Policy Year.

### Percentage Payable

The Percentage Payable by KPIC is applied to Covered Charges after any applicable Deductible has been met. The Percentage Payable is set forth in the Schedule of Coverage.

### Out-of-Pocket Maximums

Any part of a charge that does not qualify as a Covered Charge will not be applied toward satisfaction of the Out-of-Pocket Maximum. Covered Charges applied to satisfy any Deductibles under the Group Policy are also applied toward satisfaction of the Out-of-Pocket Maximum. The Out-of-Pocket Maximum may not apply to all Covered Charges. See the Schedule of Coverage for specific exceptions. Amounts in excess of the Maximum Allowable Charge, any Benefit Maximum, or additional expenses a Covered Person must pay because Precertification was not obtained, will not be applied toward satisfying the Deductible or the Out-of-Pocket Maximum.

## DEDUCTIBLES AND MAXIMUMS

**Individual Out-of-Pocket Maximum:** When a Covered Person's Cost Share amounts equal or exceed the individual Out-of-Pocket Maximum shown in the Schedule of Coverage during a Policy Year, then the Percentage Payable will be 100% of Covered Charges for that same Covered Person during the remainder of the Policy Year.

**Family Out-of-Pocket Maximum:** When the Cost Share amounts for all Covered Persons in a family unit equal or exceed the Family Out-of-Pocket Maximum shown in the Schedule of Coverage during a Policy Year, then Percentage Payable will be 100% of Covered Charges for all Covered Persons in a family enrollment unit for the remainder of the Policy Year.

The Cost Share for Essential Health Benefits contributes toward satisfaction of the Out-of-Pocket Maximum at the participating provider level.

**NOTE:** Please refer to the Schedule of Coverage section for the actual amount of Your Individual/Self-Only and Family Out-of-Pocket Maximum.

### **Maximum Allowable Charge**

Payments for Expenses Incurred under the Group Policy are based upon the Maximum Allowable Charge for Covered Services. The Maximum Allowable Charge may be less than the amount actually billed by the Provider. In addition to the applicable Cost Sharing, Covered Persons are responsible for payment of any amounts in excess of the Maximum Allowable Charge for a Covered Service from a Provider. Such difference will not apply towards satisfaction of the Out-of-Pocket Maximum nor any Deductible under the Group Policy. (Refer to the definition of Maximum Allowable Charge shown in the **GENERAL DEFINITIONS** section of the Certificate.)

### **Maximum Benefit While Insured**

KPIC will pay benefits under the Group Policy up to the Maximum Benefit While Insured as shown in the Schedule of Coverage. The limit applies individually to each Covered Person. When benefits in such amount have been paid or are payable for a Covered Person under the Group Policy, any insurance for that person under the applicable benefit or benefits will terminate, except as provided under the Reinstatement of Your Maximum Benefit While Insured provision.

Essential Health Benefits, as defined under the Policy are not subject to the Maximum Benefit While Insured or any dollar Benefit Maximum specified under the Policy. Unless otherwise prohibited by applicable law, day or visit limits may be imposed on Essential and non-Essential Health Benefits.

### **Other Maximums**

In addition to the Maximum Benefit While Insured, certain Covered Services are subject to benefit-specific limits or maximums. These additional limits or maximums are shown in the Schedule of Coverage.

### **PLEASE READ THE FOLLOWING INFORMATION SO YOU WILL KNOW FROM WHOM OR WHAT GROUP OF PROVIDERS HEALTH CARE MAY BE OBTAINED.**

Benefit levels for Participating Providers or Non-Participating Providers (For PPO Plans only).

Your coverage provided under the Group Policy may include coverage for Covered Services that are received from either Participating Providers or Non-Participating Provider. See Your Schedule of Coverage to determine if Your coverage includes Participating Providers. Generally, benefits payable are greater for Covered Services received from Participating Providers than those benefits payable for Non-Participating Providers. In order for benefits to be payable at the Participating Provider level, the Covered Person must receive care from a Participating Provider. A current copy of KPIC's Participating Provider Directory is available from Your employer, or You may call the phone number listed on Your ID card or You may visit KPIC's contracted provider network web site at: [www.Multiplan.com/Kaiser](http://www.Multiplan.com/Kaiser). To verify the current participation status of any provider, please call the toll-free number listed in the provider directory. If the Covered Person receives care from a Non-Participating Provider, benefits under the Group Policy are payable at the Non-Participating Provider level.

## DEDUCTIBLES AND MAXIMUMS

### **Reinstatement of Your Maximum Benefit While Insured**

After Covered Charges have been paid for a Covered Person in an amount equal to the Maximum Benefit while Insured shown in the Schedule of Coverage, KPIC will automatically reinstate benefits for such Covered Person each year in an amount equal to the lesser of:

1. \$5,000; or
2. the amount paid for all Covered Charges incurred in the prior Policy Year.

Reinstatement does not apply to benefits payable under the Extension of Benefits provision.

SAMPLE

## GENERAL BENEFITS

This section describes the general benefits under the Group Policy. General limitations and exclusions are listed in the **GENERAL LIMITATIONS AND EXCLUSIONS** section. Optional benefits are set forth under the sections entitled **OPTIONAL OUTPATIENT PRESCRIPTION DRUG BENEFITS, LIMITATIONS, AND EXCLUSIONS** and **OPTIONAL BENEFITS, LIMITATIONS, AND EXCLUSIONS**. Please refer to Your Schedule of Coverage to determine which, if any, optional benefits were elected by the Policyholder.

### Insuring Clause

Upon timely submission of a claim form, including but not limited to all documents and information that We need, KPIC will pay the Percentage Payable as defined in the **GENERAL DEFINITIONS** section of the Maximum Allowable Charge (shown in the Schedule of Coverage) for the Covered Services received provided:

1. The Covered Person is insured under the Group Policy on the date when the Covered Service is received;
2. The claim is for a Covered Service and the Covered Services is Medically Necessary;
3. The claim is for a Covered Service provided or rendered by a Provider in accordance with all terms and conditions of this Certificate;
4. Prior to payment on the claim, any Deductible applicable to the Covered Service has been satisfied; and
5. The Covered Person has not exceeded limits related to the Covered Service including but not limited to the Benefit Maximum While Insured or any other maximum shown in the Schedule of Coverage.

Payments under the Group Policy, to the extent allowed by law:

1. Will be subject to the limitations shown in the Schedule of Coverage;
2. Will be subject to the General Limitations and Exclusions, and
3. May be subject to Pre-certification.

### Covered Services:

1. Room and Board in a Hospital.
2. Room and Board in a Hospital Intensive Care Unit.
3. Room and Board and other Skilled Nursing Care Services in a Skilled Nursing Facility or other licensed medical facility. Care in a Skilled Nursing Facility is limited to: a) the maximum number of covered days shown in the Schedule of Coverage; b) care in a licensed Skilled Nursing Facility; c) care under the active medical supervision of a Physician; and d) services consistent with medical needs.
4. Necessary Services and Supplies, including medication dispensed while confined in a Hospital.
5. Physician services, including office visits.
6. Non-emergency transportation by a licensed ground or air ambulance service only if, in the judgment of a Physician, your medical condition requires either basic life support, advanced life support, or critical care life support capabilities of an ambulance for inter-facility or home transfer and the ambulance transportation has been ordered by a Provider. The Participating Provider Network does not include non-emergency ambulance providers. Coverage is also provided for Medically Necessary transportation as the result of a 911 call. Emergency ambulance services are covered as an In-Plan benefit (HMO). Please see Health Plan EOC. Ambulance service exclusions: Transportation by car, taxi, bus, gurney-van, wheelchair van, mini-van, and any other type of transportation other than a licensed ambulance, even if the only way to travel to a Plan Provider is not covered.
7. Nursing services by a Registered Nurse, or a Licensed Vocation Nurse, as certified by the attending Physician, if a Registered Nurse is not available. Outpatient private duty nursing will only be covered for the period for which KPIC validates a Physician's certification that:
  - a. the services are Medically Necessary; and

## GENERAL BENEFITS

- b. that, in the absence of such nursing care, the Covered Person would be receiving Covered Services as an inpatient in a Hospital or Skilled Nursing Facility. Private duty nursing will not be covered unless otherwise indicated in the Schedule of Coverage.
8. Services by a Certified Nurse Practitioner; Certified Psychiatric-Mental Health Clinical Nurse Specialist; Licensed Midwife; Physician's Assistant, or Certified Nurse-Midwife. This care must be within the individual's area of professional competence.
  9. Radiation treatment limited to: a) radiation therapy when used in lieu of generally accepted surgical procedures or for the treatment of malignancy; or b) the use of isotopes, radium, or radon for diagnosis or treatment.
  10. Chemotherapy, including oral chemotherapy drugs. Oral chemotherapy drugs will be covered at dollar limits, Copayments, and Deductibles no less favorable than for chemotherapy administered intravenously or by injection. Coverage for chemotherapy drugs will include chemotherapy drugs dispensed on an outpatient basis.
  11. Coverage for one (1) hair prosthesis for hair loss as a result of chemotherapy or radiation treatment for cancer, not to exceed a Benefit Maximum of \$350 per prosthesis.
  12. Outpatient X-ray, laboratory test, and other diagnostic services.
  13. Biomarker testing for the purpose of diagnosis, treatment, appropriate management, or ongoing monitoring of a disease or condition that is supported by medical and scientific evidence, including testing: (1) cleared or approved by the U.S. Food and Drug Administration (FDA); (2) required or recommended for a drug approved by the FDA to ensure a Member is a good candidate for the drug treatment; (3) required or recommended through a warning or precaution for a drug approved by the FDA to identify whether a Member will have an adverse reaction to the drug treatment or dosage; (4) covered under a Centers for Medicare and Medicaid Services National Coverage Determination or Medicare Administrative Contractor Local Coverage Determination; or (5) supported by nationally recognized clinical practice guidelines that are: (i) developed by independent organizations or medical professional societies using a transparent methodology and reporting structure and that have a conflict of interest policy; and (ii) established standards of care informed by a systematic review of evidence and an assessment of the benefits and risks of alternative care options and include recommendations intended to optimize patient care.
    - a) Biomarker:
      - 1) Means a characteristic that is objectively measured and evaluated as an indicator of normal biological processes, pathogenic processes, or pharmacologic responses to a specific therapeutic intervention, including known gene-drug interactions for medications being considered for use or already being administered.
      - 2) Includes gene mutations, characteristics of genes, or protein expression.
    - b) Biomarker testing:
      - 1) Is the analysis of a Member's tissue, blood, or other biospecimen for the presence of a biomarker, the results of which:
        - i. Provide information that may be used in the formulation of a treatment or monitoring strategy that informs a Member's outcome and impacts the clinical decision; and
        - ii. Include both information that is actionable and some information that cannot be immediately used in the formulation of a clinical decision.
      - 2) Includes single-analyte tests, multi-plex panel tests, protein expression, and whole exome, whole genome, and whole transcriptome sequencing.

Benefits for biomarker testing are available to the same extent as benefits provided for other similar Services.

14. Anesthesia and its administration when provided by a licensed anesthesiologist or licensed nurse anesthetist.
15. Coverage is provided for a minimum forty-eight (48) hours of hospitalization following a mastectomy. A Member may request a shorter stay if the Member decides, in consultation with the attending physician, that less time is needed for recovery. In addition, if the Member remains in the hospital for the full forty-eight (48) hours, the

## GENERAL BENEFITS

Member is entitled to a home visit. If the Member has a shorter stay (less than forty-eight (48) hours) the Member is entitled to a home visit within twenty-four (24) hours after discharge and an additional home visit if prescribed by the attending physician

16. Home Health Care Services. Each visit by a member of a Home Health Care Agency of up to four (4) hours within any 24-hour period will be considered as one visit. To be eligible for coverage, the Home Health Care Services must be: a) in lieu of Confinement; b) provided in the Covered Person's home; and c) establish and approve by the Covered Person's Physician in a written treatment plan. Home Health Care Services will also be available for a Covered Person who receives less than forty-eight (48) hours of inpatient hospitalization following a mastectomy or surgical removal of a testicle, or who undergoes a mastectomy or the surgical removal of a testicle on an outpatient basis. Such services will be limited to: (i) one home visit scheduled to occur 24-hours after discharge from the Hospital or outpatient health care facility; and (ii) an additional home visit if prescribed by the Covered Person's attending Physician.
17. Coverage for one (1) home visit to occur within twenty-four (24) hours of hospital discharge for a mother and newborn that have a shorter hospital stay than forty-eight (48) hours of inpatient hospitalization after an uncomplicated vaginal delivery or ninety-six (96) hours of inpatient hospitalization after an uncomplicated cesarean section. An additional home visit if prescribed by the Covered Person's attending Physician. One home visit for a mother and newborn child who remain in the hospital for the minimum length of stay if prescribed by the attending Physician.
18. Outpatient surgery in a Free-Standing Surgical Facility, other licensed medical facility or in a doctor's office.
19. Hospital charges for use of a surgical room on an outpatient basis.
20. Pre-admission testing, limited to diagnostic, x-ray, and laboratory exams made during a Hospital outpatient visit. The exams must be made prior to a Hospital Confinement for which a Room and Board charge is made.
21. Maternity Services including those performed in a Birth Center.
22. Additional hospitalization for the newborn for up to four (4) days, whenever a mother is required to remain hospitalized after childbirth for medical reasons and the mother requests that the newborn remain in the hospital.
23. Prosthetics. Coverage will include internally implanted and external Prosthetic devices, components of Prosthetic devices, repair to Prosthetic device, and replacements of Prosthetic devices, once annually. Prosthetic device or component will be considered Medically Necessary if it satisfied the requirements of medical necessity established under the Medicare Coverage Database and determined by the treating Health Care Provider to be medically necessary for: (i) completing activities of daily living (ii) essential job-related activities or (iii) Performing physical activities, including running, biking, swimming, strength training, and other activities to maximize the whole-body health and lower or upper limb function of the insured or enrollee. Coverage will also be provided for a prosthesis prescribed by a physician for the insured who has undergone a mastectomy and has not had breast reconstruction.  
Replacements will be provided if an ordering Health Care Provider determines that the provision of a replacement prosthesis or a component of the prosthesis is necessary:
  - (i) because of a change in the physiological condition of the patient;
  - (ii) unless necessitated by misuse, because of an irreparable change in the condition of the prosthesis or a component of the prosthesis; or
  - (iii) unless necessitated by misuse, because the condition of the prosthesis or the component of the prosthesis requires repairs and the cost of the repairs would be more than 60% of the cost of replacing the prosthesis or the component of the prosthesis.
24. Orthotic Devices. Coverage will include rigid and semi-rigid external Orthotic Devices that are used for the purpose of supporting a weak or deformed body member, or for restricting or eliminating motion in a diseased or injured part of the body. Examples of covered Orthotic Devices include, but are not limited to leg, arm, back, and neck braces.

## GENERAL BENEFITS

25. Rental of Durable Medical Equipment as prescribed by a Physician for use in Your home (or an institution used as Your home). We also cover Durable Medical Equipment used during a covered stay in a hospital or Skilled Nursing Facility, but only if the Skilled Nursing Facility ordinarily furnishes Durable Medical Equipment. Coverage is limited to the standard item of equipment that adequately meets Your medical needs.

Covered Durable Medical Equipment includes, but is not limited to:

- a. Apnea Monitors;
- b. Asthma Equipment for pediatric and adult asthmatics limited to the following:
  - i) Spacers;
  - ii) Peak-flow meters; or
  - iii) Nebulizers
- c. Bilirubin Lights;
- d. Oxygen and Equipment when your medical condition meets Medicare guidelines and is prescribed by a Participating Provider. A Participating Provider must certify the continued medical need for oxygen and equipment every 30 days;
- e. Continuous Positive Airway Pressure Equipment when your medical condition meets Medicare's guidelines and is prescribed by a Participating Provider.

Purchase of such equipment may be made if, in the judgment of KPIC: a) purchase of the equipment would be less expensive than rental; or b) such equipment is not available for rental.

We decide whether to rent or purchase the equipment, and we select the vendor. We will repair the equipment without charge, unless the repair is due to loss or misuse. You must return the equipment to Us or pay Us the fair market price of the equipment when it is no longer prescribed.

26. Coverage for management and treatment of diabetes which includes Medically Necessary equipment, supplies, and outpatient self-management training and education related to the care of insulin-using diabetes, noninsulin-using diabetes, or elevated or impaired blood glucose levels induced by pregnancy, or consistent with the American Diabetes Association's standards, elevated or impaired blood glucose levels induced by prediabetes, including medical nutrition therapy if prescribed by a health care provider licensed to prescribe such items in accordance with applicable state law. When prescribed, diabetes outpatient self-management and education must be provided by a certified, registered, or licensed health care professional whose scope of practice includes the care of diabetes.
27. Coverage for Medically Necessary diagnosis, evaluation, and treatment of lymphedema, including equipment, supplies, complex decongestive therapy, gradient compression garments, and self-management training and education
28. Physical therapy rendered by a certified physical therapist. To be eligible for coverage the therapy must be: 1) progressive therapy (not maintenance therapy); 2) rendered according to the attending Physician's written treatment plan; 3) for a condition that the attending Physician determines is subject to significant measurable improvement in the level of functioning within 60 days; and 4) completed by the Covered Person as prescribed. As used in this provision "maintenance therapy" means ongoing therapy after the Covered Person has: 1) reached maximum rehabilitation potential or functional level; or 2) shown no significant improvement.
29. Speech therapy rendered by a certified speech therapist or certified speech pathologist. To be eligible for coverage the speech disorder must be a result of an Injury or Sickness of specific organic origin. It must be rendered for a condition that the attending Physician determines is subject to significant measurable improvement within 60 days.
30. Habilitative services for Medically Necessary speech and language therapy, occupational therapy, physical therapy, and assistive technology services and devices for adults and children until at least the end of the month



## GENERAL BENEFITS

in which they turn 19 years old. These Services are provided in addition to the Physical, Occupational, Speech Therapy and Multidisciplinary Rehabilitation Services described in this Certificate of Insurance.

31. Occupational therapy rendered by a certified occupational therapist. Occupational therapy is limited to services to achieve and maintain improved self-care and other customary activities of daily living. To be eligible for coverage, the therapy must be: 1) progressive therapy (not maintenance therapy); and 2) rendered according to a written treatment plan for a condition that the attending Physician determines is subject to measurable improvement within 60 days. As used in this provision "maintenance therapy" is defined as ongoing therapy after the Covered Person has: 1) reached maximum rehabilitation potential or functional level; or 2) shown no significant improvement.
32. Respiratory therapy rendered by a certified respiratory therapist. It must be rendered for a condition that the attending Physician determines is subject to measurable improvement within 60 days and may not be maintenance therapy.
33. Rehabilitation services while confined in a Hospital or any other licensed medical facility. Rehabilitation services are limited to those provided in an organized, multidisciplinary rehabilitation program including those provided in a Comprehensive Rehabilitation Facility. To be eligible for coverage the therapy must be: 1) progressive therapy (not maintenance therapy); and 2) rendered according to a written treatment plan for a condition that the attending Physician determines is subject to significant improvement within 60 days. As used in this provision, "maintenance therapy" is defined as ongoing therapy after the Covered Person has: 1) reached maximum rehabilitation potential or functional level; or 2) shown no measurable improvement.
34. Inpatient and outpatient services arising from orthodontics, oral surgery and otologic, audiological and speech/language treatment as the result of the congenital defect known as cleft lip, cleft palate, or both.
35. Treatment, services, or supplies covered under the Group Policy if received as an inpatient or outpatient in a Hospital or other licensed or certified medical facility, including Residential Treatment Center Services, Residential Crisis Services or Partial Hospitalization, when received in connection with mental illness, emotional disorders, or drug misuse and alcohol misuse. Outpatient and intensive outpatient benefits, including all office visits, diagnostic evaluation, opioid treatment services, medication evaluation and management, and psychological and neuropsychological testing for diagnostic purposes provided to treat mental illness, emotional disorders, or Substance Use disorder.
36. Blood products, derivatives, components, and their administration. Covered Services will include the administration of prescribed blood products.

Covered services will not include the following:

- a. Whole blood
  - b. Concentrated red blood cells
37. Coverage for reconstructive breast surgery performed as a result of a mastectomy to reestablish symmetry between the two breasts. Coverage includes: augmentation mammoplasty, reduction mammoplasty, and mastopexy; coverage for all stages of reconstructive breast surgery performed on a non-diseased breast to establish symmetry with the diseased breast when reconstructive breast surgery is performed on the diseased breast; and Physical complications of all stages of mastectomy, including lymphedemas, in a manner determined in consultation with the attending physician and the Covered Person.
  38. Transplants are covered on an In-Plan basis only.
  39. Allergy visit, testing and treatment, services, material, and serums.
  40. Musculoskeletal Therapy.
  41. Cardiac Rehabilitation.
  42. Pulmonary Rehabilitation
  43. Dialysis.

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44. Urgent Care.
45. Sleep Studies.
46. Sleep Labs.
47. All outpatient expenses for in-vitro fertilization performed on a Covered Person that meet the following criteria:
  - (a) for a married patient whose spouse is of the opposite sex, the patient's oocytes are fertilized with the patient's spouse's sperm; unless: (i) the patient's spouse is unable to produce and deliver functional sperm; and (ii) the inability to produce and deliver functional sperm does not result from a vasectomy or another method of voluntary sterilization;
  - (b) the married patient and the patient's spouse have a history of involuntary infertility which may be demonstrated by a history of: 1) if the patient and the patient's spouse are of opposite sexes, intercourse of at least one (1) years' duration failing to result in pregnancy; or 2) if the patient and the patient's spouse are of the same sex, three attempts of artificial insemination over the course of one (1) years failing to result in pregnancy;
  - (c) the infertility of the patient or patient's spouse is associated with any of the following medical conditions: endometriosis; exposure in utero to diethylstilbestrol, commonly known as DES; blockage of, or surgical removal of one or both fallopian tubes (lateral or bilateral salpingectomy); or abnormal male factors, including oligospermia, contributing to the infertility;
  - (d) for an unmarried patient: (i) the patient has had three (3) attempts of artificial insemination over the course of one (1) year failing to result in pregnancy; or (ii) the infertility, of the patient, is associated with any of the following medical conditions: endometriosis; exposure in utero to diethylstilbestrol, commonly known as DES; blockage of, or surgical removal of one or both fallopian tubes (lateral or bilateral salpingectomy); or abnormal male factors, including oligospermia, contributing to the infertility;
  - (e) the patient has been unable to obtain a successful pregnancy through a less costly infertility treatment for which coverage is available under the policy; and (f) the procedures are performed at medical facilities that conform to applicable guidelines or minimum standards issued by the American College of Obstetricians and Gynecologists or the American Society for Reproductive Medicine. Pre-Implantation Genetic Testing related to in-vitro fertilization includes coverage for Members who do not meet the definition of infertility, but are diagnosed with specific genetic conditions.
48. Coverage for instruction by a licensed health care provider on "Fertility Awareness-Based Methods." No application of a Copayment, Coinsurance requirement, or Deductible for this coverage.
49. Coverage for Standard Fertility Preservation Procedures that are:
  - a. Performed on a Covered Person, and
  - b. Medically Necessary to preserve fertility due to a need for medical treatment that may directly or indirectly cause "Iatrogenic Infertility." Medical treatment that may directly or indirectly cause Iatrogenic Infertility means medical treatment with a likely side effect of infertility as established by the American Society for Reproductive Medicine, the American College of Obstetricians and Gynecologists, or the American College of Obstetricians and Gynecologists, or the American Society of Clinical Oncology.
50. Reconstructive Surgery. Coverage is limited to surgeries that: a) will correct significant disfigurement resulting from a) non-congenital Injury or Medically Necessary surgery; or b) are performed to significantly improve physical function.
51. Coverage for a second medical opinion, limited to charges for Physician consultation, and charges for any additional x-rays, laboratory tests and other diagnostic studies. Benefits will not be payable for x-ray, laboratory tests, or diagnostic studies that are repetitive of those obtained as part of the original medical opinion and/or those for which KPIC paid benefits. For benefits to be payable, the second medical opinion must be rendered by a Physician who agrees not to treat the Covered Person's diagnosed condition. The Physician offering the second medical opinion may not be affiliated with the Physician offering the original medical opinion.
52. Reimbursement for covered surgical procedures performed on an outpatient basis when such procedures are performed by a licensed medical practitioner operating with the use of local anesthetic at a licensed outpatient surgical facility affiliated with a licensed hospital

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53. Coverage for patient cost to a member in a Clinical Trials provided on an inpatient and an outpatient basis of treatment for prevention, early detection, and treatment studies on cancer or other life-threatening disease or condition. The coverage shall be required if:
- a. The treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III, or phase IV clinical trial for cancer or any other life-threatening disease or condition;
  - b. The treatment is being provided in a clinical trial approved or funded, including funding through in-kind contributions, by at least one (1) of the following:
    - i) One of the National Institutes of Health (NIH);
    - ii) An NIH cooperative group or an NIH center;
    - iii) The FDA in the form of an investigational new drug application or the study or investigation is a drug trial that is exempt from having such an investigational new drug application;
    - iv) Cooperative group or center of The Department of Defense or Department of Veterans Affairs; or
    - v) An Institutional review board of an institution in the State which has a multiple project assurance contract approved by the Office of Protection from Research Risks of the NIH.
    - vi) Cooperative group or The Centers of Disease Control and prevention
    - vii) Cooperative group or center of The Agency for Health Care Research and Quality
    - viii) Cooperative group or The Centers for Medicare & Medicaid Services
    - ix) The Department of Energy
    - x) A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
  - c. The facility and personnel providing the treatment are capable of doing so by virtue of their experience, training, and volume of patients treated to maintain expertise;
  - d. There is no clearly superior, non-investigational treatment alternative, and
  - e. The available clinical or preclinical data provide a reasonable expectation that the treatment will be at least as effective as the non-investigational alternative.

Coverage for patient cost incurred for drugs and devices that have been approved for sale by the FDA, whether or not the FDA has approved the drug or device for use in treating the patient's particular condition, to the extent that the drugs or devices are not paid for by the manufacturer, distributor, or provider of that drug or device.

A Cooperative Group means a formal network of facilities that collaborate on research projects and have an established NIH-approved (National Institutes of Health) Peer Review Program operating within the group.

Cooperative group" includes: the National Cancer Institute Clinical Cooperative Group; the National Cancer Institute Community Clinical Oncology Program; the AIDS Clinical Trials Group; and Community Programs for Clinical Research in AIDS.

A Multiple project assurance contract means a contract between an institution and the federal Department of Health and Human Services that defines the relationship of the institution to the federal Department of Health and Human Services and sets out the responsibilities of the institution and the procedures that will be used by the institution to protect human subjects.

Patient cost means the cost of a Medically Necessary health care service that is incurred as a result of the treatment being provided to the Covered Person for purposes of the clinical trial. Patient cost does not include: 1) the cost of an investigational drug or device; 2) the cost of non-health care services that a patient may be required to receive as a result of the treatment being provided for purposes of the clinical trial; 3) costs associated with managing the research associated with the clinical trial; or 4) costs that would not be covered under the patient's policy, plan, or contract for non-investigational treatments.

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54. Covered Services rendered to treat Morbid Obesity through a surgical treatment that is: (a) recognized by the National Institutes of Health as effective for the long-term reversal of morbid obesity; and (b) consistent with guidelines approved by the National Institutes of Health.
55. Coverage for hearing aids for an adult and a minor child if the hearing aids are prescribed, fitted, and dispensed by a licensed audiologist. As used herein, "hearing aid" means a device that: (i) is of a design and circuitry to optimize audibility and listening skills in the environment commonly experienced by adults and children; and (ii) is non-disposable.
56. Coverage for Medical Foods and Low Protein Modified Food Products for the treatment of Inherited Metabolic Diseases caused by an inherited abnormality of body chemistry including a disease for which the State screens newborn babies. Coverage is provided if the Medical Foods and Low Protein Modified Food Products are prescribed for the therapeutic treatment of Inherited Metabolic Diseases, and are administered under the direction of a health care provider.
57. Medical Nutrition Therapy and Counseling. Medically Necessary nutritional counseling provided by a licensed dietician-nutritionist, physician assistant, or Certified Nurse Practitioner for an individual at risk due to nutritional history, current dietary intake, medication use or chronic illness or condition.
58. Coverage for Amino Acid-Based Elemental Formula(s), regardless of delivery method, for the diagnosis and treatment of: immunoglobulin E and non-immunoglobulin E mediated allergies to multiple food proteins; severe food protein induced enterocolitis syndrome; eosinophilic disorders, as evidenced by the results of a biopsy; and impaired absorption of nutrients caused by disorders affecting the absorptive surface, functional length, and motility of the gastrointestinal tract.
59. General anesthesia and associated hospital or ambulatory facility charges for dental procedures rendered to a Covered Person:
  - 1)
    - a. Who is seven (7) years of age or younger or developmentally disabled;
    - b. Who is an individual for whom a successful result cannot be expected from dental care provided under local anesthesia because of a physical, intellectual, or other medically compromising condition of the enrollee or insured; and
    - c. Who is an individual for whom a superior result can be expected from dental care provided under general anesthesia or
  - 2)
    - a. Is an extremely uncooperative, fearful, or uncommunicative child who is seventeen (17) years old of age or younger with dental needs of such magnitude that treatment should not be delayed or deferred; and
    - b. Is an individual for whom lack of treatment can be expected to result in oral pain, infection, loss of teeth, or other increased oral or dental morbidity.

This provision does not apply to treatment rendered for temporal mandibular joint disorders nor does it provide coverage for any dental procedure or the professional fees or services of the dentist.

61. Accidental Dental Injury Services. Dental services for accidental injury and other related medical services. . For benefits to be payable, all of the following conditions must be satisfied:
  - a. The injury occurred as the result of an external force that is defined as violent contact with an external object, not force incurred while chewing;
  - b. The injury was sustained to Sound Natural Teeth;
  - c. The Covered Services must be requested within sixty (60) days of the injury;
  - d. The restorative services are provided within the twelve (12) consecutive month period commencing from the date that treatment for the injury began.

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Benefits are limited to the most cost-effective procedure available that would produce the most satisfactory result.

For purposes of this Covered Service, Sound Natural Teeth are defined as tooth or teeth that:

- a. Have not been weakened by existing dental pathology such as decay or periodontal disease; or
- b. Have not been previously restored by a crown, inlay, onlay, porcelain restoration, or treatment by endodontics.

Restorative Services will not include:

- a. Oral prostheses and appliances.
62. Expenses arising from care, including nursing home care and intermediate or custodial nursing care, for a Covered Person diagnosed with Alzheimer's disease.
  63. Expenses arising from the care of an elderly Covered Person, including nursing home care and intermediate or custodial nursing care, who is diagnosed with any disease other than Alzheimer's disease.
  64. Vision services, including routine exams, eye refractions, orthoptics, glasses, contact lenses or the fitting of glasses or contact lenses.
  65. Special contact lenses for aniridia for adults age nineteen (19) and over. Coverage is limited to up to two Medically Necessary contact lenses per eye (including fitting and dispensing) in any 12-month period to treat aniridia (missing iris).
  66. Hospice Care. Covered Services will include inpatient care; part-time nursing care by or supervised by a registered nurse or registered graduate nurse; counseling including dietary counseling; family counseling; bereavement counseling; respite care; medical supplies, equipment, and medication required to maintain the comfort and manage the pain of the terminally ill Covered Person. Please see the definition of "Hospice Care", as set forth in the **GENERAL DEFINITIONS** section, for a complete understanding of the terms used in this benefit.
  67. Covered Services will include coverage for qualified individuals for reimbursement for bone mass measurement for the prevention, diagnosis, and treatment of osteoporosis when the bone mass measurement is requested by a health care provider for the qualified individual. As used herein, the following terms are defined as follows:

"Bone mass measurement" means a radiologic or radioisotopic procedure or other scientifically proven technology performed on a qualified individual for the purpose of identifying bone mass or detecting bone loss.

"Qualified individual" means (i) an estrogen deficient Covered Person at clinical risk for osteoporosis; (ii) an Covered Person with a specific sign suggestive of spinal osteoporosis, including roentgenographic osteopenia or roentgenographic evidence suggestive of collapse, wedging, or ballooning of one or more thoracic or lumbar vertebral bodies, who is a candidate for therapeutic intervention or for an extensive diagnostic evaluation for metabolic bone disease; (iii) an individual receiving long-term glucocorticoid (steroid) therapy; (iv) Covered Person with primary hyperparathyroidism; or (v) an individual being monitored to assess the response to or efficacy of an approved osteoporosis drug therapy.
  68. Services rendered by a health care provider, including diagnosis, consultation, and treatment appropriately provided via Telemedicine. Telemedicine is provided regardless of the location of the patient at the time of the Telemedicine services are provided. Telemedicine shall be subject to the same Deductible, Coinsurance and/or Copayments as are otherwise applicable to Physician office visits, except maternity related ACA preventive care services, which has Cost Share of zero. Video visits for physical, speech, and occupational therapy are subject to the same visit limits as physical therapy, speech therapy, and occupational therapy office visits.
  69. All medically appropriate and necessary equipment and supplies used for the treatment of ostomies, including but not limited to flanges, collection bags, clamps, irrigation devices, sanitizing products, ostomy rings, ostomy belts, and catheters used for drainage of urostomies.

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70. Child Wellness Services designed to protect children from morbidity and mortality and promote child development. Such services shall include:
  - a. All visits for and costs of childhood and adolescent immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention;
  - b. Visits for the collection of adequate samples, the first of which is to be collected before two (2) weeks of age, for hereditary and metabolic newborn screening and follow-up between birth and four (4) weeks of age;
  - c. Universal hearing screening of newborns provided by a hospital before discharge;
  - d. All visits for and costs of age-appropriate screening tests for tuberculosis, anemia, lead toxicity, hearing, and vision as determined by the American Academy of Pediatrics;
  - e. All visits for obesity evaluation and management;
  - f. All visits for and costs of developmental screening as recommended by the American Academy of Pediatrics;
  - g. A physical examination, developmental assessment, and parental anticipatory guidance services at each of the visits required under items (a), (b), (d), (e), and (f) of this paragraph; and
  - h. Any laboratory tests considered necessary by the physician as indicated by the services provided under items (a), (b), (d), (e), (f), or (g) above.
71. Routine foot care limited to Medically Necessary treatment of patient.
72. Surgery to correct temporomandibular joint (TMJ) pain dysfunction syndrome that is required because of a medical condition or injury which prevents normal function of the joint or bone and is deemed Medically Necessary to attain functional capacity of the affected part.
73. Removable appliances for TMJ repositioning.
74. Oral surgery for Medically Necessary coverage of disease and injury to the jaw.
75. Medically Necessary diagnosis, evaluation, and treatment of pediatric autoimmune neuropsychiatric disorders associated with streptococcal infections and pediatric acute onset neuropsychiatric syndrome, including the use of intravenous immunoglobulin therapy. Coverage is based on the type of service received and/or place where the service is rendered.

### Pediatric Vision (children up to age 19)

#### Exams

Routine eye exams including refractive exams to determine the need for vision correction and to provide a prescription for eyeglasses or contact lenses. This exam includes dilation if medically indicated.

#### Eyewear

The following eyewear is covered:

1. Lenses
  - a. Single vision
  - b. Conventional (Lined) Bifocal

**Note:** Lenses include choice of glass or plastic lenses, all lens powers (single vision, bifocal). Polycarbonate lenses are covered in full. All lenses include scratch resistant coating.

2. Eyeglass frames -non-deluxe (designer) frames
3. Contact lenses including evaluation, fitting, or follow-up care relating to contact lenses
4. Medically Necessary contact lenses in lieu of other eyewear for the following conditions:
  - a. Keratoconus,
  - b. Pathological Myopia,
  - c. Aphakia,
  - d. Anisometropia,

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- e. Aniseikonia,
- f. Aniridia,
- g. Corneal Disorders,
- h. Post-traumatic Disorders,
- i. Irregular Astigmatism.

**Note:** Contact lenses may be Medically Necessary and appropriate when the use of contact lenses, in lieu of eyeglasses, will result in significantly better visual and/or improved binocular function, including avoidance of diplopia or suppression.

### Preventive Care

#### *Preventive Care Exams and Services*

Unless otherwise stated, the requirement that Medically Necessary Covered Services be incurred as a result of Injury or Sickness will not apply to the following Covered Services. Please refer to your Schedule of Coverage regarding each benefit in this section.

In addition to any other preventive benefits described in the Group Policy, KPIC shall cover the following preventive services and shall not impose any cost-sharing requirements, such as Deductibles, Copayment amounts or Coinsurance amounts to any covered individual receiving any of the following benefits for services received from participating providers:

1. Evidenced-based items or services that have in effect a rating of "A" or "B" in the current recommendations of the United States Preventive Services Task Force, except that the current recommendations of the United States Preventive Service Task Force regarding breast cancer screening, mammography, and prevention of breast cancer shall be considered the most current, whether those issued in or around November 2009;
2. Immunizations that have in effect a recommendation from the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention with respect to the individual involved;
3. With respect to infants, children, and adolescents, evidence-informed preventive care and screenings provided for in the comprehensive guidelines supported by the Health Resources and Services Administration; and
4. With respect to women, such additional preventive care and screenings, not described in paragraph 1 above, as provided for in comprehensive guidelines supported by the Health Resources and Services Administration.

For services received from non-participating providers, the preventive service benefits described above shall be covered at 80% of the amount covered for services received from participating providers.

KPIC shall update new recommendations to the preventive benefits listed above at the schedule established by the Secretary of Health and Human Services.

Consult with Your physician to determine what preventive services are appropriate for You.

#### *Exams*

1. Well-Baby, Child, Adolescent Exam according to the Health Resources and Services Administration (HRSA) guidelines. This includes all visits for and costs of developmental screening as recommended by the American Academy of Pediatrics.
2. Well-woman exam visits to obtain the recommended preventive services, including preconception counseling and Routine Prenatal Care and postpartum office visits. Routine prenatal office visits include the initial and

## GENERAL BENEFITS

subsequent histories, physical examinations, recording of weight, blood pressure, fetal heart tones, and routine chemical urinalysis.

3. All visits for and costs of age-appropriate screening tests for tuberculosis, anemia, lead toxicity, hearing, and vision as determined by the American Academy of Pediatrics;
4. A physical examination, developmental assessment, any laboratory tests considered necessary by the physician and parental anticipatory guidance services at each of the visits required under:
  - a. childhood and adolescent immunizations;
  - b. hereditary and metabolic newborn screening and follow-up;
  - c. screening tests for tuberculosis, anemia, lead toxicity, hearing, and vision;
  - d. obesity evaluation and management; and
  - e. developmental screening.

### Screenings

1. Abdominal aortic aneurysm screening
2. Anxiety screening for adults 64 years or younger, including those who are pregnant or postpartum.
3. Asymptomatic bacteriuria screening
4. Breast cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society, including coverage for digital tomosynthesis. Coverage for Diagnostic Breast Examination and Supplemental Breast Examination. Diagnostic Breast Examination means a Medically Necessary and appropriate examination of the breast that is used to evaluate an abnormality that is: (1) seen or suspected from a prior screening examination for breast cancer; or (2) detected by another means of prior examination. Diagnostic Breast Examination includes an examination using diagnostic mammography, breast Magnetic Resonance Imaging (MRI) or breast ultrasound. Supplemental Breast Examination means a Medically Necessary examination of the breast that is used to screen for breast cancer when: (1) there is no abnormality seen or suspected from a prior examination; and (2) there is a personal or family medical history or additional factors that may increase a Member's risk of breast cancer. Supplemental Breast Examination includes an examination using breast MRI, image-guided breast biopsy, or breast ultrasound.
5. Behavioral/Social/Emotional Screening for children newborn to twenty-one (21) years
6. Cervical cancer and dysplasia screening including HPV screening,
7. Colorectal cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society. Colonoscopies after a positive non-invasive stool-based screening test or direct visualization screening test. This includes anesthesia required for colonoscopies, pathology for biopsies resulting from a screening colonoscopy, over-the-counter prescription drugs necessary to prepare the bowel for the procedure, and a specialist consultation visit prior to the procedure.
8. Depression screening including suicide risk as an element of universal depression screening for children ages twelve to twenty-one (12-21)
9. Diabetes screening for non-pregnant women with a history of gestational diabetes who have not previously been diagnosed with type 2 diabetes mellitus
10. Gestational and postpartum diabetes screening
11. Hepatitis B and Hepatitis C virus infection screening
12. Hematocrit or Hemoglobin screening in children
13. Hypertension (High blood pressure) screening
14. Lead Screening
15. Lipid disorders screening
16. Lung cancer screening with low-dose computed tomography including a counseling visit to discuss the screening. Coverage for recommended follow-up diagnostic imaging to assist in the diagnosis of lung cancer for Members for which lung cancer screening or follow-up diagnostic imaging is recommended by the U.S. Preventive Services



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Task Force, including diagnostic ultrasound, magnetic resonance imaging, computed tomography, and image-guided biopsy.

17. Newborn congenital hypothyroidism screening
18. Newborn hearing loss screening (as referenced in Child Wellness Services)
19. Newborn metabolic/hemoglobin screening.
20. Newborn sickle cell disease screening
21. Newborn Phenylketonuria screening
22. Obesity screening and management
23. Osteoporosis screening
24. Pre-eclampsia screening with blood pressure measurements throughout pregnancy
25. Rh (D) incompatibility screening for pregnant women
26. Sexually transmitted infection screening such as chlamydia, human papillomavirus screening, gonorrhea, syphilis and HIV screening. Annual routine Chlamydia Screening Test for women who are under the age of 20 years if they are sexually active; and at least 20 years old if they have multiple risk factors; and men who have multiple risk factors. Human papillomavirus screening at the testing intervals outlined in the recommendations for cervical cytology screening developed by the American College of Obstetricians and Gynecologists.
27. Sudden cardiac arrest and sudden cardiac death risk assessment in children ages twelve to twenty-one (12-21)
28. Type 2 diabetes mellitus screening
29. Tuberculin (TB) Testing
30. Urinary incontinence screening in women
31. Visual impairment in children screening

### *Health Promotion*

1. Screening by asking questions about unhealthy drug use in adults age eighteen (18) years or older. Screening should be implemented when services for accurate diagnosis, effective treatment, and appropriate care can be offered or referred.
2. Unhealthy alcohol use and drug use assessment and behavioral counseling interventions in a primary care setting to reduce alcohol misuse.
3. Behavioral counseling interventions to promote healthy diet and physical activity for persons with cardiovascular disease.
4. Offer Intensive counseling and behavioral interventions to promote sustained weight loss for obese adults and children.
5. Counseling for midlife women with normal or overweight body mass index to maintain weight or limit weight gain to prevent obesity.
6. Offer pregnant persons effective behavioral counseling interventions aimed at promoting healthy weight gain and preventing excess gestational weight gain in pregnancy.
7. Tobacco use screening and tobacco-caused disease counseling and interventions, FDA approved tobacco cessation prescription or over-the-counter medications prescribed by a licensed health care professional authorized to prescribe drugs for women who are not pregnant and men.
8. Referral for testing for breast and ovarian cancer susceptibility, referral for genetic risk assessment and BRCA mutation testing.
9. Sexually transmitted infections counseling.
10. Discuss use of risk-reducing medications, such as tamoxifen, raloxifene, or aromatase inhibitors, with women who are at increased risk for breast cancer and at a low risk for adverse medication effects.
11. When prescribed by a licensed health care professional authorized to prescribe drugs:
  - a. Aspirin in the prevention of preeclampsia in pregnant women.

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- b. Oral fluoride supplementation at currently recommended doses to preschool children older than 6 months of age whose primary water source is deficient in fluoride.
  - c. Topical fluoride varnish treatments applied in a primary care setting by primary care Providers, within the scope of their licensure, for the prevention of dental caries in children
  - d. Folic acid supplementation for women planning or capable of pregnancy for the prevention of neural tube defects
12. Interventions to promote breastfeeding. The following additional services are covered: breastfeeding support and counseling by a Provider acting within the scope of his or her license or certified under applicable state law during pregnancy and/or in the post-partum period; breast milk storage supplies: any equipment and supplies as clinically indicated to support women and babies with breast feeding difficulties; and the purchase of a breast pump. A manual breast pump is one that does not require a power source to operate. In lieu of purchase of a manual breast pump, rental of a hospital-grade electric breast pump, including any equipment that is required for pump functionality, is covered when Medically Necessary and prescribed by a physician. KPIC may decide to purchase the hospital-grade electric breast pump if purchase would be less expensive than rental or rental equipment is not available.
  13. All prescribed FDA-approved contraceptive methods for women with reproductive capacity, including but not limited to drugs, cervical caps, vaginal rings, continuous extended oral contraceptives, and patches. This includes all FDA-approved cleared or granted contraceptive products that are determined by an individual's medical Provider to be medically appropriate. Also included are contraceptives which require medical administration in Your doctor's office, implanted devices and professional services to implant them, female sterilization procedures, follow-up and management of side effects; counseling for continued adherence, device removal and patient education and counseling items and services that are integral to the furnishing of a recommended preventive service such as a pregnancy test needed before provision of certain contraceptives is included in contraceptive coverage. Coverage without a prescription for all contraceptive drugs approved by the U.S. Food and Drug Administration and available by prescription and over the counter. A non-preferred contraceptive or drug will be covered at the preferred Cost Share level when Your physician determines a generic or preferred contraceptive drug or device is not medically appropriate.
  14. Screening, counseling, and other interventions such as education, harm-reduction strategies, and referral to appropriate supportive services for interpersonal and domestic violence.
  15. Physical therapy to prevent falls in community-dwelling adults who are at increased risk for falls. Community dwelling adults means those adults not living in assisted living, nursing homes or other institutions.
  16. Low-to-moderate dose statins for adults without a history of cardiovascular disease (CVD) who meet the USPSTF criteria.
  17. Counseling intervention for pregnant and postpartum persons who are at increased risk of perinatal depression.

### *Disease Prevention*

1. Immunizations as recommended by the Centers for Disease Control and HRSA. This includes all visits for, and costs of, childhood and adolescent immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention.
2. Prophylactic gonorrhea medication for newborns to protect against gonococcal ophthalmia neonatorum.
3. Low to moderate dose statin drugs for the prevention of cardiovascular disease events and mortality when all the following criteria are met: 1) individuals are aged 40-75 years; 2) they have 1 or more cardiovascular risk factors; and 3) they have a calculated 10-year risk of a cardiovascular event of 10% or greater.
4. Pre exposure prophylaxis (PrEP) effective antiretroviral therapy to persons who are at high risk of HIV acquisition as well as the following baseline and monitoring services:
  - a. HIV testing - to confirm the absence of HIV infection before PrEP is started and testing for HIV every three (3) months while PrEP is being taken.

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- b. Hepatitis B testing before PrEP is started.
- c. Hepatitis C testing before PrEP is started and periodically during treatment according to CDC guidelines.
- d. Creatinine testing and calculated estimated creatine clearance (eCrCl) or glomerular filtration rate (eGFR) is covered as follows:
  - i) eCrCl or eGFR testing before starting PrEP to assess kidney function.
  - ii) Creatinine and eCrCl or eGFR testing periodically consistent with CDC guidelines during treatment.
- e. Pregnancy testing for persons of childbearing potential before PrEP is started and periodically during treatment consistent with CDC guidelines.
- f. Sexually transmitted infection screening and counseling before PrEP is started and periodically during treatment consistent with CDC guidelines.
- g. Adherence counseling for assessment of behavior consistent with CDC guidelines.

### Exclusions for Preventive Care

The following services are not covered as Preventive Care:

- Personal and convenience supplies associated with breast-feeding equipment such as pads, bottles, and carrier cases unless clinically indicated.
- Upgrades of breast-feeding equipment, unless determined to be Medically Necessary and prescribed by Your physician

Preventive services may change upon Policy renewal according to federal guidelines in effect as of January 1 of each year in the Policy Year in which this Group Policy renews. You will be notified at least sixty (60) days in advance, if any item or service is removed from the list of covered services.

For a complete list of current preventive services required under the Patient Protection Affordable Care Act for which Cost Share does not apply, please call: 1-888-225-7202 (Toll Free 711).

You may also visit: <https://www.healthcare.gov/coverage/preventive-care-benefits/>. Please note, however, for recommendations that have been in effect for less than one (1) year, KPIC will have one (1) year from the effective date to comply.

**Note:** The following services are not Covered Services under this Preventive Exams and Services benefit but are Covered Services elsewhere in the **GENERAL BENEFITS** section:

- Lab, Imaging and other ancillary services associated with prenatal care not inclusive to routine prenatal care
- Non-routine prenatal care visits
- Non-preventive services performed in conjunction with a sterilization
- Lab, Imaging and other ancillary services associated with sterilizations
- Treatment for complications that arise after a sterilization procedure

### Other Preventive Care

This Benefit section contains preventive care not required by the Patient Protection and Affordable Care Act. These preventive care services are not subject to the Medical Necessity requirement but may be subject to the Deductibles, Copayments, and Coinsurances set forth in the Schedule of Coverage. In the event of a duplication of benefits, duplicate benefits will not be paid but the higher of the applicable benefits will apply. Please refer to the Schedule of Coverage to see how the following Preventive benefits are covered under the Policy:

1. Adult routine physical examinations. Covered Services at each examination are limited to: a) examination; and b) history. Any X-rays or laboratory tests ordered in connection with the examination will be subject to your plan's Deductibles, Copayments, and/or Coinsurance requirements as set forth in the Schedule of Coverage.
2. Double contrast barium enema as an alternative to colonoscopy
3. Iron supplementation for children from 6 months to 12 months of age.

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4. The following services and items are covered as preventive care only when prescribed to treat an individual diagnosed with the associated chronic condition as described below, and only when prescribed for the purpose of preventing the chronic condition from becoming worse or preventing the development of a secondary condition:
  - a. Hemoglobin A1C testing for individuals diagnosed with diabetes.
  - b. Retinopathy Screening for individuals diagnosed with diabetes.
  - c. Low Density Lipo Protein testing for individuals diagnosed with heart disease.
  - d. International Normalized Ratio (INR) testing for individuals diagnosed with liver disease or bleeding disorders
5. Family planning limited to:
  - a. The charge of a Physician for consultation concerning the family planning alternatives available to a male Covered Person, including any related diagnostic tests;
  - b. Males sterilization;
  - c. Services and supplies for diagnosis and treatment of involuntary infertility for females and males unless otherwise excluded, and;
  - d. Abortion care services as permitted under Maryland state law.

Note: We also cover abortion care services as permitted under Maryland state law (1) if the fetus is believed to have an incapacitating chromosomal, metabolic or anatomic defect or deformity that has been certified by a Plan Provider; or (2) when the life of the mother is endangered by a physical disorder, physical illness, or physical injury, including a life-endangering physical condition caused by or arising from the Complications of Pregnancy itself; or (3) when the pregnancy is the result of an alleged act of rape or incest.

Benefits payable for diagnostic procedures will be covered on the same basis as a Sickness. Additional family planning benefits under PPACA are listed under Preventive Services.

Family planning charges do not include any charges for the following:

- a. The cost of donor semen and donor eggs, including retrieval of eggs;
  - b. Storage and freezing of eggs and/or sperm;
  - c. Services to reverse voluntary surgically induced infertility;
  - d. Services related to conception by artificial means, including, but not limited to, gamete intrafallopian tube transfer; ovum transplants; zygote intrafallopian transfer, and prescription drugs related to such services.
  - e. Artificial insemination;
  - f. Other assistive reproductive technologies;
  - g. Diagnostic procedures;
  - h. Treatment or any infertility diagnosis services.
6. Iron deficiency anemia screening for pregnant women.
  7. Diagnostic examination which shall include a digital rectal exam and a blood test called the prostate-specific antigen (PSA) test:
    - a. For men who are between forty and seventy-five (40 and 75) years of age;
    - b. When used for the purpose of guiding patient management in monitoring the response to prostate cancer treatment;
    - c. When used for staging in determining the need for a bone scan in patients with prostate cancer; or
    - d. When used for male patients who are at high risk for prostate cancer.

Prostate cancer screening is not subject to in-network or out-of-network cost-sharing. This coverage does not cover the surgical and other procedures known as radical prostatectomy, external beam radiation therapy, radiation seed implants, or combined hormonal therapy.

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8. Venipuncture for ACA preventive lab screenings. If a venipuncture is for the purpose of drawing blood for both ACA preventive and Non-ACA preventive labs, a cost share may apply.
9. Behavioral counseling interventions to promote a healthy diet and physical activity for cardiovascular disease (CVD) prevention in adults with CVD risk factors and type 2 diabetes mellitus.
10. Aspirin when prescribed by a licensed health care professional authorized to prescribe for the prevention of cardiovascular disease and colorectal cancer screening.

### Continuity of Care When Transitioning Carriers

At the request of a new Covered Person, the Covered Person's parent, guardian, designee or health care provider, KPIC will:

1. Accept a preauthorization issued by the Covered Person's prior carrier, managed care organization or third-party administrator; and
2. Allow a new Covered Person to continue to receive health care Services being rendered by a non-participating provider at the time of the Covered Person's enrollment under the Group Policy; and.
3. Pay the nonparticipating provider the rate and method of payment KPIC normally would pay and use for participating providers who provide similar services in the same or similar geographic area.

The Covered Person shall receive coverage for the following time periods:

1. The lesser of the course of treatment or ninety (90) days;
2. The duration of the three (3) trimesters of a pregnancy from the initial prepartum visit.

At the end of the applicable time period listed above, KPIC may require the Covered Person to participate in its Medical Review Program in order to determine the need for continued treatment and to authorize continued Services.

KPIC will accept a preauthorization for the procedure, treatments, medications or other services covered under the Group Policy.

After receiving the consent of the Covered Person, or the Covered Person's parent, guardian or designee, KPIC may request a copy of the preauthorization by following all the laws for confidentiality of medical records. The prior carrier, managed care organization or third-party administrator must provide a copy of the preauthorization within ten (10) days following receipt of Our request.

KPIC will allow a new Covered Person to continue to receive health care services being rendered by nonparticipating providers for the following conditions:

- a) Acute conditions;
- b) Serious chronic conditions;
- c) Pregnancy;
- d) Mental health conditions and substance use disorders; and
- e) Any other condition which the nonparticipating provider and KPIC reach agreement

Examples of acute and serious chronic conditions may include: 1. Bone fractures; 2. Joint replacements; 3. Heart attack; 4. Cancer; 5. HIV/AIDS; and 6. Organ transplants.

## GENERAL BENEFITS

### Extension of Benefits

Covered Services under the Group Policy will be extended for the condition causing the Total Disability of a Covered Person when:

1. The Covered Person is Totally Disabled when the Group Policy terminates.

The extended benefits will be paid only for treatment of the Injury or Sickness that causes the Total Disability. The extension will start on the day that follows the last day for which premiums are paid for the insurance of the Covered Person. It will end on the earlier of the following dates:

1. The date on which the Total Disability ends; or
2. Twelve (12) months after the date coverage under the Group Policy terminates.

A Covered Person other than a Dependent minor is totally disabled when the inability of the Insured Employee or Dependent Adult, due solely to Sickness or Injury, is unable to perform with reasonable continuity the substantial and material duties of regular and customary work. The Covered Person must not, in fact, be working for pay or profit.

If a Covered Person has ordered glasses or contact lenses before the date coverage terminates, benefits will be provided in accordance with the Group Policy in effect at the time the Covered Person's coverage terminates, for the glasses or contact lenses if the Covered Person receives the glasses or contact lenses within thirty (30) days after the date of the order.

In accordance with the Group Policy in effect at the time the Covered Person's coverage terminates, benefits will be provided for a course of Accidental Dental treatment for at least ninety (90) days after the date coverage terminates if the treatment:

- i. Begins before the date coverage terminates; and
- ii. Requires two or more visits on separate dates to a dentist's office.
- iii. Such dental care would otherwise have been covered under the Group Policy.

A Covered Person other than a Dependent minor is totally disabled when the inability of the Insured Employee or Dependent Adult, due solely to Sickness or Injury, is unable to perform with reasonable continuity the substantial and material duties of regular and customary work. The Covered Person must not, in fact, be working for pay or profit.

A Covered Person, who is a Dependent minor, is totally disabled when the inability, due solely to Sickness or Injury, makes the person unable to engage in the normal activities of a person of the same sex and age.

The extension of benefits provided by this provision will not be subject to premium charge.

The "Extension of Benefits" section listed above does not apply to the following:

1. Failure to pay Premium by the Covered Person;
2. Covered Person whose coverage ends because of fraud or material misrepresentation by the Covered Person;
3. When coverage is provided by another health plan and that health plan's coverage:
  - a. is provided at a cost to the Covered Person that is less than or equal to the cost to the Covered Person of the extended benefit available under this Group Policy and
  - b. will not result in an interruption of benefits.

### Benefits for Inpatient Maternity Care

Hospital Confinements in connection with childbirth for the mother or newborn child will not be limited to less than forty-eight (48) hours following uncomplicated vaginal delivery and not less than ninety-six (96) hours following an

## GENERAL BENEFITS

uncomplicated Caesarean section, unless, after consultation with the mother, the attending provider discharges the mother or newborn earlier.

A stay longer than the above may be allowed provided the attending provider obtains authorization for an extended Confinement through KPIC's Medical Review Program.

### Emergency Services

Emergency Services are covered twenty-four (24) hours per day, seven (7) days per week, anywhere in the world. If You have an Emergency Medical Condition, call 911 (where available) or go to the nearest hospital emergency department or Independent Freestanding Emergency Department. When You have an Emergency Medical Condition, We cover Emergency Services that You receive from Participating Providers or Non-Participating Providers anywhere in the world, as long as the Services would be covered under the **GENERAL BENEFITS** section of the Group Policy (subject to the **GENERAL LIMITATIONS AND EXCLUSIONS** section of the Group Policy) if You had received them from Participating Providers. Emergency Services are covered:

1. Without the need for any prior authorization determination, even if the Emergency Services are provided on an out-of-network basis;
2. Without regard to whether the health care provider furnishing the Emergency Services is a Participating Provider or a Participating Emergency Facility, as applicable, with respect to the services;
3. If the Emergency Services are provided by a Non-Participating Provider or Non-Participating Emergency Facility, without imposing any administrative requirement or limitation on coverage that is more restrictive than the requirements or limitations that apply to Emergency Services received from Participating Providers;
4. Without limiting what constitutes an Emergency Medical Condition solely on the basis of diagnosis codes; and
5. Without regard to any other term or condition of the coverage, other than:
  - a. Applicable Cost-sharing; and
  - b. For Emergency Services provided for a condition that is not an Emergency Medical Condition, the exclusion or coordination of benefits.

### Cost-sharing Requirements, Payment, and Balance Billing Protections for Emergency Services

1. The Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement for Emergency Services provided by a Non-Participating Provider or Non-Participating Emergency Facility is the same as the Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement listed under the Group Policy for Emergency Services provided by a Participating Provider or Participating Emergency Facility;
2. Any Cost-sharing payments made with respect to Emergency Services provided by a Non-Participating Provider or a Non-Participating Emergency Facility will be counted toward any applicable in-network Deductible and in-network Out-of-Pocket Maximum;
3. If Emergency Services are provided by a Non-Participating Provider or Non-Participating Emergency Facility, any Cost-sharing requirement will be calculated based on the Recognized Amount;
4. If Emergency Services are provided by a Non-Participating Provider or Non-Participating Emergency Facility, We will make payment for the covered Emergency Services directly to the Non-Participating Provider or Non-Participating Emergency Facility. The payment amount will be equal to the amount by which the out-of-network rate exceeds the Cost-sharing amount for the services; and
5. For emergency services furnished by Non-Participating Providers or Non-Participating Emergency Facilities, the member will not be liable for an amount that exceeds the member's Cost-sharing requirement.

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### **Cost-sharing Requirements, Payment, and Balance Billing Protections for Non-Emergency Services Performed by Non-Participating Providers at Participating Facilities, Including Ancillary Services for Unforeseen Urgent Medical Needs**

The Group Policy covers items and services furnished by a Non-Participating Provider with respect to a covered visit at a Participating Facility in the following manner, except when the Non-Participating Provider has satisfied the notice and consent criteria of 45 C.F.R. § 149.420 (c) through (i):

1. The Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement for such items and services furnished by a Non-Participating Provider with respect to a visit in a Participating Facility is the same as the Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement listed under the Group Policy for the items and services when provided by a Participating Provider;
2. Any Cost-sharing requirement for the items and services will be calculated based on the Recognized Amount;
3. Any Cost-sharing payments made with respect to the items and services will be counted toward any applicable in-network Deductible and in-network Out-of-Pocket Maximum;
4. We will make payment for the items and services directly to the Non-Participating Provider. The payment amount will be equal to the amount by which the out-of-network rate exceeds the Cost-sharing amount for the items and services; and
5. For charges for such items or services that exceed Our payment, the member will not be liable for an amount that exceeds the member's cost-sharing requirement.

Provisions 1 – 5 above are not applicable when the Non-Participating Provider has satisfied the notice and consent criteria of 45 C.F.R. § 149.420 (c) through (i), including providing notice to the member of the estimated charges for the items and services and that the provider is a Non-Participating Provider, and obtaining consent from the member to be treated and balance billed by the Non-Participating Provider. The notice and consent criteria of 45 C.F.R. § 149.420 (c) through (i) do not apply to Non-Participating Providers with respect to:

1. Covered Services rendered by an on-call physician or a hospital based physician who has obtained an assignment of benefits from the enrollee;
2. Ancillary Services; and
3. Items or services furnished as a result of unforeseen, urgent medical needs that arise at the time an item or service is furnished, regardless of whether the Non-Participating Provider satisfied the notice and consent criteria.

and such items and services furnished by Non-Participating Providers will always be subject to the above five provisions.

### **Cost-sharing Requirements, Payment, and Balance Billing Protections for Non-Participating Providers of Air Ambulance Services**

When services are received from a Non-Participating Provider of air ambulance services:

1. The Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement for the air ambulance service is the same as the Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement listed under the Group Policy for air ambulance services when provided by a Participating Provider of ambulance services;
2. Any Cost-sharing requirement will be calculated based on the lesser of the Qualifying Payment Amount or the billed amount for the services;
3. Any Cost-sharing payments made with respect to the air ambulance service will be counted toward any applicable in-network Deductible and in-network Out-of-Pocket Maximum;
4. We will make payment for the air ambulance services directly to the Non-Participating Provider of ambulance services. The payment amount will be equal to the amount by which the out-of-network rate exceeds the Cost-sharing amount for air ambulance services; and
5. The member will not be liable for an amount that exceeds the member's Cost-sharing requirement.



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### **Cost-sharing and Balance Billing Protections for Services Provided Based on Reliance on Incorrect Provider Network Information**

If a Covered Person is furnished, by a Non-Participating Provider, an item or service that would otherwise be covered if provided by a Participating Provider, and the Covered Person relied on a database, provider directory, or information regarding the provider's network status provided by us through a telephone call or electronic, web-based, or Internet-based means which incorrectly indicated that the provider was a Participating Provider for the furnishing of such item or service, then the following apply:

1. The Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement for such item or service furnished by a Non-Participating Provider is the same as the Co-payment amount, Coinsurance percentage, and/or other Cost-sharing requirement listed in the Group Policy for the item or service when provided by a Participating Provider; and
2. Any Cost-sharing payments made with respect to the item or service will be counted toward any applicable in-network Deductible and in-network Out-of-Pocket Maximum.
3. The member will not be liable for an amount that exceeds the Cost-sharing that would have applied to the member if the provider was a Participating Provider.

### **Continuity of Care**

A Continuing Care Patient receiving care from a Participating Provider may elect to continue to receive transitional care from such provider if the provider's Participating Provider Group Policy is terminated or non-renewed for reasons other than for failure to meet applicable quality standards or for fraud. If the Group Policy terminates resulting in a loss of benefits with respect to such provider or facility, We will notify each Member who is a Continuing Care Patient at the time of termination or non-renewal on a timely basis of such termination and the Member's right to elect transitional care.

When elected, benefits will be provided under the same terms and conditions as would have applied with respect to items and services that would have been covered had termination not occurred, with respect to the course of treatment provided by such provider or facility, according to the Member's status as a Continuing Care Patient. Benefits will be provided during the period beginning on the date We will notify the Continuing Care Patient of the termination and ending on the earlier of: (i) ninety (90) days after the date of such notice; or (ii) the date on which such Member is no longer a Continuing Care Patient with respect to such provider or facility.

The Member will not be liable for an amount that exceeds the cost-sharing that would have applied to the Member had the termination not occurred.

## GENERAL LIMITATIONS AND EXCLUSIONS

Unless specifically stated otherwise in the Group Policy or elsewhere in this Certificate or in the Schedule of Coverage, no payment will be made under any benefit of the plan for Expenses Incurred in connection with the following:

1. Charges for services approved by or reimbursed by Health Plan.
2. Charges in excess of the Maximum Allowable Charge.
3. Charges for non-Emergency Services in an Emergency Department or Independent Freestanding Emergency Department to the extent that they exceed charges that would have been incurred for the same treatment in a non-Emergency Care setting. Final determination as to whether services were rendered in connection with an emergency will rest solely with KPIC.
4. Except for Emergency Services, weekend admission charges for Hospital services. This exclusion applies only to such admission charges for Friday through Sunday, inclusive.
5. Covered Services including but not limited to confinement, treatment, services, or supplies that are not Medically Necessary. This exclusion does not apply to preventive, prosthesis and its components that satisfy requirements of medical necessity, or other Covered Services specifically covered under the Group Policy.
6. Confinement, treatment, services, or supplies received outside the United States, if such confinement, treatment, services, or supplies are of the type and nature that are not available in the United States.
7. Covered Services other than Emergency Services outside the United States.
8. Injury or Sickness for which benefits are payable under any state or federal workers' compensation, employer's liability, or occupational disease or similar law.
9. Injury or Sickness for which the law requires the Covered Person to maintain alternative insurance, bonding, or third-party coverage.
10. Injury or Sickness arising out of, or in the course of, past or current work for pay, profit, or gain, unless workers' compensation or benefits under similar law are not required or available.
11. Services for military-service related conditions, regardless of service in any country or international organization.
12. Treatment, services, or supplies provided by the Covered Person; his or her spouse; a child, sibling, or parent of the Covered Person or of the Covered Person's spouse; or a person who resides in the Covered Person's home.
13. Covered Services including but not limited to confinement, treatment, services, or supplies received where care is provided at government expense. This exclusion does not apply if: a) there is a legal obligation for the Covered Person to pay for such treatment or service in the absence of coverage; or b) payment is required by law
14. Dental care and dental x-rays; dental appliances; orthodontia; and dental services resulting from medical treatment, or medical condition, including surgery on the jawbone and radiation treatment. This exclusion includes, but is not limited to: services to correct malocclusion; extraction of wisdom teeth (third molars); injury to teeth resulting from chewing; Dental appliances; dental implants; orthodontics; dental services associated with medical treatment. This exclusion does not include:
  - a. Visits for repairs or treatment of cleft lip, cleft palate or both;
  - b. Visits for repairs or treatment of accidental injury to sound natural teeth when performed or rendered within twelve (12) months following the accident;
  - c. General anesthesia for dental procedures when members meet the criteria stated in the **GENERAL BENEFITS** Section of this Certificate;
  - d. Surgery to correct temporomandibular joint (TMJ) pain dysfunction syndrome; or
  - e. Removable appliances for TMJ repositioning.
15. Cosmetic services, plastic surgery, or other services that: a) are indicated primarily to change the Covered Person's appearance; and b) will not result in significant improvement in physical function. This exclusion does not apply to services that: a) will correct significant disfigurement resulting from a non-congenital Injury or

## GENERAL LIMITATIONS AND EXCLUSIONS

- Medically Necessary surgery; or b) are incidental to a covered mastectomy; or c) are necessary for treatment of a form of congenital hemangioma known as port wine stains; or d) are needed to treat cleft lip, cleft palate, or both.
16. Non-prescription drugs or medicines; vitamins, nutrients, and food supplements, even if prescribed or administered by a Physician, except as listed under Preventive Care in the **GENERAL BENEFITS** section or over-the-counter contraceptives as set forth under the Drugs Covered provision in the Outpatient Prescription Drugs section.
  17. Any treatment, procedure, drug or equipment, or device which KPIC determines to be experimental or investigational. This means that one of the following is applicable:
    - a. The service is not recognized in accord with generally accepted medical standards as safe and effective for treating the condition in question, whether or not the service is authorized by law or use in testing or other studies on human patients; or
    - b. The service requires approval by any governmental authority prior to use and such approval has not been granted when the service is to be rendered. This exclusion will not apply to clinical trials as a result of: (1) Treatment provided for a life-threatening condition; or (2) Prevention, early detection, and treatment studies on cancer.
  18. Special education and related counseling or therapy; or care for learning deficiencies or behavioral problems. This applies whether or not the services are associated with manifest Mental Illness or other disturbances.
  19. Confinement, treatment, services, or supplies that are required: a) only by a court of law except when Medically Necessary and otherwise covered under the plan; or b) only for insurance, travel, employment, school, camp, government licensing, or similar purposes.
  20. Personal comfort items such as telephone, radio, television, or grooming services.
  21. Custodial care. Custodial care is: a) assistance with activities of daily living which include, but are not limited to, activities such as walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking drugs; or b) care that can be performed safely and effectively by persons who, in order to provide the care, do not require licensure or certification or the presence of a supervising licensed nurse. This does not exclude custodial nursing care of individuals who have Alzheimer's disease.
  22. Care in an intermediate care facility. This is a level of care for which a Physician determines the facilities and services of a Hospital or a Skilled Nursing Facility are not Medically Necessary.
  23. Routine foot care except, as set forth under the Covered Services in the GENERAL BENEFITS section of this Certificate.
  24. Confinement, treatment, services or supplies that are not Medically Necessary. This exclusion does not apply to preventive, prosthesis and its components that satisfy requirements of medical necessity or other health care services specifically covered under the plan.
  25. Services of a private duty nurse in a Hospital, Skilled Nursing Facility, or other licensed medical facility, or in the Covered Person's home unless determined by the Physician to be Medically Necessary.
  26. Medical social services, except those services related to discharge planning in connection with: a) a covered Hospital Confinement; b) covered Home Health Care Services; or c) covered Hospice Care.
  27. Living expenses or transportation, except as provided under Covered Services.
  28. Reversal of sterilization.
  29. Services provided in the home other than Covered Services provided through a Home Health Agency.
  30. Maintenance therapy for rehabilitation.
  31. The following Home Health Care Services:
    - a. meals,
    - b. personal comfort items,

## GENERAL LIMITATIONS AND EXCLUSIONS

- c. housekeeping services.
32. Biotechnology drugs and diagnostic agents. The following biotechnology drugs are excepted from this exclusion: Human insulin, vaccines, biotechnology drugs administered for the treatment or diagnosis of cancer, and Dornase for the treatment of cystic fibrosis, human growth hormones prescribed or administered for the treatment of documented human growth hormone deficiency such as Turner's Syndrome.
  33. Any drug, procedure, or treatment for sexual dysfunction regardless of cause, including but not limited to Inhibited Sexual Desire, Female Sexual Arousal Disorder, Female Orgasmic Disorder, Vaginismus, Male Arousal Disorder, Erectile Dysfunction, and Premature Ejaculation.
  34. Musculoskeletal therapy involving manual manipulation of the spine to correct subluxation demonstrable by x-ray.
  35. Biofeedback or hypnotherapy.
  36. Hearing test, hearing therapy or hearing aids not prescribed by an audiologist. The following are also excluded:
    - a. Replacement part and batteries;
    - b. Replacement of lost or broken hearing aids;
    - c. Comfort, convenience or luxury equipment or features; and
    - d. Internally implanted hearing aids.

This exclusion will not apply to Expenses Incurred subject to the limited benefit for hearing aids for a minor child and adults as set forth in the **GENERAL BENEFITS** section of this Certificate.
  37. Radial keratotomy or any other surgical procedure to treat refractive error of the eye.
  38. Services for which no charge is normally made in the absence of insurance, does not apply to Medicaid.
  39. Rehabilitation services while confined in a Hospital or any other licensed medical facility. Rehabilitation services are limited to those provided in an organized, multidisciplinary rehabilitation program including those provided in a Comprehensive Rehabilitation Facility. It must be rendered for a condition that the attending Physician determines is subject to significant improvement within two months and may not be maintenance therapy.
  40. Transplant services in connection with an organ or tissue transplant procedure, including charges incurred by a donor or prospective donor who is not insured under the plan will be paid as though they were incurred by the insured provided that the services are directly related to the transplant. Charges incurred, or in connection with, non-human and artificial organs and their implantation, are not covered under the transplant benefit.
  41. Acupuncture.
  42. Treatment for infertility, except in vitro fertilization as set forth under the Covered Services, or as otherwise set forth in the Schedule of Coverage.
  43. Treatment of craniomandibular, myofascial pain and temporal mandibular joint disorders. Coverage is limited to Medically Necessary surgical treatment only.
  44. Any claim, bill, or other demand or request for payment for health care services that was provided as a result of a prohibited referral as determined by the appropriate regulatory board.
  45. Cardiac Rehabilitation, except as a limited benefit as set forth in the Schedule of Coverage for Covered Persons with: a) history of acute myocardial infarction; b) surgery for coronary artery bypass; c) percutaneous therapeutic coronary artery intervention; d) heart or heart/lung transplant; or e) repair or replacement of a heart valve.
  46. Drugs solely used for weight loss – All prescription drugs to treat obesity or weight loss, including drugs prescribed for off label use relating to weight loss.

## OPTIONAL OUTPATIENT PRESCRIPTION DRUG BENEFITS, LIMITATIONS, AND EXCLUSIONS

Prescribed drugs, medicines, and supplies purchased on an outpatient basis are covered provided they: a) can be lawfully obtained only with the written prescription of a Physician or dentist; except over-the-counter contraceptives devices for women when prescribed by a Physician, b) are purchased by Covered Persons on an outpatient basis; c) are covered under the Group Plan; d) do not exceed the maximum daily supply shown in the Schedule of Coverage, except that in no case may the supply be larger than that normally prescribed by a Physician or dentist; and e) do not exceed the standard manufacturer's package size, unless a maintenance drug. The part of a charge that exceeds this limit will not be considered a Covered Charge. Kaiser Permanente Insurance Company uses an open formulary. A copy of the Drug Formulary may be obtained from the following website:

[https://healthy.kaiserpermanente.org/static/health/pdfs/formulary/mid/mid\\_flexchoice.pdf](https://healthy.kaiserpermanente.org/static/health/pdfs/formulary/mid/mid_flexchoice.pdf)

### Outpatient Drugs Covered

Charges for the items listed below are also considered Covered Charges. Except as specifically stated below or on Your Schedule of Coverage, such Covered Charges are subject to the Outpatient Prescription Drug Percentage Payable.

1. Prescription drugs listed as Generic Drugs;
2. Prescription drugs listed as Preferred and Non-Preferred Brand Name Drugs. Non-Preferred Brand Name Drugs covered as Preferred Brand Name Drugs when there is no equivalent Preferred Brand Name Drugs or Non-Preferred Brand Name Drug is ineffective in treating the member's disease or condition or has caused, or likely to cause, an adverse reaction or other harm to the member.
3. Drugs and medicines for the purpose of cessation of the use of tobacco products including any drug that is not an over-the-counter product which is approved by the United States Food and Drug Administration (FDA) as an aid for the cessation of the use of tobacco products; and is obtained under a prescription written by an authorized prescriber. Coverage shall include two 90-day courses of nicotine replacement therapy during each Policy year;
4. Internally implanted time-release medications;
5. Any contraceptive drug or device that is approved by the FDA;
6. Over-the-counter contraceptives devices for women when prescribed by a Physician.
7. Contraceptives drugs for women approved by the FDA and available by prescription and over-the-counter when filled at a Participating Pharmacy.
8. Insulin and diabetic equipment and supplies:
9. The standard manufacturer's package size for insulin is one ten (10) milliliter vial.
10. Compounded dermatological preparations which must be prepared by a pharmacist in accord with a Physician's prescription;
11. Antacids;
12. Up to a 90-day supply of a maintenance drug in a single dispensing of the prescription;
13. Oral or nasal inhalers;
14. Spacer devices;
15. Migraine medications;
16. Ophthalmic, optic and topical medications;

## OUTPATIENT PRESCRIPTION DRUG BENEFITS, LIMITATIONS, AND EXCLUSIONS

17. Equipment and supplies used for the treatment of ostomies, including flanges, collection bags, clamps, irrigation devices, sanitizing products, ostomy rings, ostomy belts, and catheters used for drainage of urostomies.
18. At least two (2) brand name abuse-deterrent opioid analgesic drug products, each containing different analgesic ingredients, on the lowest cost tier for brand name prescription drugs on the Drug Formulary for prescription drug coverage; and if available, at least two (2) generic abuse-deterrent opioid analgesic drug products, each containing different analgesic ingredients, on the lowest cost tier for generic drugs on the Drug Formulary for prescription drug coverage.

### Outpatient Prescription Drugs Limitations and Exclusions

The following items are excluded from Outpatient Prescription Drug coverage in addition to any set forth in the General Limitations and Exclusions section of this Certificate:

1. All injectable drugs (except insulin and injectable contraceptives);
2. Administration of a drug or medicine;
3. Any drug or medicine administered as Necessary Services and Supplies (See the General Definitions section of this Certificate.);
4. Drugs not approved by the United States Food and Drug Administration (FDA);
5. Drugs and injectables for the treatment of sexual dysfunction disorders;
6. Drugs or injectables for the treatment of involuntary infertility. This exclusion will not apply to drugs administered during covered in-vitro fertilization;
7. Drugs and injectables for the treatment of cosmetic services;
8. Replacement of lost or damaged drugs and accessories;
9. Experimental Drugs and Medicines. This exclusion will not apply if such experimental or investigational drug, device, or procedure, as certified by the Physician, is the only procedure, drug, or device medically appropriate to the Covered Person's condition. In addition, this exclusion will not apply to routine patient care costs related to clinical trial if the Covered Person's treating Physician recommends participation in the clinical trial after determining that participation in such clinical trial has a meaningful potential to benefit the Covered Person. Additionally, this exclusion will not apply to off-label use of an FDA approved drug if the drug is recognized for treatment in any of the standard reference compendia or in the medical literature.
10. Internally Implanted time release drugs and medicines
11. Drugs associated with non-covered services;
12. Infant formulas, except for amino acid-based elemental formula and formulas and special food products to treat PKU as set forth as a limited benefit under the GENERAL BENEFITS section of this Certificate;
13. Human Growth Hormone (HGH), except for children with either Turner's syndrome or with classical growth hormone deficiency; and
14. Anorectic or any drug or injectable used for the purpose of weight loss or weight management unless prescribed in the treatment of morbid obesity.
15. Non-prescription drugs or medicines; vitamins, nutrients, and food supplements, even if prescribed or administered by a Physician, except as otherwise required by the ACA as described in "A" or "B" in the current recommendations of the United States Preventive Services Task Force.
16. Biotechnology drugs and diagnostic agents. The following biotechnology drugs are excepted from this exclusion: Human insulin, vaccines, biotechnology drugs administered for the treatment or diagnosis of cancer, and Dornase for the treatment of cystic fibrosis, human growth hormones prescribed, or administered for the treatment of documented human growth hormone deficiency such as Turner's Syndrome.
17. Any drug for sexual dysfunction regardless of cause, including but not limited to Inhibited Sexual Desire, Female Sexual Arousal Disorder, Female Orgasmic Disorder, Vaginismus, Male Arousal Disorder, Erectile Dysfunction and Premature Ejaculation.

## OUTPATIENT PRESCRIPTION DRUG BENEFITS, LIMITATIONS, AND EXCLUSIONS

18. Drugs solely used for weight loss – All prescription drugs to treat obesity or weight loss, including drugs prescribed for off label use relating to weight loss.

We will apply a prorated daily Cost Share amount for a partial supply of a prescription drug dispensed by a Participating Pharmacy if:

1. the prescriber or the pharmacist determines dispensing a partial supply of a prescription drug to be in the best interest of the member;
2. the prescription drug is anticipated to be required for more than 3 months;
3. the member requests or agrees to a partial supply for the purpose of synchronizing the dispensing of the member's prescription drugs;
4. the prescription drug is not a Schedule II controlled dangerous substance; and
5. the supply and dispensing of the prescription drug meets all prior authorization and utilization management requirements specific to the prescription drug at the time of the synchronized dispensing.

### **Direct Member Reimbursement**

If You purchased a covered medication without the use of Your identification card or at a Non-Participating Pharmacy and paid full price for Your prescription, You must request a direct member reimbursement.

To submit a claim for direct member reimbursement You may access the direct member reimbursement form via [www.MedImpact.com](http://www.MedImpact.com). For assistance You may call the MedImpact Customer Contact Center twenty-four (24) hours a day seven (7) days a week at 1- 800-788-2949 or email [customer.service@medimpact.com](mailto:customer.service@medimpact.com).

## OPTIONAL BENEFITS, LIMITATIONS, AND EXCLUSIONS

To determine if You are covered for the following optional benefits You must refer to the Schedule of Coverage. If the treatment or service is not listed as covered under Your Schedule of Coverage, then the treatment or service is excluded from coverage as provided under the General Exclusions and Limitations section of this certificate.

1. Chiropractic Services rendered by a Physician for chronic pain management or chronic illness management. Chiropractic Services shall be limited to musculoskeletal therapy involving manual manipulation of the spine to correct subluxation.

SAMPLE



## FEDERAL CONTINUATION OF COVERAGE PROVISIONS

This section describes the different continuation of coverage options available to You and Your Dependents.

### Federal Continuation of Health Insurance (COBRA)

This section only applies to Participating Employers who are subject to Public Law 99-271 (COBRA). You may be able to continue Your coverage under this policy for a limited time after You would otherwise lose eligibility, if required by the federal COBRA law. Please contact Your Employer Group if You want to know how to elect COBRA coverage or how much You will have to pay Your Employer Group for it.

### Continued Health Coverage under Uniformed Services Employment and Reemployment Rights Act (USERRA)

If You are called to active duty in the uniformed services, You may be able to continue Your coverage under this Policy for a limited time after You would otherwise lose eligibility, if required by the federal USERRA law. You must submit a USERRA election form to Your Employer within 60 days after Your call to active duty.

Please contact Your Employer to find out how to elect USERRA coverage and how much You must pay Your Employer.

## STATE CONTINUATION OF COVERAGE PROVISIONS

### Continuation Privilege

A Covered Person who has been covered under the Group Policy for at least 3 months, and whose coverage terminates for any reason other than the following:

1. becoming eligible for Medicare;
2. reaching an age limited by the Group Policy; or
3. failure of the insured person to pay a required premium or contribution;

may elect to continue coverage under the Group Policy for up to 6 months, subject to timely premium payments. Notice of Your continuation privileges shall be given to You by the Policyholder upon Your termination of coverage. If the Policyholder fails to notify You within 30 days of Your termination date, then You will have 90 days from such termination date to apply for continuation coverage.

### Surviving Spouse and Dependent Child Continuation:

As used in this provision, the terms listed below are defined as follows:

"Dependent child" means a child of the Insured Employee who: (i) was covered under the Group Policy as a qualified or eligible dependent of the Insured Employee immediately before the death of the Insured Employee; or (ii) was born to a Qualified Secondary Beneficiary after the death of the Insured Employee.

"Election Period" means the period that begins on the date of death of the Insured Employee and ends forty-five (45) days after that date.

"Insured Employee" means an employee of the Group Policyholder who is a resident of the State of Maryland and covered under the Group Policy current or predecessor group contract with the same employer for at least three (3) months before death.

"Qualified Secondary Beneficiary" means an individual who is: (i) a beneficiary under the Group Policy as the spouse of the Insured Employee for at least thirty (30) days immediately preceding the death of the Insured Employee; or (ii) a Dependent Child of the Insured Employee.

A Qualified Second Beneficiary is eligible to elect continuation coverage under the Group Policy within the Election Period. To elect continuation a Qualified Secondary Beneficiary or authorized representative must submit a signed election notification form to the Group Policyholder during the Election Period. Requests for election forms are to be directed to the Group Policyholder. If elected, such continuation coverage will begin on the date of the Insured Employee's death and end on the earliest of the following dates:

1. Eighteen (18) months after the date of death of the Insured Employee;
2. the date on which the Qualified Secondary Beneficiary fails to make timely payment of premium;
3. the date the Qualified Secondary Beneficiary becomes eligible for hospital, medical, or surgical benefits under another insured or self-funded group health benefit program or plan that is written on an expense-incurred basis or is with a health maintenance organization;
4. the date the Qualified Secondary Beneficiary becomes entitled to benefits under Medicare;
5. the date the Qualified Secondary Beneficiary accepts hospital, medical, or surgical coverage under any non-group plan or policy written on an expense-incurred basis or is with a health maintenance organization;
6. the date on which the Qualified Secondary Beneficiary elects to terminate coverage under the Group Policy;
7. the date the employer ceases to provide group benefits to his/her employees; or
8. for Dependent Children, the date the Qualified Secondary Beneficiary would no longer be covered under the Group Policy if the Insured Employee had not died.

## STATE CONTINUATION OF COVERAGE PROVISIONS

Continuation coverage for the Qualified Secondary Beneficiary will be subject to all changes, options and modifications that a Covered Person would otherwise be subject to, such as: transfer to another group contract; or plan changes or options for which a Covered Person would be subject to or otherwise eligible

Continuation coverage provided under this section will: (1) be provided without evidence of insurability or additional waiting periods; and (2) require the Qualified Secondary Beneficiary to pay the required premium payments to the Group Policyholder. If elected by the Qualified Secondary Beneficiary, the Group Policyholder must allow the premium required by item (2) above, to be paid in monthly installments.

### **Spouse and Dependent Child Continuation Upon Divorce:**

As used in this provision, the terms listed below are defined as follows:

"Change in Status" means the divorce of the Insured Employee and his/her spouse.

"Dependent Child" means a child of the Insured Employee who: (i) was covered under the Group Policy as a qualified or eligible dependent of the Insured Employee immediately before the Change in Status; or (ii) was born to a Qualified Secondary Beneficiary after the Change in Status.

"Insured Employee" means an employee of the Group Policyholder who is a resident of the State of Maryland and covered under the Group Policy.

"Qualified Secondary Beneficiary" means an individual who is: (i) a beneficiary under the Group Policy as the spouse of the Insured Employee for at least thirty (30) days immediately preceding the Change in Status; or (ii) a Dependent Child of the Insured Employee.

A Qualified Second Beneficiary is entitled to continuation coverage under the Group Policy after a Change in Status. Continuation coverage under this provision will begin on the date of the Change in Status and end on the earliest of the following dates:

1. the date the Qualified Secondary Beneficiary becomes eligible for hospital, medical, or surgical benefits under another insured or self-funded group health benefit program or plan that is written on an expense-incurred basis or is with a health maintenance organization;
2. the date the Qualified Secondary Beneficiary becomes entitled to benefits under Medicare;
3. the date the Qualified Secondary Beneficiary accepts hospital, medical, or surgical coverage under any non-group plan or policy written on an expense-incurred basis or is with a health maintenance organization;
4. the date on which the Qualified Secondary Beneficiary elects to terminate coverage under the Group Policy;
5. the date the employer ceases to provide group benefits to his/her employees;
6. for Dependent Children, the date the Qualified Secondary Beneficiary would no longer be covered under the Group Policy if there had not been a Change in Status; or
7. for an individual who is a Qualified Secondary Beneficiary by reason of having been the Insured Employee's spouse, the date on which the individual remarries.
8. the date the coverage under the Group Policy terminates with respect to the Insured Employee.
9. the premium due date on which the premium payable is not timely made.

In order to be eligible for the continuation coverage described in this section, the Insured Employee or divorced spouse of the Insured employee, must notify the Policyholder of the applicable Change in Status not later than:

1. Sixty (60) days after the applicable change in status if on the date of the applicable Change in Status the employee is covered under the Group Policy or under another group contract issued to the same employer replacing the Group Policy. The coverage will be retroactive to the applicable Change in Status.

## STATE CONTINUATION OF COVERAGE PROVISIONS

2. Thirty (30) days after the date the Insured Employee becomes eligible for coverage under a group contract issued to another employer, if the Insured Employee becomes covered under the new employer's group contract after the applicable Change in Status. The coverage will be retroactive to the date of eligibility.

Continuation coverage for the Qualified Secondary Beneficiary will be subject to all changes, options and modifications that a Covered Person would otherwise be subject to, such as: transfer to another group contract; or plan changes or options for which a Covered Person would be subject to or otherwise eligible.

Continuation coverage provided under this provision will: (1) be provided without evidence of insurability or additional waiting periods; and (2) require the Insured Employee to make arrangements with the Group Policyholder to pay the entire cost for the coverage for a Qualified Secondary Beneficiary.

### **Continuation of Coverage Upon Termination of Employment:**

As used in this provision, the terms listed below are defined as follows:

"Change in Status" means (i) involuntary termination of the Insured Employee's employment other than for cause; or (ii) voluntary termination of the Insured Employee's employment by the Insured Employee.

"Election Period" means the period that begins on the date of the Change in Status and ends forty-five (45) days after that date.

"Insured Employee" means an employee of the Group Policyholder who is a resident of the State of Maryland and covered under the Group Policy current or predecessor group contract with the same employer before the Change in Status.

An Insured Employee, or someone acting on his/her behalf is eligible to elect continuation coverage under the Group Policy after a Change in Status if done within the Election Period. If elected, continuation coverage under this provision will begin on the date of the Change in Status and end on the earliest of the following dates:

1. Eighteen (18) months after the date of the Change in Status;
2. the date on which the Insured Employee fails to make timely payment of premium;
3. the date the Insured Employee becomes eligible for hospital, medical, or surgical benefits under another insured or self-funded group health benefit program or plan that is written on an expense-incurred basis or is with a health maintenance organization;
4. the date the Insured Employee becomes entitled to benefits under Medicare;
5. the date the Insured Employee accepts hospital, medical, or surgical coverage under any non-group plan or policy written on an expense-incurred basis or is with a health maintenance organization;
6. the date on which the Insured Employee elects to terminate coverage under the Group Policy; or
7. the date the employer ceases to provide group benefits to his/her employees;

Continuation coverage provided under this provision will: (1) be provided without evidence of insurability or additional waiting periods; and (2) require the Insured Employee to pay the required premium payments to the Group Policyholder (If elected by the Insured Employee, the Group Policyholder must allow the premium to be paid in monthly installments); and (3) be available to the spouse and dependent children of the insured if: (a) the Group Policy provides benefits for spouses and dependent children; and (b) the Insured Employee's spouse and dependent children were covered under the Group Policy before the Change in Status.

Continuation coverage for the Insured Employee will be subject to all changes, options and modifications that another covered employee would be subject to, such as: transfer to another group contract; or plan changes or options for which a covered employee would be subject to or otherwise eligible.

## STATE CONTINUATION OF COVERAGE PROVISIONS

### **Addition of Dependents following Death of Spouse:**

The Insured Employee may elect to add his or her dependent children as eligible dependents under the Group Policy at any time and without evidence of insurability if: (1) the dependent children were previously covered under the spouse's policy; and (2) the Insured Employee's spouse has died. Such election must be made within six months following the death of the Insured Employee's dependent spouse. This provision will apply regardless of whether the dependent children are eligible for any continuation privileges under the spouse's policy.

SAMPLE

## COORDINATION OF BENEFITS

### Application

This Coordination of Benefits provision applies when the Covered Person has coverage under more than one Plan. Plan is defined below. If this provision applies, the benefit determination rules state the order in which each Plan will pay a claim for benefits.

The Plan that pays first is called the Primary plan. The Primary Plan must pay benefits in accordance with its policy terms without regard to the possibility that another Plan may cover some expenses. The Plan that pays after the Primary Plan is the Secondary Plan. The Secondary Plan may reduce the benefits it pays so that payments from all Plans does not exceed 100% of the total Allowable expense.

The benefits of this Plan:

1. will not be reduced when this Plan is primary;
2. may be reduced when another Plan is primary and This Plan is secondary. The benefits of This Plan are reduced so that they and the benefits payable under all other Plans do not total more than 100 percent (100%) of the Allowable Expenses during any Policy Year; and
3. will not exceed the benefits payable in the absence of other coverage.

### Order of Benefit Determination Rules

This Plan determines its order of benefits by using the first of the following that applies:

1. General: A Plan that does not coordinate with other Plans is always the primary Plan.
2. Non-dependent\Dependent: The benefits of the Plan which covers the person as a Covered Person, or subscriber (other than a Dependent) is the primary Plan. The Plan which covers the person as a Dependent is the secondary Plan.
3. Dependent Child Covered Under More than One Plan - Unless there is a court decree stating otherwise, plans covering a dependent child shall determine the order of benefits as follows:
  - a) Dependent Child--Parents who are married or are living together, whether or not they have ever been married: When This Plan and another Plan cover the same child as a Dependent of different parents, benefits for the child are determined as follows:
    - i) the Primary Plan is the Plan of the parent whose birthday (month and day) falls earlier in the year. The Secondary Plan is the Plan of the parent whose birthday falls later in the year.
    - ii) if both parents have the same birthday, the benefits of the Plan which covered the parent the longer time is the Primary Plan; the Plan, which covered the parent the shorter time, is the Secondary Plan.
  - b) Dependent Child: Separated or Divorced Parents: If two or more Plans cover a person as a Dependent child of divorced or separated parents, benefits for the child are determined as follows:
    - i) If a court decree states that one parent is responsible for the health care expenses of the child and the entity obligated to pay or provide the benefits of the Plan of that parent has actual knowledge of those terms, that Plan is the Primary Plan. If the parent with responsibility has no health care coverage for the dependent child's health care expenses, but that parent's spouse does, that parent's spouse's plan is the primary plan. This paragraph does not apply with respect to any Policy Year during which any benefits actually paid or provided before the entity has actual knowledge.
    - ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions under number 3.a) of this paragraph shall determine the order of benefits;

## COORDINATION OF BENEFITS

- iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions under number 3.a) of this paragraph shall determine the order of benefits.
  - iv) If there is no court decree allocating responsibility for the child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - a. The plan covering the custodial parent;
    - b. The plan covering the custodial parent's spouse;
    - c. The plan covering the non-custodial parent; and then
    - d. The plan covering the non-custodial parent's spouse.
4. Active/Inactive Service:
- a) The primary Plan is the Plan, which covers the person as a Covered Person who is neither laid off nor retired (or as that employee's Dependent). The secondary Plan is the Plan, which covers that person as a laid off or retired Covered Person (or as that Covered Person's Dependent).
  - b) If the other Plan does not have this rule, and if, as a result, the Plans do not agree on the order of benefits, this rule does not apply.
  - c) This rule does not apply if the rule in number 1 can determine the order of benefits.
5. COBRA or State Continuation Coverage:
- a) If a person whose coverage is provided pursuant to COBRA or under a right of continuation pursuant to state or other federal law is covered under another plan, the plan covering the person as an employee, member, subscriber or retiree or covering the person as a dependent of an employee, member, subscriber or retiree is the Primary Plan and the Plan covering that same person pursuant to COBRA or under a right of continuation pursuant to state or other federal law is the Secondary Plan.
  - b) If the other plan does not have this rule, and if, as a result, the plans do not agree on the order of benefits, this rule is ignored.
  - c) This rule does not apply if the rule in number 1 can determine the order of benefits.
6. Longer\Shorter Length Of Coverage:
- a) If none of the above rules determines the order of benefits, the primary Plan is the Plan, which covered a Covered Person, or subscriber the longer time. The secondary Plan is the Plan, which covered that person the shorter time.
  - b) To determine the length of time a person has been covered under a plan, two successive plans shall be treated as one if the covered person was eligible under the second plan within twenty-four (24) hours after coverage under the first plan ended.
  - c) The start of a new plan does not include:
    - i) A change in the amount or scope of a plan's benefits;
    - ii) A change in the entity that pays, provides or administers the plan's benefits; or
    - iii) A change from one type of plan to another, such as, from a single employer plan to a multiple employer plan.
  - d) The person's length of time covered under a plan is measured from the person's first date of coverage under that plan. If that date is not readily available for a group plan, the date the person first became a member of the group shall be used as the date from which to determine the length of time the person's coverage under the present plan has been in force.
7. If none of the preceding rules determines the order of benefits, the allowable expenses shall be shared equally between the plans.
8. Effect of Medicare:
- a) If the person is a Medicare beneficiary, and, as a result of the provisions of Title XVIII of the Social Security Act and implementing regulations, Medicare is:
    - i) Secondary to the plan covering the person as a dependent; and

## COORDINATION OF BENEFITS

- ii) Primary to the plan covering the person as other than a dependent (e.g. a retired employee)
- b) Then the order of benefits is reversed so that the plan covering the person as an employee, member, subscriber, policyholder or retiree is the secondary plan and the other plan covering the person as a dependent is the primary plan.

### Reduction in this Plan's Benefits

When this Plan is secondary, it may reduce its benefits so that the total benefits paid or provided by all Plans during a Policy Year are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan will calculate the benefits it would have paid in the absence of other health care coverage and apply that calculated amount to any Allowable Expense under its Plan that is unpaid by the Primary Plan. The Secondary Plan may then reduce its payment by the amount so that, when combined with the amount paid by the Primary Plan, the total benefits paid or provided by all Plans for the claim do not exceed the total Allowable Expense for that claim. In addition, the Secondary Plan shall credit to its Plan deductible any amounts it would have credited to its deductible in the absence of other health care coverage.

### Right to Receive and Release Information

Certain facts are needed to coordinate benefits. KPIC has the right to decide which facts it needs. KPIC may get needed facts from or give them to any other organization or person. KPIC need not tell, or get the consent of any person to do this. Each person claiming benefits under This Plan must give KPIC any facts it needs to pay the claim.

### Facility of Payment

A payment made under another Plan may have included an amount, which should have been paid under This Plan. If it does, KPIC may pay that amount to the organization that made the payment. That amount will then be treated as though it were a benefit paid under This Plan. KPIC will not pay that amount again. The term "**payment made**" includes providing benefits in the form of services. In this case "**payment made**" means the reasonable cash value of the benefits provided in the form of services.

### Right of Recovery

If the amount of the payments made by KPIC is more than it should have paid, KPIC may recover the excess from one or more of the following:

1. the persons KPIC has paid or for whom it has paid.
2. insurance companies.
3. other organizations.

The "**amount of payments made**" includes the reasonable cash value of any benefits provided in the form of services.

### Definitions Related to Coordination of Benefits

**Active Service** means that a Covered Person: 1) is present at work with the intent and ability to work the scheduled hours; and 2) is performing in the customary manner all of the regular duties of his or her employment.

**Allowable Expenses** means the usual and customary fees for medical or dental care or treatment. Part of the expenses must be covered under at least one of the Plans covering the Covered Person.

**Closed Panel Plan** means a health maintenance organization (HMO), preferred provider organization (PPO), exclusive provider organization (EPO), or other plan that provides health benefits to covered persons primarily in the form of services through a panel of providers that have contracted with or are employed by the plan, and that limits or excludes benefits for services provided by other providers, except in the cases of emergency or referral by a panel Covered Person.



## COORDINATION OF BENEFITS

- If the Primary Plan is a closed panel plan with no Out-of-Plan benefits and the Secondary Plan is not a closed panel plan, the Secondary Plan must pay or provide benefits as if it were primary when no benefits are available from the Primary Plan because the covered person used a non-panel provider, except for emergency services that are paid or provided by the Primary Plan
- If, however, the two Plans are closed panels, the two Plans will coordinate benefits for services that are covered services for both Plans, including emergency services, authorized referrals, or services from providers that are participating in both Plans. There is no COB if there is no covered benefit under either Plan.

**Coordination of Benefits** means the way benefits are payable under more than one medical or dental plan. Under Coordination of Benefits, the Covered Person will not receive more than the Allowable Expenses for a loss.

**Plan** means any of the following, which provides medical or dental benefits or services:

1. This Plan.
2. Group and nongroup insurance contracts and subscriber contracts;
3. Uninsured arrangements of group or group-type coverage;
4. Group and nongroup coverage through closed panel plans;
5. Group-type contracts;
6. The medical care components of long-term care contracts, such as skilled nursing care;
7. Medicare or other governmental benefits, as permitted by law, except as provided in item 9 below. That part of the definition of plan may be limited to the hospital, medical and surgical benefits of the governmental program; and
8. Group and nongroup insurance contracts and subscriber contracts that pay or reimburse for the cost of dental care.

Plan does not include any:

1. Group or group-type Hospital indemnity benefits or other fixed indemnity coverage;
2. Accident only coverage;
3. Specified disease or specified accident coverage,
4. Specified disease or intensive care policy and personal injury protection under a motor vehicle liability insurance policy;
5. Limited benefit health coverage, as defined in Section 7 of the NAIC Model Regulation to Implement the Accident and Sickness Insurance Minimum Standards Model Act;
6. School accident-type coverage;
7. Benefits provided in long-term care insurance policies for non-medical services;
8. Medicare supplement policies;
9. A state plan under Medicaid;
10. A governmental plan, which, by law, provides benefits that are in excess of those of any private insurance plan or other non-governmental plan.

The benefits provided by a Plan include those that would have been provided if a claim had been duly made.

**This Plan** means that portion of the Group Policy which provides the benefits that are subject to this provision.

**Primary Plan\Secondary Plan** means that when This Plan is primary, its benefits are determined before those of the other Plan; the benefits of the other Plan are not considered. When This Plan is secondary, its benefits are determined after those of the other Plan; its benefits may be reduced because of the other Plan's benefits. When there are more than two Plans, This Plan may be primary as to one and may be secondary as to another.

## CLAIM PROVISIONS

All claims under The Group Policy will be administered by:

Kaiser Permanente Claims Administration  
PO Box 371860  
Denver CO, 80237-9998

**Questions about claims:** For assistance with questions regarding claims filed with KPIC, please have Your ID Card available when You call 1-888-225-7202 (TTY 711) or You may write to the address listed above. Claim forms are available from Your employer.

### Participating Provider claims

If You receive services from a Participating Provider, that Provider will file the claims on Your behalf. Benefits will be paid to the Provider. You need pay only Your deductible and Percentage Payable or Co-payment.

### Non-Participating Provider claims

If you receive services from any other licensed provider, you may need to file the claim yourself and will be reimbursed in accordance with the terms set forth under the Schedule of Coverage.

### Notice of Claims

You must give Us written notice of claim within 20 days, but in no event more than twelve (12) months after the occurrence or commencement of any loss covered by the Policy. Failure to give notice within such time shall not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give such notice and that notice was given as soon as was reasonably possible. You may give notice or may have someone do it for you. The notice should give Your name and Your policy number or show in Your Schedule of Coverage. If written notice is required, We will send a claim form to You. We may not invalidate or reduce a claim if it is shown that it was not reasonably possible to give notice within 20 days, and that the notice was given as soon as was reasonably possible. The notice should be mailed to Our claims administrator at the address provided below:

Kaiser Permanente Claims Administration  
PO Box 371860  
Denver CO, 80237-9998

### Claim Forms

When We receive Your notice of claim, We will send You forms for filing proof of loss. If We do not send You these forms within 15 days after receipt of Your notice of claim, You shall be deemed to have complied with the proof of loss requirements by submitting written proof covering the occurrence, character and extent of the loss, within the time limit stated in the Proof of Loss section.

### Proof of Loss

Written proof of loss may be sent to Us at Our claims administrator's address listed above or submit Your claim electronically via [www.kp.org](http://www.kp.org) under Your member profile within one year after the date of the loss. Failure to furnish such proof within the time required shall not invalidate nor reduce any claim if it is shown not to have been reasonably possible to give notice, that notice was given as soon as was reasonably possible and is submitted within 2 years after the date of service. A Covered Person's legal incapacity shall suspend the time to submit claim and the suspension period ends when legal capacity is regained. KPIC may require information to validate the occurrence, character and extent of the loss. Such information may include, but will not be limited to: reports of investigations

## CLAIM PROVISIONS

concerning fraud and misrepresentation, necessary consent forms, releases and assignments, medical records, information regarding provider services, information regarding medical necessity or other necessary information requested by KPIC.

**“Proof of Loss”** means written proof of the occurrence, character and extent of the loss.

### **Time for Payment of Benefits**

In accordance with the terms of Your coverage, Expenses Incurred for Covered Services that are Medically Necessary will be paid within 30 days upon receipt of written Proof of Loss subject to all of the terms and conditions set forth in the Group Policy.

If services are received from a Preferred Provider, benefits will be paid directly to the Preferred Provider. Benefits will be paid to any provider who accepts assignment of benefits. Any such payment made by KPIC in good faith will fully discharge KPIC’s obligation to the extent of the payment.

KPIC shall provide payment of benefits directly to an ambulance service provider that obtains an assignment of benefits from an insured.

### **Contested Claims**

If KPIC is unable to pay Your claim after receiving Proof of Loss, KPIC will notify You of any contest to or denial of the claim within 30 days of the date the Proof of Loss was received by KPIC. Please see the section entitled **“PRE-CERTIFICATION, INTERNAL APPEALS, AND EXTERNAL REVIEW”** for information on how you may file an appeal or grievance.

### **Legal Action**

No legal action may be brought to recover on this policy, before 60 days from the date written proof of loss has been given to Us as required under the Proof of Loss section. No such action may be brought more than three (3) years after the date written proof of loss is required to be furnished.

### **Overpayment**

KPIC will not withhold any portion of a claim payment on the basis that the sum withheld is an adjustment or correction for an overpayment made on a prior claim unless:

1. the adjustment or correction is for services subject to coordination of benefits with another carrier, the Maryland Medical Assistance Program, or the Medicare Program during the 18-month period after the date that KPIC paid the health care provider; and
2. except as provided in item (i) of this paragraph, may only adjustment or correction during the 6-month period after the date that KPIC paid the health care provider.

The restriction on adjustments and/or corrections noted above do not apply if KPIC makes an adjustment and/or correction to a health care provider because:

1. the information submitted to KPIC was fraudulent;
2. the information submitted to KPIC was improperly coded and the KPIC has provided to the health care provider sufficient information regarding the coding guidelines used by Us at least 30 days prior to the date the services subject to the adjustment and/or correction were rendered; or
3. the claim submitted to KPIC was a duplicate claim.

Information submitted to KPIC may be considered to be improperly coded if the information submitted by the health care provider:

1. uses codes that do not conform with the coding guidelines used by KPIC applicable as of the date the service or services were rendered; or

## CLAIM PROVISIONS

2. does not otherwise conform with the contractual obligations of the health care provider to KPIC applicable as of the date the service or services were rendered.

If KPIC makes an adjustment and/or correction under this provision for services as a result of coordination of benefits, the health care provider will have 6 months from the date of denial, to submit a claim for payment of benefits for the service to KPIC, the Maryland Medical Assistance Program, or the Medicare Program responsible for payment. KPIC's Administrator receives the request.

SAMPLE

## GENERAL PROVISIONS

### Assignment

Payment of benefits under the Group Policy for treatment or services that are not provided, prescribed, or directed by a Participating Provider:

1. Are not assignable and thereby not binding on KPIC, unless previously approved by KPIC in writing;
2. Shall be made by KPIC, in its sole discretion, directly to the provider or to the Insured Person or Insured Dependent or, in the case of the Insured Person's death, to his or her executor, administrator, provider, spouse or relative.

### Contestability of Coverage

In the absence of fraud, any statement made by the Policyholder or a Covered Person in applying for insurance under the Group Policy will be considered a representation and not a warranty. After the Group Policy has been in force for two (2) years, its validity cannot be contested except for nonpayment of premiums. After a Covered Person's insurance has been in force for two (2) years during his or her lifetime, its validity cannot be contested due to a statement made by the Covered Person relating to insurability under the Group Policy. Only statements that are in writing and signed by the Policyholder or a Covered Person can be used in a contest. A copy of the statement will be given to the Policyholder, the Covered Person, or his or her beneficiary.

### Money Payable

All sums payable by or to KPIC or its Administrator must be paid in the lawful currency of the United States.

### Rights of a Custodial Parent

If the parents of a covered Dependent child are:

1. Divorced or legally separated; and
2. Subject to the same Order,

The custodial parent will have the rights stated below without the approval of the non-custodial parent. However, for this provision to apply, the non-custodial parent must be a Covered Person approved for family health coverage under the Policy, and KPIC must receive:

1. A request from the custodial parent, who is not a Covered Person under the policy; and
2. A copy of the Order.

If all of these conditions have been met, KPIC will:

1. Allow the custodial parent, who is not a Covered Person under the policy, to apply for enrollment on behalf of the Dependent child in the coverage regardless of enrollment period restrictions;
2. Provide the custodial parent with membership cards, claims forms, and other information regarding the terms, conditions, benefits, exclusions, and limitations of the Policy;
3. Accept claim forms and requests for claim payment from the custodial parent; and
4. Make claim payments directly to the custodial parent for claims submitted by the custodial parent, subject to all the provisions stated in the Policy. Payment of claims to the custodial parent, which are made in good faith under this provision, will fully discharge KPIC's obligations under the Policy to the extent of the payment.

KPIC will continue to comply with the terms of the Order until We determine that:

1. The Order is no longer in effect;
2. The Dependent child has become covered, or will be enrolled under other reasonable health insurance or health coverage that will take effect on or before the effective date of the termination;

## GENERAL PROVISIONS

3. In the case of employer-provided coverage, the employer has stopped providing family coverage for all employees; or
4. The Dependent child is no longer a Covered Person under the Policy.

“Order” means a ruling that:

1. Is issued by a court of the State of Maryland or another state or an administrative agency of another state; and
2. (a) Creates or recognizes the right of a child to receive benefits under a parent's health insurance coverage; or  
(b) Establishes a parent's obligation to pay child support and provide health insurance coverage for a child.

SAMPLE

SAMPLE

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GC-POS-MD 2025 (NGF) wdp