



## Kaiser Foundation Health Plan of the Northwest

A nonprofit corporation  
Portland, Oregon

### Large Group Dual Choice PPO™ HSA-Qualified Plan Evidence of Coverage

Group Name: <114>

Group Number: <90>-<4>

This *Evidence of Coverage* is effective <110> through <116>.

Printed: <92>

SAMPLE

#### Customer Service

Monday through Friday (except holidays)  
8 a.m. to 6 p.m. PT

All areas.....1-866-616-0047

#### TTY

All areas.....711

#### Language interpretation services

All areas.....1-800-324-8010

[kp.org](http://kp.org)

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## INTRODUCTION

This *Evidence of Coverage (EOC)*, including the “Benefit Summary” and any benefit riders attached to this *EOC*, describes the health care benefits of the Large Group Dual Choice PPO™ HSA-Qualified Plan provided under the *Group Agreement (Agreement)* between Kaiser Foundation Health Plan of the Northwest and your Group. In the event of a conflict in language between the *Agreement* and the *EOC*, the *EOC* will govern. For benefits provided under any other Plan, refer to that Plan’s evidence of coverage.

This health benefit Plan is a high deductible health Plan that meets the requirements of Section 223 (c)(2) of the Internal Revenue Code. The health care coverage described in this *EOC* is designed to be compatible for use with a Health Savings Account (HSA) under federal tax law.

The tax references contained in this *EOC* relate to federal income tax only. The tax treatment of HSA contributions and distributions under your state income tax laws may differ from the federal tax treatment and differ from state to state. Kaiser Foundation Health Plan of the Northwest does not provide tax advice. You should consult with your financial or tax advisor for tax advice or more information, including information about your eligibility for an HSA.

Please be aware that enrollment in a high deductible health Plan that is HSA-compatible is only one of the eligibility requirements for establishing and contributing to an HSA. Some examples of other requirements include that you must not be:

- Covered by another health coverage Plan that is not also an HSA-compatible Plan, with certain exceptions.
- Enrolled in Medicare Part A or Part B.
- Able to be claimed as a dependent on another person’s tax return.

The provider network for this Dual Choice PPO™ HSA-Qualified Plan is the Dual Choice network.

Kaiser Foundation Health Plan of the Northwest uses health care benefit managers to administer this Plan. For a current list of the health care benefit managers we use and the services they provide, please visit [kp.org/disclosures](http://kp.org/disclosures); look under “Choose your region”; select Oregon / SW Washington; click on “Coverage information”; expand the “Getting care” list; and open the document titled *List of Health Care Benefit Managers*.

The provisions of this *EOC* must be considered together to fully understand the benefits available under the *EOC*. In this *EOC*, Kaiser Foundation Health Plan of the Northwest is sometimes referred to as “Company,” “we,” “our,” or “us.” Members are sometimes referred to as “you.” Some capitalized terms have special meaning in this *EOC*. See the “Definitions” section for terms you should know.

It is important to familiarize yourself with your coverage by reading this *EOC* and the “Benefit Summary” completely, so that you can take full advantage of your Plan benefits. Also, if you have special health care needs, carefully read the sections applicable to you.

If you would like additional information about your benefits, important health plan disclosures, or other products and services, please call Customer Service or e-mail us by registering at [kp.org/register](http://kp.org/register).

## Term of This EOC

This *EOC* is effective for the period stated on the cover page, unless amended. Your Group’s benefits administrator can tell you whether this *EOC* is still in effect.

## DEFINITIONS

The following terms, when capitalized and used in any part of this *EOC*, mean:

**Allowed Amount.** The lower of the following amounts:

- The actual fee the provider, facility, or vendor charged for the Service.
- 160 percent of the Medicare fee for the Service, as indicated by the applicable Current Procedural Terminology (CPT) code or Healthcare Common Procedure Coding System (HCPCS) code shown on the current Medicare fee schedule. The Medicare fee schedule is developed by the Centers for Medicare and Medicaid Services (CMS) and adjusted by Medicare geographical practice indexes. When there is no established CPT or HCPCS code indicating the Medicare fee for a particular Service, the Allowed Amount is 70 percent of the actual fee the provider, facility, or vendor charged for the Service.

**Ancillary Service.** Services that are:

- Related to emergency medicine, anesthesiology, pathology, radiology, and neonatology, whether provided by a physician or non-physician practitioner.
- Provided by assistant surgeons, hospitalists, and intensivists.
- Diagnostic Services, including radiology and laboratory Services.
- Provided by an Out-of-Network Provider if there is no In-Network Provider who can furnish such Service at the facility.
- Provided as a result of unforeseen, urgent medical needs that arise at the time the Service is provided, regardless of whether the Out-of-Network Provider or Out-of-Network Facility satisfies the notice and consent requirements under federal law.

**Behavioral Health Emergency Services Provider.** Emergency Services provided in any of the following settings, which are licensed or certified by the Washington Department of Health:

- A crisis stabilization unit.
- An evaluation and treatment facility that can provide directly, or by direct arrangement with other public or private agencies, emergency evaluation and treatment, outpatient care, and timely and appropriate inpatient care to persons suffering from a mental disorder.
- An agency certified to provide outpatient crisis services.
- A triage facility.
- An agency certified to provide medically managed or medically monitored withdrawal management services.
- A mobile rapid response crisis team that is contracted with a behavioral health administrative services organization operating to provide crisis response services in the behavioral health administrative services organization's service area.

**Benefit Summary.** A section of this *EOC* which provides a brief description of your medical Plan benefits and what you pay for covered Services.

**Charges.** Charges means the following:

- For Services provided by Medical Group or Kaiser Foundation Hospitals, the charges in Company's schedule of Medical Group and Kaiser Foundation Hospitals amount for Services provided to Members.
- For Services for which a provider or facility (other than Medical Group or Kaiser Foundation Hospitals) is compensated on a capitation basis, the amount in the schedule of charges that Company negotiates with the capitated provider.



- For Services received from other In-Network Providers or In-Network Facilities we contract with, the amount the provider or facility has agreed to accept as payment.
- For items obtained at a pharmacy owned and operated by Kaiser Permanente, the amount the pharmacy would charge a Member for the item if the Member's benefit Plan did not cover the pharmacy item. This amount is an estimate of: the cost of acquiring, storing, and dispensing drugs, the direct and indirect costs of providing pharmacy Services to Members, and the pharmacy program's contribution to the net revenue requirements of Company.
- For Emergency Services received from an Out-of-Network Provider or an Out-of-Network Facility (including Post-Stabilization Care that constitutes Emergency Services under federal law), the amount required to be paid by Company pursuant to state law, when it is applicable, or federal law, including any amount determined through negotiation or an independent dispute resolution (IDR) process.
- For all other Services received from an In-Network Provider, an In-Network Facility, an Out-of-Network Provider, or at an Out-of-Network Facility (including Post-Stabilization Services that are not Emergency Services under federal law), the amount (1) required to be paid pursuant to state law, when it is applicable, or federal law, including any amount determined through negotiation or an independent dispute resolution (IDR) process, or (2) in the event that neither state or federal law prohibiting balance billing apply, then the amount agreed to by the Out-of-Network Provider or Out-of-Network Facility and Company or, absent such an agreement, the Allowed Amount.

**Coinsurance.** The percentage of Charges or the percentage of the Allowed Amount that you must pay when you receive a covered Service.

**Company.** Kaiser Foundation Health Plan of the Northwest, an Oregon nonprofit corporation. This EOC sometimes refers to our Company as "we," "our," or "us."

**Copayment.** The defined dollar amount that you must pay when you receive a covered Service.

**Cost Share.** The Deductible, Copayment, or Coinsurance you must pay for covered Services.

**Deductible.** The amount you must pay for certain Services you receive in a Year before we will cover those Services, subject to any applicable Copayment or Coinsurance, in that Year.

**Dependent.** A Member who meets the eligibility requirements for a Dependent as described in the "Who Is Eligible" section.

**Dependent Limiting Age.** The "Premium, Eligibility, and Enrollment" section requires that most types of Dependents (other than Spouses and disabled Dependents as described in the "Dependents" section) be under the Dependent Limiting Age in order to be eligible for membership. The "Benefit Summary" shows the Dependent Limiting Age (the student Dependent Limiting Age is for students, and the general Dependent Limiting Age is for non-students).

**Dual Choice Network.** The In-Network Providers and In-Network Facilities with which Kaiser Permanente has entered into a written provider agreement for the provision of covered Services to Members enrolled in this Plan.

**Durable Medical Equipment (DME).** Non-disposable supply or item of equipment that is able to withstand repeated use, primarily and customarily used to serve a medical purpose and generally not useful to you if you are not ill or injured.

**Emergency Medical Condition.** A medical, mental health, or Substance Use Disorder condition that manifests itself by acute symptoms of sufficient severity (including, but not limited to, severe pain or emotional distress) such that a prudent layperson, who possesses an average knowledge of health and

medicine, could reasonably expect the absence of immediate medical, mental health, or Substance Use Disorder treatment attention to result in any of the following:

- Placing the person's health (or, with respect to a pregnant person, the health of them or their unborn child) in serious jeopardy.
- Serious impairment to bodily functions.
- Serious dysfunction of any bodily organ or part.

**Emergency Services.** All of the following with respect to an Emergency Medical Condition:

- A medical screening examination (as required under the federal Emergency Medical Treatment and Active Labor Act, "EMTALA") that is within the capability of the emergency department of a hospital, or of an Independent Freestanding Emergency Department, including Ancillary Services and patient observation, routinely available to the emergency department to evaluate the Emergency Medical Condition.
  - Further examination and treatment, within the capabilities of the staff and facilities available at the emergency department of a hospital, or Independent Freestanding Emergency Department, as required under EMTALA (or would be required under EMTALA if it applied to an Independent Freestanding Emergency Department) to Stabilize the patient.
- A screening examination that is within the capability of a Behavioral Health Emergency Services Provider, including Ancillary Services routinely available to the Behavioral Health Emergency Services Provider to evaluate the Emergency Medical Condition.
  - Further examination and treatment, within the capabilities of the staff and facilities available at the Behavioral Health Emergency Services Provider as required under EMTALA (or would be required under EMTALA if it applied to a Behavioral Health Emergency Services Provider) to Stabilize the patient.
- Covered Services provided by an Out-of-Network Provider, including staff or facilities of a hospital emergency room, Independent Freestanding Emergency Department, or Behavioral Health Emergency Services Provider after the Member is Stabilized, and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit during which screening and stabilization Services have been furnished, and:
  - The Out-of-Network Provider determines that you are not able to travel, using non-medical transportation or non-emergency transportation, to an available In-Network Provider within a reasonable travel distance, taking into account your medical condition; or,
  - You (or your authorized representative) are not in a condition to receive, and/or to provide consent to, the Out-of-Network Provider's notice and consent form, in accordance with applicable state law pertaining to informed consent as determined by your attending Out-of-Network Provider using appropriate medical judgment.

**Enhanced Benefits.** You pay the lowest Cost Share when you receive certain covered Services from a select group of In-Network Providers. Your "Benefit Summary" shows the Services that include Enhanced Benefits. In-Network Providers who offer Enhanced Benefits are identified with an asterisk in the provider directory.

**ERISA.** The Employee Retirement Income Security Act of 1974, as amended.

**Essential Health Benefits.** Essential Health Benefits means benefits that the U.S. Department of Health and Human Services (HHS) Secretary defines as essential health benefits. Essential Health Benefits must be equal to the scope of benefits provided under a typical employer plan, except that they must include at least the following: ambulatory services, emergency services, hospitalization, maternity and newborn care, mental health and substance use disorder services (including behavioral health treatment), prescription drugs,

rehabilitative and habilitative services and devices, laboratory services, preventive and wellness services and chronic disease management, and pediatric services (including oral and vision care).

**Evidence of Coverage (EOC).** This *Evidence of Coverage* document provided to the Subscriber that specifies and describes benefits and conditions of coverage. This document, on its own, is not designed to meet the requirements of a summary plan description (SPD) under ERISA. After you enroll, you will receive a postcard that explains how you may either download an electronic copy of this *EOC* or request that this *EOC* be mailed to you.

**External Prosthetic Devices.** External prosthetic devices are rigid or semi-rigid external devices required to replace all or any part of a body organ or extremity.

**Family.** A Subscriber and all of their Dependents.

**Gender Affirming Treatment.** Medically Necessary Services that an In-Network Provider or an Out-of-Network Provider prescribes, in accordance with generally accepted standards of care, to treat any condition related to a Member's gender expression or gender identity.

**Group.** The employer, union trust, or association with which we have an *Agreement* that includes this *EOC*.

**Health Savings Account (HSA).** A tax-exempt trust or custodial account established under Section 223(d) of the Internal Revenue Code exclusively for the purpose of paying qualified medical expenses of the account beneficiary. Contributions made to a Health Savings Account by an eligible individual are tax deductible under federal tax law whether or not the individual itemizes deductions. In order to make contributions to a Health Savings Account, you must be covered under a qualified high deductible health Plan and meet other tax law requirements.

Company does not provide tax advice. Consult with your financial or tax advisor for tax advice or more information about your eligibility for a Health Savings Account.

**Home Health Agency.** A "home health agency" is an agency that: (i) meets any legal licensing required by the state or other locality in which it is located; (ii) qualifies as a participating home health agency under Medicare; and (iii) specializes in giving skilled nursing facility care Services and other therapeutic Services, such as physical therapy, in the patient's home (or to a place of temporary or permanent residence used as your home).

**Homemaker Services.** Assistance in personal care, maintenance of a safe and healthy environment, and Services to enable the individual to carry out the plan of care.

**Independent Freestanding Emergency Department.** A health care facility that is geographically separate and distinct and licensed separately from a hospital under applicable State law and that provides Emergency Services.

**In-Network.** The level of benefits as shown in the "Benefit Summary" for covered Services that are provided by an In-Network Provider.

**In-Network Facility.** Any of the following licensed institutions that have entered into a written agreement, directly or indirectly, with Kaiser Permanente to provide Services to Members enrolled in this Plan: hospitals and other inpatient centers; ambulatory surgical or treatment centers; birthing centers; medical offices and clinics; skilled nursing facilities; residential treatment centers; diagnostic, laboratory, and imaging centers; and rehabilitation settings. This includes any of these facilities that are owned and operated by a political subdivision or instrumentality of the state and other facilities as required by federal law and implementing regulations. In-Network Facilities are subject to change.

**In-Network Provider.** A physician or other health care provider, facility, business, or vendor regulated under state law to provide health or health-related services or otherwise providing health care services within the scope of licensure or certification consistent with state law, and who is a Kaiser Permanente Provider, or has

otherwise entered into a written agreement with Kaiser Permanente to provide Services to Members enrolled in this Plan. In-Network Providers are subject to change.

**Kaiser Permanente.** Kaiser Foundation Hospitals (a California nonprofit corporation), Medical Group, and Kaiser Foundation Health Plan of the Northwest (Company).

**Kaiser Permanente Pharmacy.** A pharmacy owned and operated by Kaiser Permanente or another pharmacy that we designate, that is listed as a Kaiser Permanente Pharmacy in the provider directory. Kaiser Permanente Pharmacies are subject to change.

**Kaiser Permanente Physician.** Any licensed physician who is an employee of Medical Group or contracts directly or indirectly with Medical Group. Kaiser Permanente Physicians are subject to change.

**Kaiser Permanente Provider.** Any person who is a Kaiser Permanente Physician; or a person licensed under state law to provide health or health-related services or otherwise providing health care services within the scope of licensure or certification consistent with state law and who is an employee of a Kaiser Permanente Physician or of Kaiser Permanente. Kaiser Permanente Providers are subject to change.

**Medical Facility Directory.** The *Medical Facility Directory* includes addresses and telephone numbers for In-Network Providers, In-Network medical offices and other In-Network Facilities and provides general information about obtaining Services. After you enroll, you will receive an e-mail or flyer that explains how you may either download an electronic copy of the *Medical Facility Directory* or request that the *Medical Facility Directory* be mailed to you.

**Medical Group.** Northwest Permanente, P.C., Physicians and Surgeons, which is a professional corporation of physicians organized under the laws of the state of Oregon. Medical Group contracts with Company to provide professional medical Services to Members and others primarily on a capitated, prepaid basis.

**Medically Necessary.** Our determination that the Service is all of the following: (i) medically required to prevent, diagnose or treat your condition or clinical symptoms; (ii) in accordance with generally accepted standards of medical practice; (iii) not solely for the convenience of you, your family and/or your provider; and, (iv) the most appropriate level of Service which can safely be provided to you. For purposes of this definition, “generally accepted standards of medical practice” means (a) standards that are based on credible scientific evidence published in peer-reviewed medical literature generally recognized by the relevant medical community; (b) physician specialty society recommendations; (c) the view of physicians practicing in the relevant clinical area or areas within Kaiser Permanente locally or nationally; and/or (d) any other relevant factors reasonably determined by us. Unless otherwise required by law, we decide if a Service is Medically Necessary. You may appeal our decision as set forth in the “Grievances, Claims, Appeals, and External Review” section. The fact that a provider has prescribed, recommended, or approved a Service does not, in itself, make such Service Medically Necessary and, therefore, a covered Service.

**Medicare.** A federal health insurance program for people aged 65 and older, certain people with disabilities, and those with end-stage renal disease (ESRD).

**MedImpact Pharmacy.** A pharmacy that participates in the MedImpact National Retail and Choice90<sup>®</sup> Pharmacy Network and is listed in the directory at [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw).

**Member.** A person who is eligible and enrolled under this *EOC*, and for whom we have received applicable Premium. This *EOC* sometimes refers to a Member as “you.” The term Member may include the Subscriber, their Dependent, or other individual who is eligible for and has enrolled under this *EOC*.

**New Episode of Care.** Treatment for a new condition for which you have not been treated by an In-Network Provider of the same licensed profession within the previous 90 days and are not currently undergoing any active treatment.

**Orthotic Devices.** Orthotic devices are rigid or semi-rigid external devices (other than casts) required to support or correct a defective form or function of an inoperative or malfunctioning body part or to restrict motion in a diseased or injured part of the body.

**Out-of-Network.** The level of benefits as shown in the “Benefit Summary” for covered Services provided by Out-of-Network Providers.

**Out-of-Network Facility.** Any of the following licensed institutions that provide Services, but do not have a written agreement with Kaiser Permanente to participate as a health care provider for this Plan: hospitals and other inpatient centers; ambulatory surgical or treatment centers; birthing centers; medical offices and clinics; skilled nursing facilities; residential treatment centers; diagnostic, laboratory, and imaging centers; and rehabilitation settings. This includes any of these facilities that are owned and operated by a political subdivision or instrumentality of the state and other facilities as required by federal law and implementing regulations.

**Out-of-Network Provider.** A physician or other health care provider, facility, business, or vendor regulated under state law to provide health or health-related services or otherwise providing health care services within the scope of licensure or certification consistent with state law that does not have a written agreement with Kaiser Permanente to participate as a health care provider for this Plan.

**Out-of-Pocket Maximum.** The total amount of Deductibles, Copayments, and Coinsurance you will be responsible to pay in a Year, as described in the “Out-of-Pocket Maximum” section of this *EOC*.

**Plan.** Any hospital expense, medical expense, or hospital and/or medical expense policy or certificate, health care service contractor or health maintenance organization subscriber contract, any plan provided by a multiple employer welfare arrangement or by another benefit arrangement defined in the federal Employee Retirement Income Security Act of 1974 (ERISA), as amended.

**Post-Stabilization Care.** The Services you receive after your treating physician determines that your Emergency Medical Condition is clinically stable.

**Premium.** Monthly membership charges paid by Group.

**Service Area.** Our Service Area consists of Clark and Cowlitz counties in the state of Washington.

**Services.** Health care services, supplies, or items.

**Specialist.** Any licensed physician, who practices in a specialty care area of medicine (not family medicine, pediatrics, gynecology, obstetrics, general practice, or internal medicine).

**Spinal and Extremity Manipulation (Diversified or Full Spine Specific (FSS)).** The Diversified manipulation/adjustment entails a high-velocity, low amplitude thrust that usually results in a cavitation of a joint (quick, shallow thrusts that cause the popping noise often associated with a chiropractic manipulation/adjustment).

**Spouse.** The person to whom you are legally married under applicable law. For the purposes of this *EOC*, the term “Spouse” includes a person who is legally recognized as your domestic partner in a valid Certificate of State Registered Domestic Partnership issued by the state of Washington, validly registered as your domestic partner under the laws of another state, or otherwise recognized as your domestic partner under criteria agreed upon, in writing, by Kaiser Foundation Health Plan of the Northwest and your Group.

**Stabilize.** With respect to an Emergency Medical Condition, to provide the medical treatment of the 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 person who is having contractions, when there is inadequate time to safely transfer them to another hospital before delivery (or the transfer may pose a threat to the health or safety of them or their unborn child), “Stabilize” means to deliver the infant (including the placenta).

**Subscriber.** A Member who is eligible for membership on their own behalf and not by virtue of Dependent status and who meets the eligibility requirements as a Subscriber.

**Substance Use Disorder.** A substance-related or addictive disorder listed in the most current version of the *Diagnostic and Statistical Manual of Mental Disorders (DSM)* published by the American Psychiatric Association.

**Urgent Care.** Treatment for an unforeseen condition that requires prompt medical attention to keep it from becoming more serious, but that is not an Emergency Medical Condition.

**Utilization Review.** The formal application of criteria and techniques designed to ensure that each Member is receiving Services at the appropriate level; used as a technique to monitor the use of or evaluate the medical necessity, appropriateness, effectiveness, or efficiency of a specific Service, procedure, or setting.

**Year.** A period of time that is either a) a calendar year beginning on January 1 of any year and ending at midnight December 31 of the same year, or b) a plan year beginning on an effective date and ending at midnight prior to the anniversary date agreed to by Company and Group. The “Benefit Summary” shows which period is applicable to this Plan.

## **PREMIUM, ELIGIBILITY, AND ENROLLMENT**

### **Premium**

Your Group is responsible for paying the Premium. If you are responsible for any contribution to the Premium, your Group will tell you the amount and how to pay your Group.

### **Who Is Eligible**

#### **General**

To be eligible to enroll and to remain enrolled under this employer’s *Agreement*, you must meet all of the following requirements:

- You must meet your Group’s eligibility requirements that we have approved. (Your Group is required to inform Subscribers of its eligibility requirements.)
- You must meet the Subscriber or Dependent eligibility requirements described below unless your Group has different eligibility requirements that we have approved.

#### **Subscribers**

To be eligible to enroll and to remain enrolled as a Subscriber, you must meet the following requirements:

- You are an employee of your Group; or
- You are otherwise entitled to coverage through your Group under a trust agreement, retirement benefit program, employment contract, or the rules of a professional, trade, or bona fide association.
- You live or physically work inside our Service Area at least 50 percent of the time. For assistance about the Service Area or eligibility, please contact Customer Service. The Subscriber’s or the Subscriber’s Spouse’s otherwise eligible children are not ineligible solely because they live outside our Service Area or in another Kaiser Foundation Health Plan service area.

#### **Dependents**

If you are a Subscriber (or if you are a subscriber under our Kaiser Permanente Senior Advantage (HMO) plan offered by your Group), the following persons are eligible to enroll as your Dependents under this *EOC*. (Note: if you are a subscriber under a Kaiser Permanente Senior Advantage plan offered by your Group, all of your Dependents who are enrolled under this or any other non-Medicare evidence of coverage offered by

your Group must be enrolled under the same non-Medicare evidence of coverage. A “non-Medicare” evidence of coverage is one that does not require members to be entitled to Medicare.)

- Your Spouse.
- A person who is under the general Dependent Limiting Age shown in the “Benefit Summary” and who is any of the following:
  - Your or your Spouse’s child.
  - A child adopted by you or your Spouse, or for whom you or your Spouse have assumed a legal obligation in anticipation of adoption.
  - Any other person for whom you or your Spouse is a court-appointed guardian.
  - A child placed with you or your Spouse for foster care.
- A person who is over the general Dependent Limiting Age but under the student Dependent Limiting Age shown in the “Benefit Summary,” who is a full-time registered student at an accredited college or accredited vocational school, and is any of the following:
  - Your or your Spouse’s child.
  - A child adopted by you or your Spouse, or for whom you or your Spouse have assumed a legal obligation in anticipation of adoption.
  - Any other person for whom you or your Spouse is a court-appointed guardian.

You may be asked to provide proof of dependency annually until the Dependent reaches the student Dependent Limiting Age shown in the “Benefit Summary” and their coverage ends.

Students who suffer a severe illness or injury that causes them to lose full-time student status will continue to be considered full-time students for eligibility purposes, provided that within 31 days after the loss of full-time student status, we receive written certification from the child’s treating physician that the child is suffering from a serious illness or injury and that the leave of absence or other change of enrollment is Medically Necessary. Eligibility as a full-time student under this provision may then continue for up to 12 months from the date that your child’s medical leave of absence began, or until your child reaches the student Dependent Limiting Age shown in the “Benefit Summary,” whichever comes first.

- A person of any age who is primarily dependent upon you or your Spouse for support and maintenance if the person is incapable of self-sustaining employment by reason of a developmental disability, mental illness, or a physical disability that occurred prior to the person reaching the general Dependent Limiting Age shown in the “Benefit Summary,” if the person is any of the following:
  - Your or your Spouse’s child.
  - A child adopted by you or your Spouse, or for whom you or your Spouse have assumed legal obligation in anticipation of adoption.
  - Any other person for whom you or your Spouse is a court-appointed guardian and was a court-appointed guardian prior to the person reaching the Dependent Limiting Age shown in the “Benefit Summary.”

You must provide proof of incapacity and dependency annually upon request, but only after the two-year period following attainment of the general Dependent Limiting Age shown in the “Benefit Summary.”

Children born to a Dependent other than your Spouse (for example, your grandchildren) are not eligible for coverage beyond the first 21 days of life, including the date of birth, unless: (a) you or your Spouse adopts them or assumes a legal obligation in anticipation of adoption; (b) they are primarily supported by you or your

Spouse and you or your Spouse is their court-appointed guardian; or, (c) your Group has different eligibility requirements that we have approved.

Company will not deny enrollment of a newborn child, newly adopted child, child for whom legal obligation is assumed in anticipation of adoption, child newly placed for adoption, or newly placed foster child solely on the basis that: (a) the child was born out of wedlock; (b) the child is not claimed as a dependent on the parent's federal tax return; (c) the child does not reside with the child's parent or in our Service Area; or (d) the mother of the child used drugs containing diethylstilbestrol prior to the child's birth. Also, Company does not discriminate between married and unmarried persons, or between children of married or unmarried persons.

## **When You Can Enroll and When Coverage Begins**

A Group is required to inform employees about when they are eligible to enroll and their effective date of coverage. The effective date of coverage for employees and their eligible Dependents is determined by the Group in accord with waiting period requirements in state and federal law. The Group is required to inform the Subscriber of the date membership becomes effective.

If an individual is eligible to be a Dependent under this *EOC* but the subscriber in their family is enrolled under our Kaiser Permanente Senior Advantage evidence of coverage offered by the Group, the subscriber must follow the rules for adding Dependents as described in this "When You Can Enroll and When Coverage Begins" section.

### ***New Employees and Their Dependents***

When a Group informs an employee that they are eligible to enroll as a Subscriber, they may enroll themselves and any eligible Dependents by following the instructions from the Group.

### ***Open Enrollment***

The Group will inform an employee of their open enrollment period and effective date of coverage. An eligible employee may enroll as a Subscriber along with any eligible Dependents if they or their Dependents were not previously enrolled. If you are an existing Subscriber, you may add eligible Dependents not previously enrolled following your Group's enrollment process during the open enrollment period.

### ***Special Enrollment***

If an eligible employee or their eligible Dependents do not enroll when they are first eligible and later want to enroll, they can enroll only during open enrollment unless they experience a qualifying event as defined in applicable state and federal law. Your Group will administer special enrollment rights under applicable state and federal law.

Examples of qualifying events include, but are not limited to:

- Loss of minimum essential coverage for any reason other than nonpayment of Premium, rescission of coverage, misrepresentation, fraud or voluntary termination of coverage.
- Gaining a Dependent through marriage or entering into a domestic partnership, birth, adoption, placement for adoption, placement for foster care, or through a child support order or other court order.
- Loss of a Dependent through divorce or legal separation, or if the enrollee, or their Dependent dies.

Note: If the individual is enrolling as a Subscriber along with at least one eligible Dependent, only one enrollee must meet one of the requirements for a qualifying event.

The individual must notify the Group within 31 days of a qualifying event, 60 days if they are requesting enrollment due to a change in eligibility for Medicaid or Child Health Insurance Program (CHIP) coverage. The Group will determine if the individual is eligible to select or change coverage. Contact the Group for further instructions on how to enroll.



A Group may require an employee declining coverage to provide a written statement indicating whether the coverage is being declined due to other health coverage. If this statement is not provided, or if coverage is not declined due to other health coverage, the employee may not be eligible for special enrollment due to loss of other health coverage. Contact the Group for further information.

### ***Adding New Dependents to an Existing Account***

To enroll a Dependent who becomes eligible to enroll after you became a Subscriber, you must submit a Company-approved enrollment application to your Group as described in this “Adding New Dependents to an Existing Account” section.

Newborns, newly adopted children, children newly placed for adoption, or newly placed foster children are covered for 21 days after birth, adoption, placement for adoption, or placement for foster care. In order for coverage to continue beyond this 21-day period, you must submit an enrollment application to your Group within 60 days after the date of birth, adoption, placement for adoption, or placement for foster care if additional Premium is required to add the Dependent. If additional Premium is not required, the application requirement is waived; however, please notify your Group and Customer Service to add the child to your Plan.

To add all other newly eligible Dependents (such as a new Spouse), you must submit an enrollment application to your Group within 60 days after the qualifying event.

Contact your Group for further instructions on how to enroll your newly eligible Dependent.

### ***When Coverage Begins***

Your Group will notify you of the date your coverage will begin. Membership begins at 12 a.m. PT of the effective date specified.

If an individual enrolls in, adds a Dependent, or changes health plan coverage during a special enrollment period, the membership effective date will be determined by your Group under applicable state and federal law.

## **HOW TO OBTAIN SERVICES**

### **Accessing Care**

You may choose to receive covered Services from In-Network Providers or Out-of-Network Providers. The Services we cover, and the amounts you pay for covered Services, will differ depending on the provider you choose. Your out-of-pocket costs will typically be less when you receive covered Services from In-Network Providers. Also, In-Network Providers will obtain any necessary prior authorization on your behalf and will submit claim forms to us.

### ***In-Network Providers***

The provider network for this Dual Choice PPO™ HSA-Qualified Plan is the Dual Choice network.

The Dual Choice network includes Kaiser Permanente Providers, First Choice Health providers, First Health network providers, Kaiser Permanente Pharmacies, MedImpact Pharmacies, and other providers who contract with us to provide covered Services for Members enrolled in this Dual Choice PPO™ HSA-Qualified Plan.

Together, these are called “In-Network Providers.” To locate an In-Network Provider, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw) for a provider directory.

You pay the In-Network Provider Cost Share amount shown on your “Benefit Summary” when you receive covered Services from In-Network Providers.

You pay the lowest Cost Share when you receive certain covered Services from a select group of In-Network Providers. This is called “Enhanced Benefits.” Your “Benefit Summary” shows the Services that include Enhanced Benefits.

In-Network Providers who offer Enhanced Benefits are identified with an asterisk in the provider directory. You pay the Enhanced Benefit Cost Share amount shown on your “Benefit Summary” when you receive covered Services from one of these designated In-Network Providers.

If you need assistance searching for In-Network Providers, or to verify the current participation status of an In-Network Provider, or if you do not have access to the online directory, please contact Customer Service.

### **Out-of-Network Providers**

When you receive covered Services from Out-of-Network Providers, your Cost Share will typically be higher than when you receive covered Services from In-Network Providers. See your “Benefit Summary” for your Cost Share when you receive covered Services from an Out-of-Network Provider.

We pay for covered Services from Out-of-Network Providers up to the Allowed Amount. If an Out-of-Network Provider charges more than the Allowed Amount, that provider may bill you directly for the additional amount that is not covered by us. This is called balance billing.

You are responsible for assuring your Out-of-Network Provider has obtained necessary prior authorization.

You may be required to pay the full amount for the Services you receive and submit a claim form to us for reimbursement.

If you choose to receive covered Services from an Out-of-Network Provider, those Services are still subject to the provisions of this *EOC*. Except for Emergency Services and Urgent Care, we do not cover Services you receive from Out-of-Network Providers outside the United States.

We will not directly or indirectly prohibit you from freely contracting at any time to obtain Services from Out-of-Network Providers and Out-of-Network Facilities. However, if you choose to receive Services from Out-of-Network Providers and Out-of-Network Facilities, except as otherwise specifically provided in this *EOC*, you will be responsible for the full price of the Services. Company is not responsible for any amounts you are billed for non-covered Services. Any amounts you pay for non-covered Services will not count toward your Deductible or Out-of-Pocket Maximum.

### **Using Your Identification Card**

We provide each Member with a Company identification (ID) card that contains the Member health record number. Have your health record number available when you call for advice, make an appointment, or seek Services. We use your health record number to identify your medical records, for billing purposes, and for membership information. You should always have the same health record number. If we ever inadvertently issue you more than one health record number, please let us know by calling Customer Service. If you need to replace your ID card, please call Customer Service.

Your ID card is for identification only, and it does not entitle you to Services. To receive covered Services, you must be a current Member. Anyone who is not a Member will be billed as a non-member for any Services they receive. If you allow someone else to use your ID card, we may keep your card and terminate your membership (see the “Termination for Cause” section). We may request photo identification in conjunction with your ID card to verify your identity.

To verify your eligibility or benefits, your In-Network Provider or Out-of-Network Provider may call the Customer Service number listed on the ID card. The claims billing address and prior authorization numbers are also on the ID card.

## Advice Nurses

If you are unsure whether you need to be seen by a physician or where to go for Services, or if you would like to discuss a medical concern, call Customer Service during normal business hours, evenings, weekends, and holidays to be directed to one of our advice nurses.

You may also use the Member section of our website, **kp.org**, to send *nonurgent* questions to an advice nurse or pharmacist.

Your Out-of-Network Provider's office may have advice personnel to assist you. To learn more, check with their office.

## Your Primary Care Provider

We encourage you to choose a primary care provider for each covered Family Member. This decision is important as your primary care provider provides or arranges most of your health care needs.

You may select an In-Network Provider from family practice, internal medicine, or pediatrics as your primary care provider. Members also have the option of choosing a women's health care In-Network Provider as their primary care provider. A women's health care provider includes an obstetrician or gynecologist, a physician assistant specializing in women's health, an advanced registered nurse practitioner specializing in women's health, or a certified nurse midwife. Not all In-Network Providers in these specialties are designated primary care providers.

If you do not select a primary care provider, we will assign you to an individual primary care provider or primary care team. We will send you a letter that includes information to help you learn more about your provider or care team, how to find information about other primary care providers near you, and how to change your primary care provider. You may select a different primary care provider at any time. The change will take effect immediately.

For more information, visit **kp.org/choiceproducts/nw** to search for providers and locations near you and read online provider profiles. For help with selecting or changing your primary care provider, contact Customer Service.

## Appointments for Routine Services

Routine appointments are for medical needs that are not urgent such as checkups and follow-up visits that can wait more than a few days.

If you need to make an appointment for routine Services with an In-Network Provider who is located at a Kaiser Permanente medical office, go to **kp.org** to schedule an appointment online or call Customer Service. If you need to make an appointment for routine Services with an In-Network Provider located anywhere else, please contact the In-Network Provider's office directly to make your appointment. You can learn more about locating In-Network Providers by contacting Customer Service or going to **kp.org/choiceproducts/nw**.

Please contact the Out-of-Network Provider's office directly to make your appointment.

## Getting Assistance

We want you to be satisfied with your health care Services. If you have any questions or concerns about Services you received from an In-Network Provider, please first discuss them with that provider or the provider's office. Customer Service is available to assist you in resolving any problems you may have.

Customer Service can answer questions about your benefits, how to make your first medical appointment, what to do if you move, what to do if you need Services while you are traveling, and how to replace your ID card. These representatives can help you if you need to file a claim, complaint, grievance, or appeal, as

described in the “Grievances, Claims, Appeals, and External Review” section. Upon request, Customer Service can also provide you with written materials about your coverage.

Customer Service representatives are available by phone Monday through Friday (except holidays), from 8 a.m. to 6 p.m. PT.

All areas ..... 1-866-616-0047

TTY for the hearing and speech impaired .....711

Language interpretation services..... 1-800-324-8010

You may also e-mail us by registering on our website at [kp.org/register](http://kp.org/register).

## **Receiving Care in Another Kaiser Foundation Health Plan Service Area**

You may receive covered Services from another Kaiser Foundation Health Plan, if the Services are provided, prescribed, or directed by that other plan, and if the Services would have been covered under this *EOC*. Covered Services are subject to the terms and conditions of this *EOC*, including prior authorization requirements, the applicable Cost Share shown in the “Benefit Summary,” and the exclusions, limitations and reductions described in this *EOC*.

For more information about receiving care in other Kaiser Foundation Health Plan service areas, including availability of Services, and provider and facility locations, please call our Away from Home Travel Line at 951-268-3900. Information is also available online at [kp.org/travel](http://kp.org/travel).

## **Referrals**

### ***Referrals to Kaiser Permanente Providers***

In most cases, you will need a referral to see a Specialist the first time. In some cases, a standing referral may be allowed to a Specialist for a time period that is in accord with your individual medical needs as determined by the Kaiser Permanente Provider and Company.

Some outpatient specialty care is available from Kaiser Permanente Providers without a referral. You do not need a referral for outpatient Services provided in the following departments at medical offices owned and operated by Kaiser Permanente. Please call Customer Service to schedule routine appointments in these departments:

- Audiology (routine hearing exams).
- Cancer Counseling.
- Mental Health Services.
- Obstetrics/Gynecology.
- Occupational Health.
- Optometry (eye exams).
- Social Services.
- Substance Use Disorder Services.

### ***Referrals to all other In-Network Providers or Out-of-Network Providers***

Except as described in the “Referrals to Kaiser Permanente Providers” section above, you do not need a referral to obtain Services from In-Network Providers or Out-of-Network Providers. However, you should contact the provider’s office to see if they have any requirements before you make your appointment. For example, some specialist providers may want you to see your primary care provider first, or the specialist

provider may ask you to obtain a referral, order, or plan of care from your primary care provider before the specialist provider's office will make your appointment.

Even if you need a referral, it is important to remember that when you obtain covered Services from an In-Network Provider or an Out-of-Network Provider, your benefit and Cost Share is based on who provides the Services, not on who makes the referral. If an In-Network Provider provides the Services, your In-Network Provider benefit applies. If an Out-of-Network Provider provides the Services, your Out-of-Network Provider benefit applies.

Some Services require prior authorization in order to be covered, as described in the "Prior Authorization Review Requirements" section below.

## **Prior Authorization Review Requirements**

The Services that require prior authorization are described under "Services Subject to Prior Authorization Review" in this "How to Obtain Services" section. In-Network Providers are responsible for requesting prior authorization from Company. If an Out-of-Network Provider recommends Services that require prior authorization, you need to ask them to request prior authorization by calling us at 855-281-1840.

Except in the case of misrepresentation, prior authorization review decisions will not be retrospectively denied. Prior authorization determinations shall expire no sooner than forty-five days from the date of approval. We may revoke or amend a prior authorization for Services you have not yet received if your membership terminates or your coverage changes or you lose your eligibility, or if we receive information that is materially different from that which was reasonably available at the time of the original determination.

After your In-Network Provider or Out-of-Network Provider requests prior authorization, we will review your proposed course of treatment to verify that it is medically appropriate. If the request was received electronically, we will send a letter to you within three calendar days after we receive the request. If the request was received orally or in writing, we will send a letter to you within five calendar days after we receive the request. After we review your request, we will either:

- Give prior authorization for treatment, and send a confirmation of prior authorization and approved length of stay to your In-Network Provider or Out-of-Network Provider, and the hospital, surgical center, or other facility, or
- Contact your In-Network Provider or Out-of-Network Provider to discuss alternative forms of treatment. We will send you and your In-Network Provider or Out-of-Network Provider a denial letter if we do not agree that the proposed treatment or setting is appropriate.

Following a prior authorization by Company, your treatment may begin. If your hospital stay is longer than the approved length of stay, we will consult with you, your In-Network Provider or Out-of-Network Provider, and the hospital about a possible extension of your stay.

If you disagree with our prior authorization review decision, you may appeal the decision. Follow the instructions for appeals as outlined in the "Grievances, Claims, Appeals, and External Review" section.

### ***Services Subject to Prior Authorization Review***

All covered Services require prior, concurrent, or post-service authorization by Company, except for the following:

- Acupuncture Services (self-referred), limited to the number of visits per Year shown in the "Benefit Summary."
- Ambulance Services.
- Biomarker testing Services for stage 3 or 4 cancer, or recurrent, relapsed, refractory, or metastatic cancer.
- Emergency Services.

- Health education Services.
- Initial evaluation and management visit and up to six treatment visits in a New Episode of Care for hearing, physical, massage (soft tissue mobilization), occupational, and speech therapies.
- In-Network Provider and Out-of-Network Provider office visits.
- Limited outpatient drugs and supplies as described in the “Limited Outpatient Prescription Drugs and Supplies” section.
- Maternity Services.
- Naturopathic medicine Services.
- Outpatient habilitative therapy Services and outpatient rehabilitative therapy Services.
- Outpatient laboratory Services, except genetic testing. (For genetic testing prior authorization requirements, see the “Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures” section.)
- Outpatient radiology Services, except MRI, CT scans, PET scans, and bone density/DEXA scans. (For MRI, CT scan, PET scan, and bone density/DEXA scan prior authorization requirements, see the “Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures” section.)
- Services that are billed as preventive care Services.
- Spinal and Extremity Manipulation Services (self-referred), limited to the number of visits per Year shown in the “Benefit Summary.”
- Urgent Care.

### ***Failure to Satisfy Prior Authorization Review Requirements***

If you do not obtain prior authorization for Services received from an Out-of-Network Provider or at an Out-of-Network Facility, and those Services require prior authorization, we will deny the claim and you will be responsible for paying the full amount for those Services.

### **Provider Whose Contract Terminates**

You may be eligible to continue receiving covered Services from an In-Network Provider for a limited period of time after our contract with the In-Network Provider terminates.

This continuity of care provision applies when our contract with an In-Network Provider terminates, or when a physician’s employment with Medical Group terminates, except when the contract or employment termination is for cause (including quality of care issues) or because the In-Network Provider:

- Has retired.
- Has died.
- No longer holds an active license.
- Has moved.
- Has gone on sabbatical.
- Is prevented from continuing to care for patients because of other circumstances.

If we directly or indirectly terminate the contract between Kaiser Permanente, Medical Group, and/or any other primary care In-Network Provider while your Plan is in effect and while you are under the care of that provider, we will notify you. We will retain financial responsibility for covered Services by that provider, in excess of any applicable Cost Share, for 90 days following the notice of termination to you.

Additionally, if we directly or indirectly terminate the contract between Kaiser Permanente, Medical Group and/or any In-Network Provider who is a Specialist, while your Plan is in effect and while you are under the care of the provider, we will notify you. We will retain financial responsibility for covered Services by that provider until we can make arrangements for the Services to be provided by another In-Network Provider.

## **POST-SERVICE CLAIMS – SERVICES ALREADY RECEIVED**

In general, if you receive Services from an In-Network Provider, In-Network Facility, Kaiser Permanente Pharmacy, or MedImpact Pharmacy, our Claims Administration Department will handle the claim. Customer Service can assist you with questions about specific claims or about the claim procedures in general.

If you receive a bill for Services from an Out-of-Network Provider or Out-of-Network Facility, or a pharmacy that is not a Kaiser Permanente Pharmacy or MedImpact Pharmacy, and you believe Company should cover the Services, you need to send a completed medical claim form and the itemized bill to:

Kaiser Permanente  
National Claims Administration – Northwest  
PO Box 370050  
Denver, CO 80237-9998

You can request a claim form from Customer Service or download it from [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw). When you submit the claim, please include a copy of your medical records from the Out-of-Network Provider or Out-of-Network Facility if you have them.

Company accepts CMS 1500 claim forms for professional Services and UB-04 forms for hospital claims. Even if the provider bills Company directly, you still need to submit the claim form.

You must submit a claim for a Service within 12 months after receiving that Service. If it is not reasonably possible to submit a claim within 12 months, then you must submit a claim as soon as reasonably possible, but in no case more than 15 months after receiving the Service, except in the absence of legal capacity.

We will reach a decision on the claim and pay those covered Charges within 30 calendar days from receipt unless additional information, not related to coordination of benefits, is required to make a decision. If the 30-day period must be extended, you will be notified in writing with an explanation about why. This written notice will explain how long the time period may be extended depending on the requirements of applicable state and federal laws, including ERISA.

You will receive written notification about the claim determination. This notification will provide an explanation for any unpaid amounts. It will also tell you how to appeal the determination if you are not satisfied with the outcome, along with other important disclosures required by state and federal laws.

If you have questions or concerns about a bill from Company, you may contact Customer Service for an explanation. If you believe the Charges are not appropriate, Customer Service will advise you on how to proceed.

## **EMERGENCY, POST-STABILIZATION, AND URGENT CARE**

### **Emergency Services**

If you have an Emergency Medical Condition, call 911 (where available) or go to the nearest hospital emergency department, Independent Freestanding Emergency Department, or Behavioral Health Emergency Services Provider. You do not need prior authorization for Emergency Services. When you have an Emergency Medical Condition, we cover Emergency Services you receive anywhere in the world, as long as the Services would have been covered under the “Benefits” section (subject to the “Exclusions and Limitations” section) if you had received them from In-Network Providers or In-Network Facilities.

You pay the emergency department visit Cost Share shown in the “Benefit Summary” under “Outpatient Services” for all Services received in the emergency department or from the Behavioral Health Emergency Services Provider.

If you receive covered inpatient hospital Services, you pay the Cost Share shown in the “Benefit Summary” under “Inpatient Hospital Services,” regardless of whether the Services also constitute Emergency Services or Post-Stabilization Care. If you visit an emergency department and are not admitted directly as an inpatient, you pay the emergency department visit Cost Share shown in the “Benefit Summary” under “Outpatient Services” for all Services received in the emergency department or from the Behavioral Health Emergency Services Provider.

If you have an Emergency Medical Condition, we cover licensed ambulance Services when:

- Your condition requires the use of medical Services that only a licensed ambulance can provide.
- Use of all other means of transportation, whether or not available, would endanger your health.
- The ambulance transports you to a hospital where you receive covered Emergency Services.

## **Post-Stabilization Care**

Post-Stabilization Services relate to medical, mental health or Substance Use Disorder treatment necessary in the short term to avoid placing the health of the individual, or with respect to a pregnant person, the health of them or their unborn child, in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.

We cover Post-Stabilization Care at the In-Network Provider Cost Share if one of the following is true:

- An In-Network Provider or an In-Network Facility provides the Services.
- We authorize the Services from the Out-of-Network Provider or Out-of-Network Facility.
- Services are provided after you are Stabilized and as part of outpatient observation or an inpatient or outpatient stay with respect to the visit during which screening and Stabilization Services have been furnished.

Coverage for Post-Stabilization Care from an Out-of-Network Provider or Out-of-Network Facility is limited to the Allowed Amount. In addition to the applicable Cost Share, you are responsible for paying any amount over the Allowed Amount, and any such payments do not count toward the Deductible or the Out-of-Pocket Maximum.

To request prior authorization for your receiving Post-Stabilization Care from an Out-of-Network Provider or Out-of-Network Facility, you or someone on your behalf must call us at 503-735-2596, or toll-free at 1-877-813-5993, before you receive the Services if it is reasonably possible to do so, but no later than 24 hours after any admission.

We understand that extraordinary circumstances can delay your ability to call us, for example if you are unconscious, or if there is no parent or guardian with a young child. In these cases, you or someone on your behalf must call us as soon as reasonably possible.

After we are notified, we will discuss your condition with the Out-of-Network Provider. If we decide that the Post-Stabilization Care is Medically Necessary and would be covered if you received it from an In-Network Provider or In-Network Facility, we will either authorize your receiving the Services from the Out-of-Network Provider or Out-of-Network Facility, or arrange to have an In-Network Provider or In-Network Facility provide the Services.

If we decide to arrange to have an In-Network Provider or In-Network Facility (or other designated provider or facility) provide the Services, we may authorize special transportation Services that are medically required to get you to the provider or facility. This may include transportation that is otherwise not covered. If your



Out-of-Network Provider determines you are clinically stable and you decline special transportation to an In-Network Provider or In-Network Facility (or other designated provider or facility that we authorize), Post-Stabilization Care will be covered at the Out-of-Network Provider Cost Share for Services provided by an Out-of-Network Provider or an Out-of-Network Facility.

When you receive Emergency Services from Out-of-Network Providers, Post Stabilization Care may qualify as Emergency Services pursuant to federal law. We will not require prior authorization for such Post-Stabilization Care when your attending Out-of-Network Provider determines that, after you are Stabilized, and taking into account your medical or behavioral health condition, you are not able to travel to an available In-Network Provider located within a reasonable travel distance, using non-medical transportation or non-emergency medical transportation.

## Urgent Care

You may receive covered Urgent Care Services from In-Network Providers, including Kaiser Permanente Urgent Care, or from any Out-of-Network Provider that provides Urgent Care. You are responsible for the applicable Cost Share shown on your “Benefit Summary,” including for any ancillary Services you receive, such as lab tests and X-rays billed by the provider.

Visit [kp.org/getcare](http://kp.org/getcare) to find the Kaiser Permanente Urgent Care locations nearest you. For a complete list of In-Network Provider urgent care locations, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw), or call Customer Service.

## WHAT YOU PAY

### Deductible

For each Year, all covered Services are subject to the Deductible and count toward the Deductible, except for certain preventive care Services and other items that are shown as not subject to the Deductible in the “Benefit Summary.”

For Services that are subject to the Deductible, you must pay all Charges for the Services when you receive them, until you meet your Deductible.

If you are the only Member in your Family, then you must meet the self-only Deductible. If there is at least one other Member in your Family, then either you must each meet the individual Family Member Deductible, or your Family must meet the Family Deductible, whichever occurs first. Each individual Family Member Deductible amount counts toward the Family Deductible amount. Once the Family Deductible is satisfied, no further individual Family Member Deductible will be due for the remainder of the Year. The Deductible amounts are shown in the “Benefit Summary.”

After you meet the Deductible, you pay the applicable Copayments and Coinsurance for covered Services for the remainder of the Year, until you meet your Out-of-Pocket Maximum (see “Out-of-Pocket Maximum” in this “What You Pay” section). For Out-of-Network Provider Services, you will also be responsible for paying any amounts in excess of the Allowed Amount.

### Increasing the Deductible

If the U.S. Department of Treasury increases the minimum Deductible required in high deductible health Plans, we will increase the Deductible if necessary to meet the new minimum Deductible requirement, and we will notify your Group.

**Changes to your Family.** When your Family changes during a Year from self-only enrollment to two or more Members (or vice versa), the only Deductible payments that will count in the new Family are those for Services that Members in the new Family received in that Year under this EOC. For example:

- If you add Dependents to your Family, the only Deductible payments that will count in the new Family are those for Services that Members in the new Family received in that Year under this EOC.

- If all of your Dependents cease to be Members in your Family so that your Family becomes a Family of one Member, only the amounts that had been applied toward the Deductible for Services that you received during the Year will be applied toward the Deductible required for self-only enrollment. You must pay Charges for covered Services you receive on or after the date you become a Family of one Member until you meet the Deductible required for self-only enrollment, even if the Family had previously met the Deductible for a Family of two or more Members.

## **Copayments and Coinsurance**

When you receive covered Services, you will be required to pay Copayments and Coinsurance, as shown in the “Benefit Summary.” Any applicable Copayments or Coinsurance are due when you receive the Service.

For covered Services you receive from In-Network Providers and In-Network Facilities, we have financial arrangements for rates that we pay to these providers and facilities. Coinsurance is based on those rates. In-Network Providers and In-Network Facilities are not permitted to bill you for covered Services, except for your Deductible, Coinsurance, and Copayments.

For covered Services you receive from Out-of-Network Providers, Coinsurance is based on the Allowed Amount. Out-of-Network Providers and Out-of-Network Facilities may bill you for amounts in excess of the Allowed Amount, and those amounts are not Copayments or Coinsurance.

## **Out-of-Pocket Maximum**

There is a maximum to the total dollar amount of Deductible, Copayments, and Coinsurance that you must pay for covered Services that you receive within the same Year.

If you are the only Member in your Family, then you must meet the self-only Out-of-Pocket Maximum. If there is at least one other Member in your Family, then you must each meet the individual Family Member Out-of-Pocket Maximum, or your Family must meet the Family Out-of-Pocket Maximum, whichever occurs first. Each individual Family Member Out-of-Pocket Maximum amount counts toward the Family Out-of-Pocket Maximum amount. The Out-of-Pocket Maximum amounts are shown in the “Benefit Summary.”

All Deductibles, Copayments, and Coinsurance amounts count toward the Out-of-Pocket Maximum, unless otherwise indicated. After you reach the Out-of-Pocket Maximum, you are not required to pay Copayments and Coinsurance for these Services for the remainder of the Year. Customer Service can provide you with the amount you have paid toward your Out-of-Pocket Maximum.

The following amounts do not count toward the Out-of-Pocket Maximum, and you will continue to be responsible for these amounts even after the Out-of-Pocket Maximum is satisfied:

- Payments for Services that are not covered under this *EOC*.
- Payments that you make because you exhausted (used up) your benefit allowance, or because we already covered the benefit maximum amount or the maximum number of days or visits for a Service.
- Payments for Services under the “Adult Vision Hardware and Optical Services Rider,” if purchased by your Group.
- Amounts you pay for Out-of-Network Services that are in excess of the Allowed Amount.
- Amounts recovered from a liability claim against another party subject to reimbursement under the “Injuries or Illnesses Alleged to be Caused by Other Parties or Covered by No-Fault Insurance” section.

## **BENEFITS**

The Services described in this “Benefits” section are covered only if all the following conditions are met, and will not be retrospectively denied:

- You are a Member on the date you receive the Services.

- The Services are Medically Necessary.
- You receive prior authorization for the Services, if required under the “How to Obtain Services” section.

All Services are subject to the coverage requirements described in this “Benefits” section. Some Services are subject to benefit-specific exclusions and/or limitations, which are listed, when applicable, in each benefit section. A broader list of exclusions and limitations that apply to all benefits is provided under the “Exclusions and Limitations” section.

Covered Services are subject to any applicable Cost Share as described in the “What You Pay” section and in the “Benefit Summary.”

The benefits under this Plan are not subject to a pre-existing condition waiting period.

## Preventive Care Services

We cover a variety of preventive care Services, which are Services to keep you healthy or to prevent illness, and are not intended to diagnose or treat a current or ongoing illness, injury, sign or symptom of a disease, or condition.

Preventive care Services include:

- Services recommended by, and rated A or B by, the U.S. Preventive Services Task Force (USPSTF). You can access the list of preventive care Services at [www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/uspstf-a-and-b-recommendations](http://www.uspreventiveservicestaskforce.org/uspstf/recommendation-topics/uspstf-a-and-b-recommendations).
- Immunizations recommended by the Advisory Committee on Immunization Practices of the CDC.
- Preventive care and screenings for infants, children, and adolescents supported by the Health Resources and Services Administration (HRSA).
- Preventive care and screenings supported by HRSA. You can access the list of preventive care Services at [www.hrsa.gov/womensguidelines/](http://www.hrsa.gov/womensguidelines/).

We cover these preventive care Services at the Cost Share shown in your “Benefit Summary.” Services received for a current or ongoing illness, injury, sign or symptom of a disease, or condition during a preventive care examination or procedure may be subject to the applicable Cost Share.

Covered preventive care Services include, but are not limited to:

- Bone densitometry.
- Cervical cancer screening.
- Chlamydia test.
- Cholesterol tests (all types).
- Colorectal cancer screening for Members age 45 or older, or for younger Members who are at high risk, including:
  - Fecal occult blood test yearly plus one flexible sigmoidoscopy every four years, or more frequently as recommended by your provider.
  - Colonoscopy every ten years, or double contrast barium enema every five years, or more frequently as recommended by your provider.
  - Follow-up colonoscopy for screening to be achieved following abnormal findings identified by flexible sigmoidoscopy or CT colonography screening.
  - Required specialist consultation prior to the screening procedure.

- Bowel preparation medications prescribed for the screening procedure.
- Anesthesia Services performed in connection with the screening procedure.
- Polyp removal performed during the screening procedure.
- Any pathology exam on a polyp biopsy performed as part of the screening procedure.
- Contraceptive drugs that you receive at an In-Network Provider's or Out-of-Network Provider's office, if available.
- Contraceptive Services and supplies, including, but not limited to, transabdominal and transcervical sterilization procedures, and insertion/removal of IUD or implanted birth control drugs and devices.
- Depression screening for Members 12 years of age and older, including pregnant and postpartum members.
- Diabetic retinopathy screening.
- Fasting glucose test.
- Healthy diet counseling and counseling for obesity and weight management.
- Immunizations.
- Mammography, including tomosynthesis (3-D mammography).
- Pre-exposure prophylaxis (PrEP) therapies and essential services, such as laboratory tests, associated with the use of PrEP for Members who are at high risk for HIV infection.
- Prostate screening examinations once every two years for men 50 years of age or older or for younger Members who are at high risk, and more frequently if your provider recommends it because you are at high risk for prostate cancer or disease.
- Routine preventive physical exam (adult, well-child, and well-baby).
- Screening for physical, mental, sexual, and reproductive health care needs that arise from a sexual assault.
- Screening prostate-specific antigen (PSA) test (not including monitoring or ultrasensitive tests).

When an In-Network Provider or an Out-of-Network Provider determines that a recommended Service is medically appropriate for an individual and the individual satisfies the criteria for the Service or treatment, we will provide coverage for the recommended Service regardless of sex assigned at birth, gender identity, or gender of the individual otherwise recorded by us.

If you would like additional information about covered preventive care Services, call Customer Service. Information is also available online at [kp.org/prevention](http://kp.org/prevention).

## Benefits for Outpatient Services

We cover outpatient Services for diagnosis, treatment, and preventive medicine upon payment of any applicable Cost Share shown in the "Benefit Summary" in the "Outpatient Services" section. Additional types of outpatient Services are covered as described under other headings in this "Benefits" section.

Some outpatient Services may be subject to prior authorization from Company in accordance with Utilization Review criteria developed by Medical Group and approved by Company. For more information about Services that require Utilization Review, or to request a copy of the criteria for a specific condition or Service, please contact Customer Service.

Covered outpatient Services include but are not limited to:

- Allergy testing and treatment materials.
- Cardiac rehabilitative therapy visits.

- Chemotherapy and radiation therapy Services.
- Diagnostic Services and scope insertion procedures, such as colonoscopy, endoscopy, and laparoscopy.
- Drugs, injectables, and radioactive materials used for therapeutic or diagnostic purposes, if they are administered to you at an In-Network Facility, Out-of-Network Facility, or during home visits, subject to the Kaiser Permanente drug formulary and exclusions described under the “Limited Outpatient Prescription Drugs and Supplies” section.
- Emergency department Services.
- Eye exams, including refraction exams.
- Gender Affirming Treatment.
- Internally implanted devices, including cochlear implants, except for internally implanted insulin pumps.
- Nurse treatment room visits to receive injections, including allergy injections.
- Outpatient surgery and other outpatient procedures, including interrupted pregnancy surgery performed in an outpatient setting.
- Primary care visits for internal medicine, gynecology, family medicine, and pediatrics.
- Respiratory therapy.
- Routine hearing exams.
- Specialty care visits (includes home births).
- Treatment for temporomandibular joint (TMJ) disorder.
- Urgent Care visits.
- Vasectomy.

## **Benefits for Inpatient Hospital Services**

We cover inpatient hospital Services to the extent that they are generally and customarily provided by acute care general hospitals. Additional types of inpatient Services are covered as described under other headings in this “Benefits” section.

Some inpatient Services may be subject to prior authorization from Company in accordance with Utilization Review criteria developed by Medical Group and approved by Company. For more information about Services that require Utilization Review, or to request a copy of the criteria for a specific condition or Service, please contact Customer Service.

Covered inpatient Services include but are not limited to:

- Anesthesia.
- Blood, blood products, blood storage, and their administration including the Services and supplies of a blood bank.
- Chemotherapy and radiation therapy Services.
- Dialysis Services (this benefit is subject to the benefit limitations described under “Dialysis Services” in this “Benefits” section).
- Drugs and radioactive materials used for therapeutic purposes, except for the types of drugs excluded under the “Limited Outpatient Prescription Drugs and Supplies” section.
- Durable Medical Equipment and medical supplies.
- Emergency detoxification.

- Gender Affirming Treatment.
- General and special nursing Services.
- In-Network Provider's or Out-of-Network Provider's Services, including consultation and treatment by Specialists.
- Internally implanted devices, including cochlear implants, except for internally implanted insulin pumps.
- Interrupted pregnancy surgery when performed in an inpatient setting.
- Laboratory, X-ray and other imaging, and special diagnostic procedures.
- Medical foods and formulas if Medically Necessary.
- Medical social Services and discharge planning.
- Operating and recovery rooms.
- Orthognathic surgery and supplies for treatment of temporomandibular joint (TMJ) disorder or injury, sleep apnea or congenital anomaly.
- Palliative care.
- Respiratory therapy.
- Room and board, including a private room if Medically Necessary.
- Specialized Services and critical care units.
- Temporomandibular joint (TMJ) disorder surgery for the treatment of TMJ disorders, subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company.
- Vasectomy.

### ***Additional Information about Certain Inpatient Services***

When you are receiving covered inpatient Services in an In-Network Facility, certain providers there may be Out-of-Network Providers. We will cover the inpatient Services you receive from Out-of-Network Providers at the same benefit level under which we are covering the facility Services.

For example, if you are receiving covered inpatient Services from a hospital that is an In-Network Facility, we will cover the Out-of-Network Provider's inpatient Services at the In-Network Provider benefit level and Cost Share.

### **Acupuncture Services**

We cover outpatient visits for acupuncture Services that are provided by an In-Network Provider or an Out-of-Network Provider in the provider's office.

East Asian medicine practitioners use acupuncture to influence the health of the body by the insertion of very fine needles. Acupuncture treatment is primarily used to relieve pain, reduce inflammation, and promote healing. Covered Services include:

- Evaluation and treatment.
- Acupuncture.
- Electro-acupuncture.

To locate an In-Network Provider, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw). If you need assistance searching for an In-Network Provider, or to verify the current participation status of a provider, or if you do not have access to the online directories, please contact Customer Service.

### **Self-referred Acupuncture Services**

We cover self-referred outpatient visits for acupuncture Services, up to the visit limit shown on your “Benefit Summary.” You do not need a referral or prior authorization.

### **Physician-referred Acupuncture Services**

We cover physician-referred outpatient visits for acupuncture Services when you receive a referral from your primary care provider. These Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. However, you do not need authorization for an initial evaluation and management visit and up to six treatment visits for a New Episode of Care.

### **Acupuncture Services Exclusions**

- Dermal friction technique.
- East Asian massage and tui na.
- Laserpuncture.
- Nambudripad allergy elimination technique (NAET).
- Point injection therapy.
- Qi gong.
- Services designed to maintain optimal health in the absence of symptoms.
- Sonopuncture.

### **Ambulance Services**

We cover licensed ambulance Services only when all of the following are true:

- Your condition requires the use of medical Services that only a licensed ambulance can provide.
- An In-Network Provider or Out-of-Network Provider determines that the use of all other means of transportation, whether or not available, would endanger your health.
- The ambulance transports you to or from a location where you receive covered Services, such as between a hospital and a Behavioral Health Emergency Services Provider.

Refer to “Emergency Services” in the “Emergency, Post-Stabilization, and Urgent Care” section for additional information about ambulance Services for an Emergency Medical Condition.

### **Ambulance Services Limitations**

We cover Out-of-Network non-emergency ambulance Services up to the benefit maximum shown in the “Benefit Summary” per Year.

### **Ambulance Services Exclusions**

- Transportation by car, taxi, bus, gurney van, wheelchair van, minivan, and any other type of transportation (other than a licensed ambulance), even if it is the only way to travel to a provider or facility.

### **Bariatric Surgery Services**

We cover inpatient and outpatient bariatric surgery procedures and related pre-surgery and post-surgery Services for clinically severe obesity in adults, subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. These Services are covered only when received from In-Network Providers and In-Network Facilities.

You may request Utilization Review criteria, and a list of the approved surgical procedures we cover when criteria is met, by calling Customer Service.

In addition to Utilization Review, you must meet one of the following requirements:

- You fully comply with the Kaiser Permanente Severe Obesity Evaluation and Management Program's contract for participation approved by Company; or,
- You receive the Service at a facility accredited by the Metabolic and Bariatric Surgery Accreditation and Quality Improvement Program (MBSAQIP).

## **Dialysis Services**

We cover two types of dialysis: hemodialysis and peritoneal dialysis. We cover dialysis Services for acute renal failure and end-stage renal disease.

You must satisfy all Utilization Review criteria developed by Medical Group and approved by Company.

You pay the Cost Share listed under "Dialysis Services" in the "Benefit Summary."

We cover treatment at outpatient dialysis facilities.

We also cover home dialysis. Coverage includes necessary equipment, training, and medical supplies.

If you receive dialysis Services as part of an inpatient hospital stay or at a skilled nursing facility that is an In-Network Facility, the Services will be covered according to your inpatient hospital or skilled nursing facility benefit.

## **External Prosthetic Devices and Orthotic Devices**

We cover External Prosthetic Devices and Orthotic Devices, subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company, when the following are true:

- The device is Medically Necessary to restore or maintain your ability to complete activities of daily living or essential job-related activities and is not solely for comfort or convenience.
- The device is required to replace all or part of an organ or extremity designated by CMS in the "L codes" of the Healthcare Common Procedure Coding System.

This coverage includes Services and supplies that are Medically Necessary for the effective use of an External Prosthetic Device or Orthotic Device, including formulating its design, fabrication, material and component selection, measurements, fittings, static and dynamic alignments, and patient instruction in the use of the device.

Internally implanted prosthetic and Orthotic Devices, such as pacemakers, intraocular lenses, cochlear implants, osseointegrated hearing devices, artificial hearts, artificial larynx, and hip joints, are not covered under this "External Prosthetic Devices and Orthotic Devices" benefit, but may be covered if they are implanted during a surgery that we are covering under another section of this "Benefits" section.

Covered External Prosthetic Devices and Orthotic Devices include but are not limited to:

- Compression garments for burns.
- Diabetic foot care appliances and therapeutic shoes and inserts to prevent and treat diabetes-related complications.
- External prostheses after a Medically Necessary mastectomy, including prostheses when Medically Necessary, and up to four brassieres required to hold a prosthesis every 12 months.
- Fitting and adjustments.
- Halo vests.



- Lymphedema wraps and garments.
- Maxillofacial prosthetic devices: coverage is limited to the least costly clinically appropriate treatment. We cover maxillofacial prosthetic devices if they are necessary for restoration and management of head and facial structures that cannot be replaced with living tissue and are defective because of disease, trauma, or birth and developmental deformities when this restoration and management are performed for the purpose of:
  - Controlling or eliminating infection;
  - Controlling or eliminating pain; or
  - Restoring facial configuration or functions such as speech, swallowing, or chewing, but not including cosmetic procedures rendered to improve the normal range of conditions.
- Ocular prosthesis.
- Prosthetic devices for treatment of temporomandibular joint (TMJ) conditions.
- Prosthetic devices required to replace all or part of an organ or extremity, but only if they also replace the function of the organ or extremity. This includes but is not limited to ostomy and urological supplies.
- Repair or replacement (unless due to loss or misuse).
- Rigid and semi-rigid Orthotic Devices required to support or correct a defective body part.
- Tracheotomy equipment.

We periodically update the list of approved External Prosthetic Devices and Orthotic Devices to keep pace with changes in medical technology and clinical practice. To find out if a particular prosthetic or orthotic device is on our approved list for your condition, please call Customer Service.

Coverage is limited to the standard External Prosthetic Device or Orthotic Device that adequately meets your medical needs. Our guidelines allow you to obtain non-standard devices (those not on our approved list for your condition) if we determine that the device meets all other coverage requirements, and Medical Group or a designated physician determines that the device is Medically Necessary and that there is no standard alternative that will meet your medical needs.

### ***External Prosthetic Devices and Orthotic Devices Exclusions***

- Comfort, convenience, or luxury equipment or features.
- Corrective Orthotic Devices such as items for podiatric use (such as shoes and arch supports, even if custom-made, except footwear described above for diabetes-related complications).
- Dental appliances and dentures.
- Internally implanted insulin pumps.
- Repair or replacement of External Prosthetic Devices and Orthotic Devices due to loss or misuse.

### **Fertility Services**

Covered fertility Services include:

- Consultation and evaluation of fertility status.
- Diagnostic imaging and laboratory tests, such as tests to rule out sexually transmitted diseases, hormone level tests, and semen analysis.
- Diagnostic laparoscopy or hysteroscopy.
- Other Medically Necessary diagnostic Services to determine if there is an underlying medical condition that may affect fertility.

Diagnostic Services may include both the individual and their partner; however, Services are covered only for the person who is the Member.

You may have additional coverage if your Group has purchased a “Fertility Treatment Services Rider.”

### **Fertility Services Exclusions**

- Fertility preservation.
- Inpatient and outpatient fertility treatment Services.
- Oral and injectable drugs prescribed for fertility treatment.
- Services related to conception by artificial means, such as intrauterine insemination (IUI), in vitro fertilization (IVF), ovum transplants, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), and artificial insemination.
- Services to reverse voluntary, surgically induced infertility.

### **Habilitative Services**

We cover inpatient and outpatient habilitative Services designed to help a person keep, learn, or improve skills and functioning for daily living. Examples include therapy for a child who is not walking or talking at the expected age. Services must be ordered or prescribed by a physician and may be obtained from an In-Network Provider or an Out-of-Network Provider.

Covered Services may include physical, occupational, speech, and aural therapy, and other Services for people with disabilities, and that:

- Take into account the unique needs of the individual.
- Target measurable, specific treatment goals appropriate for the person’s age, and physical and mental condition.

Inpatient habilitative Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. You may request Utilization Review criteria by calling Customer Service.

The “Benefit Summary” shows a visit or day maximum for habilitative Services. That visit or day maximum will be exhausted (used up) for a Year when the number of visits or days that we covered during the Year under this *EOC*, plus any visits or days we covered during the Year under any other evidence of coverage with the same group number printed on this *EOC*, add up to the visit or day maximum. After you reach the visit or day maximum, we will not cover any more visits or days for the remainder of the Year. Visit or day maximums do not apply to habilitative Services to treat mental health conditions covered under this *EOC*.

The following habilitative Services are covered as described under the “External Prosthetic Devices and Orthotic Devices” and “Outpatient Durable Medical Equipment (DME)” sections:

- Braces, splints, prostheses, orthopedic appliances and orthotic devices, supplies or apparatuses used to support, align, or correct deformities or to improve the function of moving parts.
- Durable Medical Equipment and mobility enhancing equipment used to serve a medical purpose, including sales tax.

### **Habilitative Services Exclusions**

- Activities that provide diversion or general motivation.
- Custodial care or services for individualized education program development.
- Daycare.

- Exercise programs for healthy individuals.
- Housing.
- Recreational activities.
- Respite care.
- Services and devices delivered pursuant to federal Individuals with Disabilities Education Act of 2004 (IDEA) requirements.
- Services solely for palliative purposes.
- Social services.
- Specialized job testing.

## Health Education Services

We cover a variety of health education Services to help you take an active role in improving and maintaining your health. These Services include:

- Diabetic counseling.
- Diabetic and other outpatient self-management training and education.
- Medical nutritional therapy for diabetes.
- Post coronary counseling and nutritional counseling.
- Tobacco use cessation.

If you receive health education Services during a primary care visit, you pay the primary care Cost Share shown in the “Benefit Summary.” If you receive health education Services during a specialty care visit, you pay the specialty care Cost Share shown in the “Benefit Summary.”

Some Health Education Services may also be covered under the “Preventive Care Services” section.

There are fees for some health education classes. For more information about in-person and online health education programs, see our *Healthy Living* catalog, call Customer Service, or visit [kp.org](http://kp.org) and select Health & Wellness. To register by phone, call 503-286-6816 or 1-866-301-3866 (toll-free) and select option 1.

## Hearing Instruments

We cover Medically Necessary Services for the treatment of hearing loss as described in this “Hearing Instruments” section. Hearing instruments means any wearable prosthetic instrument or device designed for aiding, improving, compensating for, or correcting defective human hearing, and any parts, attachments, or accessories necessary for the device to function, excluding batteries, cords, and assistive listening devices. Hearing instruments include bone conduction hearing devices, as an alternative to conventional hearing aids, when Medically Necessary.

Coverage includes the initial assessment, fitting, adjustment, auditory training, and ear molds as necessary to maintain optimal fit. We will cover these Services for Members who intend to obtain or have already obtained any hearing instrument, including an over-the-counter hearing instrument; however, we will not cover the over-the-counter hearing instrument itself.

For minors under 18 years of age, the benefits described in this “Hearing Instruments” section are available only after the Member has received medical clearance within the preceding six months from:

- An otolaryngologist for an initial evaluation of hearing loss; or
- A licensed physician, which indicates there has not been a substantial change in clinical status since the initial evaluation by an otolaryngologist.

We provide an allowance toward the price of a hearing instrument for each ear with hearing loss. The allowance amount is shown in the “Benefit Summary.” You do not have to use the allowances for both ears at the same time, but we will not provide the allowance for an ear if we have previously covered a hearing instrument for that ear within the same benefit period.

### **Hearing Instruments Exclusions**

- Assistive listening devices (for example, FM systems, cell phone or telephone amplifiers, and personal amplifiers designed to improve your ability to hear in a specific listening situation).
- Batteries, cords, cleaners, and moisture guards.
- Over-the-counter (non-prescription) hearing instruments.
- Repair of hearing instruments beyond the warranty period.
- Replacement of lost or broken hearing aids if you have exhausted (used up) your allowance.
- Replacement parts.

### **Home Health Services**

Home health Services are Services provided in the home by nurses, medical social workers, mental health and Substance Use Disorder professionals, home health aides, and physical, occupational, speech, and respiratory therapists. We cover home health Services, only if all of the following are true:

- You are substantially confined to your home (or to a place of temporary or permanent residence used as your home), or the Services are provided in lieu of Medically Necessary hospitalization.
- A physician determines that it is feasible to maintain effective supervision and control of your care in your home and that the Services can be safely and effectively provided in your home.
- You receive prior authorization from Company as described under “Prior Authorization Review Requirements” in the “How to Obtain Services” section.
- Services are provided through a licensed Home Health Agency.

The “Benefit Summary” shows a visit maximum for home health Services. That visit maximum will be exhausted (used up) for a Year when the visits that we have covered under this EOC, plus any visits we covered during the Year under any other evidence of coverage with the same group number printed on this EOC, add up to the visit maximum. After you reach the visit maximum, we will not cover any more visits for the remainder of the Year.

The following types of Services are covered in the home only as described under these headings in this “Benefits” section:

- “Dialysis Services.”
- “Mental Health Services.”
- “Outpatient Durable Medical Equipment (DME).”
- “Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures.”
- “Substance Use Disorder Services.”

### **Home Health Services Exclusions**

- “Meals on Wheels” or similar food Services.
- Nonmedical, custodial, homemaker or housekeeping type Services except by home health aides as ordered in the approved plan of treatment.
- Private duty or continuous nursing Services.

- Services designed to maintain optimal health in the absence of symptoms.
- Services not included in an approved plan of treatment.
- Services of a person who normally lives in the home or who is a member of the family.
- Services that an unlicensed family member or other layperson could provide safely and effectively in the home setting after receiving appropriate training. These Services are excluded even if we would cover the Services if they were provided by a qualified medical professional in a hospital or skilled nursing facility.
- Supportive environmental materials such as handrails, ramps, telephones, air conditioners, and similar appliances and devices.

## Hospice Services

Hospice is a specialized form of interdisciplinary care designed to provide palliative care to help alleviate your physical, emotional, and spiritual discomfort through the last phases of life due to a terminal illness. It also provides support to your primary caregiver and your family. When you choose hospice, you are choosing to receive palliative (comfort) care for pain and other symptoms associated with the terminal illness, but not to receive care to try to cure the terminal illness. You may change your decision to receive hospice Services at any time.

We cover hospice Services if all of the following requirements are met:

- A physician has diagnosed you with a terminal illness and determines that your life expectancy is six months or less.
- The Services are provided in your home (or a place of temporary or permanent residence used as your home).
- The Services are provided by a licensed and/or certified hospice agency.
- The Services are necessary for the palliation and management of your terminal illness and related conditions.

We cover the following hospice Services:

- Counseling and bereavement Services for up to one year.
- Outpatient Durable Medical Equipment provided at the same level as DME in an inpatient hospitalization setting.
- Home health aide Services.
- Medical social Services.
- Medication and medical supplies and appliances.
- Physician Services.
- Rehabilitative therapy Services for purposes of symptom control or to enable you to maintain activities of daily living.
- Services of volunteers.
- Short-term inpatient Services including respite care and care for pain control and acute and chronic symptom management.
- Skilled nursing Services, including assessment, evaluation, and case management of nursing needs, treatment for pain and symptom control, provision of emotional support to you and your family, and instruction to caregivers.

Hospice Services must be provided by a state licensed and/or certified hospice agency, but there is no requirement that Company approve the agency that provides the Services. You must receive prior authorization by Company for hospice Services. (See “Prior Authorization Review Requirements” in the “How to Obtain Services” section.)

## **Limited Dental Services**

We do not cover dental Services except as described below. Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. You may request these criteria by calling Customer Service.

### **Covered Dental Services**

We cover dental Services only as described below:

- Dental and orthodontic Services for the treatment of craniofacial anomalies if the Services are Medically Necessary to improve or restore function.
- Dental Services necessary for or resulting from medical treatment such as surgery on the jawbone and radiation treatment, limited to (a) emergency dental Services, or (b) extraction of teeth to prepare the jaw for radiation treatments of neoplastic disease.
- Dental Services for Members who are potential transplant recipients and require Medically Necessary pre-transplant dental evaluation and clearance before being placed on the waiting list for a covered transplant. Covered Services are routine dental Services necessary to ensure the oral cavity is clear of infection, and may include oral examination, dental x-rays, prophylaxis (dental cleaning), fluoride treatment, fillings, and dental extractions. In the case of urgent transplantation, we will cover these Services when performed post-transplant.
- General anesthesia and associated hospital or ambulatory surgical facility Services in conjunction with non-covered dental Services when Medically Necessary for Members who:
  - Have a medical condition that your In-Network Provider or Out-of-Network Provider determines would place you at undue risk if the dental procedure were performed in a dental office; or
  - Are children under age seven, or are physically or developmentally disabled, with a dental condition that cannot be safely and effectively treated in a dental office.

Covered Services may be provided by a licensed dentist or other person who is regulated under state law to practice dental or dental-related Services or otherwise practicing dental care Services consistent with state law, including an expanded practice dental hygienist, denturist, pediatric dental assistant, registered nurse, or advanced registered nurse practitioner. You pay any Cost Share you would pay if the Services were not related to a covered dental Service.

### **Limited Dental Services Exclusions**

The following dental Services are not covered, except where specifically noted to the contrary in this *EOC*:

- Dental appliances and dentures.
- Dental implants.
- Extraction of teeth, except as described above in the “Covered Dental Services” section.
- Hospital Services for dental care, except as described above in the “Covered Dental Services” section.
- Orthodontics, except as described above in the “Covered Dental Services” section.
- Routine or preventive dental Services.
- Services to correct malocclusion.

## Limited Outpatient Prescription Drugs and Supplies

We cover limited outpatient prescription drugs and supplies as described in this “Limited Outpatient Prescription Drugs and Supplies” section. You may fill your prescriptions at a Kaiser Permanente Pharmacy or a MedImpact Pharmacy. If you use a MedImpact Pharmacy you may have a higher Cost Share.

You may have additional coverage if your Group has purchased an “Outpatient Prescription Drug Rider.”

### At Kaiser Permanente Pharmacies

Covered drugs and supplies must be prescribed by an In-Network Provider or an Out-of-Network Provider, or any other licensed provider, including a dentist, in accordance with the Kaiser Permanente drug formulary guidelines and prior authorization and step therapy prescribing criteria. Over-the-counter contraceptive drugs, devices, and products approved by the FDA, do not require a prescription in order to be covered.

You must obtain drugs and supplies at a Kaiser Permanente Pharmacy (including the Kaiser Permanente Mail-Order Pharmacy). For a directory of Kaiser Permanente Pharmacies, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw), or contact Customer Service.

### At MedImpact Pharmacies

Covered drugs and supplies must be prescribed by an In-Network Provider or an Out-of-Network Provider, or any other licensed provider, including a dentist, in accordance with our prior authorization and step therapy prescribing criteria. Over-the-counter contraceptive drugs, devices, and products, approved by the U.S. Food and Drug Administration (FDA), do not require a prescription in order to be covered.

You must obtain drugs and supplies at a MedImpact Pharmacy (including MedImpact Mail-Order). For a directory of MedImpact Pharmacies, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw), or contact Customer Service.

### Covered Drugs and Supplies

Items covered under this “Limited Outpatient Prescription Drugs and Supplies” benefit include:

- Certain preventive medications (including, but not limited to, aspirin, fluoride, liquid iron for children ages 6 to 12 months at risk for anemia, and tobacco cessation drugs) according to, and as recommended by, the USPSTF, when obtained with a prescription order.
- Certain self-administered IV drugs, fluids, additives, and nutrients that require specific types of parenteral-infusion (such as IV or intraspinal-infusion) for up to a 30-day supply, including the supplies and equipment required for their administration.
- Drugs, injectables, and radioactive materials used for therapeutic or diagnostic purposes, if they are administered to you in an In-Network Facility or an Out-of-Network Facility, or by an In-Network Provider or an Out-of-Network Provider during home visits. We cover these items upon payment of the administered medications Cost Share shown under “Outpatient Services” in the “Benefit Summary.”
- Drugs prescribed for an indication if the FDA has not approved the drug for that indication (off-label drugs) are covered only if the Regional Formulary and Therapeutics Committee determines that the drug is recognized as effective for that use (i) in one of the standard reference compendia, or (ii) in the majority of relevant peer-reviewed medical literature, or (iii) by the Secretary of the U.S. Department of Health and Human Services.
- FDA approved prescription and over-the-counter contraceptive drugs and devices including injectable contraceptives and internally implanted time-release contraceptive drugs, emergency contraceptives, spermicide, and contraceptive devices such as condoms, intrauterine devices, diaphragms, and cervical caps. You may receive a 12-month supply of a contraceptive drug at one time, unless you request a smaller supply or the prescribing provider determines that you must receive a smaller supply. We may limit the covered refill amount in the last quarter of the Year if we have previously covered a 12-month supply of the contraceptive drug within the same Year.

- Glucagon emergency kits, insulin, ketone test strips for urine-testing, blood glucose test strips, and disposable needles and syringes when prescribed for the treatment of diabetes. We cover additional diabetic equipment and supplies, including lancets and injection aids, under the “Outpatient Durable Medical Equipment (DME)” section and the “External Prosthetic Devices and Orthotic Devices” section.
- Self-administered chemotherapy medications used for the treatment of cancer.
- Prescription medications purchased in a foreign country when associated with an Emergency Medical Condition.

If you receive these drugs or supplies during the course of receiving covered medical Services at an In-Network Facility or an Out-of-Network Facility, your provider’s claim for professional Services will include these drugs or supplies. If you purchase these drugs or supplies from a Kaiser Permanente Pharmacy or a MedImpact Pharmacy, you will pay the applicable Cost Share shown under “Limited Outpatient Prescription Drugs and Supplies” in the “Benefit Summary.”

These limited drugs and supplies are available to you even if your Group has not purchased additional drug coverage. If your Group has purchased additional drug coverage, the limited drugs and supplies listed in this “Limited Outpatient Prescription Drugs and Supplies” section are not covered under it.

### **Day Supply Limit**

The prescribing provider determines how much of a drug or supply to prescribe. For purposes of day supply coverage limits, the prescribing provider determines the amount of a drug or supply that constitutes a Medically Necessary 30-day (or any other number of days) supply for you. When you pay the applicable Cost Share shown in the “Benefit Summary,” you will receive the prescribed supply up to the day supply limit. If you wish to receive more than the covered day supply limit, then you must pay Charges (at a Kaiser Permanente Pharmacy) or full price (at a MedImpact Pharmacy) for any prescribed quantity that exceeds the day supply limit, unless due to medication synchronization, in which case we will adjust the applicable Copayment for the quantity that exceeds the day supply limit.

You may receive a 12-month supply of a contraceptive drug at one time, unless you request a smaller supply or the prescribing provider determines that you must receive a smaller supply. We may limit the covered refill amount in the last quarter of the Year if we have previously covered a 12-month supply of the contraceptive drug within the same Year.

### **How to Get Covered Drugs or Supplies**

You may fill your prescriptions at a Kaiser Permanente Pharmacy or a MedImpact Pharmacy, though your Cost Share will differ depending on which type of pharmacy you choose. A MedImpact Pharmacy is a pharmacy that contracts directly with MedImpact. You may contact Customer Service for information about finding a MedImpact Pharmacy.

### **At Kaiser Permanente Pharmacies**

Kaiser Permanente Pharmacies are located in many facilities owned or operated by Kaiser Permanente. To find a Kaiser Permanente Pharmacy, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw), or contact Customer Service.

Kaiser Permanente Pharmacies include the Kaiser Permanente Mail-Order Pharmacy. This pharmacy offers postage-paid delivery to addresses in Oregon and Washington. Some drugs and supplies are not available through the Kaiser Permanente Mail-Order Pharmacy, for example drugs that require special handling or refrigeration, or are high cost. Drugs and supplies available through the Kaiser Permanente Mail-Order Pharmacy are subject to change at any time without notice.

If you would like to use the Kaiser Permanente Mail-Order Pharmacy, call 1-800-548-9809 or order online at [kp.org/refill](http://kp.org/refill).



## **At MedImpact Pharmacies**

MedImpact Pharmacies are located across the United States. You may contact MedImpact customer service for information on finding a MedImpact Pharmacy at 1-800-788-2949, 24 hours a day, seven days per week, or visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw). Please note: The pharmacies that are owned and operated by Kaiser Permanente are not part of MedImpact Pharmacy network.

## **About the Kaiser Permanente Drug Formulary (Kaiser Permanente Pharmacies Only)**

The Kaiser Permanente drug formulary is a list of drugs that the Kaiser Permanente Regional Formulary and Therapeutics Committee has reviewed and approved for our Members and includes drugs covered under this EOC. Drugs on the formulary have been approved by the FDA.

The Kaiser Permanente Regional Formulary and Therapeutics Committee is made up of Kaiser Permanente Physicians, Kaiser Permanente Providers, pharmacists, and administrative staff. The committee chooses drugs for the formulary based on several factors, including safety and effectiveness as determined from a review of the scientific literature. They may not approve a drug if there is not enough scientific evidence that it is clinically effective. They may also exclude a drug if it does not have a clinical or cost advantage over comparable formulary drugs.

The Regional Formulary and Therapeutics Committee meets to review new drugs and reconsider drugs currently on the market. After this review, they may add drugs to the formulary or remove drugs from it. If a drug is removed from the formulary, you will need to switch to another comparable drug that is on the Kaiser Permanente drug formulary, unless your old drug meets exception criteria. Refer to the “Drug Formulary Exception Process” in this section for more information.

We will not require the substitution of a non-preferred drug with a preferred drug in a given therapeutic class or increase the Cost Share within the Year, if the prescription is for the refill of a drug prescribed to treat a serious mental illness, the Member is medically stable on the drug, and a prescribing provider continues to prescribe the drug.

When a drug is removed from the formulary, we will notify Members who filled a prescription for the drug at a Kaiser Permanente Pharmacy within the prior three months. If a formulary change affects a prescription drug you are taking, we encourage you to discuss any questions or concerns with your prescribing provider or another member of your health care team.

To see if a drug or supply is on the Kaiser Permanente drug formulary, go online to [kp.org/formulary](http://kp.org/formulary). You may also call the Formulary Application Services Team (FAST) at 503-261-7900 or toll-free at 1-888-572-7231. If you would like a copy of the Kaiser Permanente drug formulary or additional information about the formulary process, please call Customer Service. The presence of a drug on the Kaiser Permanente drug formulary does not necessarily mean that your provider will prescribe it for a particular medical condition.

If an In-Network Provider (who is not a Kaiser Permanente Provider) or an Out-of-Network Provider prescribes a drug or supply that the Kaiser Permanente drug formulary does not list for your condition, your options include:

- Asking a Kaiser Permanente Pharmacy to contact your prescribing provider to see if your prescription can be changed to a drug or supply that the Kaiser Permanente drug formulary lists for your condition.
- Making an appointment for a Kaiser Permanente Provider to evaluate your medical condition. The Kaiser Permanente Provider may prescribe a drug or supply that the Kaiser Permanente drug formulary lists for your condition. If the Kaiser Permanente Provider prescribes a drug or supply that the Kaiser Permanente drug formulary does not list for your condition, they may request a formulary exception (see the “Drug Formulary Exception Process” section).
- Getting the drug or supply from a MedImpact Pharmacy.

## **Drug Formulary Exception Process**

The Kaiser Permanente drug formulary guidelines include an exception process that is available when a Kaiser Permanente Provider or any licensed dentist prescribes a drug or supply that the Kaiser Permanente drug formulary does not list for your condition, if the law requires the item to bear the legend “Rx only.” The exception process is not available for drugs and supplies that the law does not require to bear this legend.

An In-Network Provider, Out-of-Network Provider, or any licensed dentist may request an exception if they determine that the non-formulary drug or supply is Medically Necessary. We will make a coverage determination within 72 hours of receipt for standard requests and within 24 hours of receipt for expedited requests. A request may be expedited if you are experiencing a health condition that may seriously jeopardize your life, health, or ability to regain maximum function, or when you are undergoing a current course of treatment using a nonformulary drug.

If the information provided is not sufficient to approve or deny the request, we will notify your prescribing provider that additional information is required in order to make a determination. This additional information will be due within five calendar days for standard requests or two business days for expedited requests.

After we receive the first piece of information (including documents) we requested, we will make a decision and send notification within four calendar days (for standard requests) or two days (for expedited requests), or by the deadline for receiving the information, whichever is sooner.

We will approve the exception if all of the following requirements are met:

- We determine that the drug or supply meets all other coverage requirements except for the fact that the Kaiser Permanente drug formulary does not list it for your condition.
- Medical Group or a designated physician makes the following determinations:
  - The drug or supply is Medically Necessary because you are allergic to, or intolerant of, or have experienced treatment failure with, any alternative drugs or supplies that the Kaiser Permanente drug formulary lists for your condition.
  - Your condition meets any additional requirements that the Regional Formulary and Therapeutics Committee has approved for the drug or supply. For this drug or supply, the pharmacy can provide a copy of the additional criteria upon request. In some cases, there may be a short delay in filling your prescription while your information is being reviewed.

If we approve an exception through this exception process, then we will cover the drug or supply at the applicable Cost Share shown in the “Benefit Summary.”

If we do not approve the formulary exception request, we will send you a letter informing you of that decision. You may request a review by an independent review organization. The process is explained in our denial letter and under “External Review” in the “Grievances, Claims, Appeals, and External Review” section.

## **Your Prescription Drug Rights**

You have the right to safe and effective pharmacy Services. You also have the right to know what drugs are covered under this Plan and the limits that apply. If you have a question or a concern about your prescription drug benefits, please contact Customer Service or visit us online at [kp.org](http://kp.org).

If you would like to know more about your rights, or if you have concerns about your Plan you may contact the Washington State Office of Insurance Commissioner at 1-800-562-6900 or [www.insurance.wa.gov](http://www.insurance.wa.gov). If you have a concern about the pharmacists or pharmacies serving you, please contact the Washington State Department of Health at 360-236-4700, [www.doh.wa.gov](http://www.doh.wa.gov), or [HSQACSC@doh.wa.gov](mailto:HSQACSC@doh.wa.gov).

## **Limited Outpatient Prescription Drugs and Supplies Exclusions**

- Any packaging, such as blister or bubble repackaging, other than the dispensing pharmacy’s standard packaging.

- Drugs prescribed for an indication if the FDA has determined that use of that drug for that indication is contraindicated.
- Drugs and supplies that are available without a prescription, even if the non-prescription item is in a different form or different strength (or both), except that this exclusion does not apply to non-prescription drugs or supplies described in the “Covered Drugs and Supplies” section.
- Drugs that the FDA has not approved.
- Drugs used to enhance athletic performance.
- Extemporaneously compounded drugs unless the formulation is approved by the Regional Formulary and Therapeutics Committee.
- Injectable drugs that are self-administered (except insulin).
- Nutritional supplements.
- Replacement of drugs and supplies due to loss, damage, or carelessness.
- The following are excluded, but you may have coverage for them if your Group purchased an “Outpatient Prescription Drug Rider”:
  - Prescription drugs and supplies that are dispensed on an outpatient basis, except those listed under “Covered Drugs and Supplies” of this “Limited Outpatient Prescription Drugs and Supplies” section
  - Drugs prescribed for fertility treatment.
  - Drugs used for the treatment or prevention of sexual dysfunction disorders.
  - Drugs used in weight management.

## **Maternity and Newborn Care**

We cover the following maternity and newborn care Services:

- Prenatal care visits and postpartum visits.
- Maternity hospital care for mother and baby, including Services for complications of pregnancy.
- Vaginal or cesarean childbirth delivery in a hospital or in a birth center, including facility fees.
- Home childbirth Services when provided by an In-Network Provider or an Out-of-Network Provider, including Medically Necessary supplies for a home birth, for low risk pregnancies.
- Newborn medical Services following birth and initial physical exam.
- Newborn PKU test.
- Medically Necessary donor human milk for inpatient use for infants who are medically or physically unable to receive maternal human milk or participate in breastfeeding or whose mother is medically or physically unable to produce maternal human milk.

We will not limit the length of a maternity hospital stay for a mother and baby to less than 48 hours for vaginal delivery and 96 hours for a cesarean section delivery. The length of inpatient stay is determined by an attending In-Network Provider or Out-of-Network Provider, in consultation with the mother. Our policy complies with the federal Newborns’ and Mothers’ Health Protection Act of 1996 (NMHPA).

Newborns are covered from the moment of birth for the first 21 days of life and are subject to their own Cost Share. In order for coverage to continue beyond this 21-day period, you must follow the rules for adding Dependents as described under “Adding New Dependents to an Existing Account” in the “When You Can Enroll and When Coverage Begins” section.

Certain maternity Services, such as screening for gestational diabetes and breastfeeding equipment, supplies, counseling, and support, are covered under the “Preventive Care Services” section. Outpatient Services for laboratory, X-ray, imaging, and special diagnostic procedures are covered under the “Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures” section.

### **Maternity and Newborn Care Exclusions**

- Home birth Services provided by family.

### **Medical Foods and Formula**

We cover the following Medically Necessary medical foods and formula subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company:

- Elemental formula for the treatment of eosinophilic gastrointestinal associated disorder.
- Enteral formula for home treatment of severe intestinal malabsorption when the formula comprises the sole or essential source of nutrition.
- Medical foods and formula necessary for the treatment of phenylketonuria (PKU), specified inborn errors of metabolism, or other metabolic disorders.

### **Mental Health Services**

We cover mental health Services as found in the current edition of the *Diagnostic and Statistical Manual of Mental Disorders (DSM)*, published by the American Psychiatric Association, including Services for treatment of eating disorders when associated with a diagnosis of a DSM categorized mental health condition.

Some mental health Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. You may request the criteria by calling Customer Service. Some mental health Services require prior authorization by Company. See the “Prior Authorization Review Requirements” section.

The benefits described in this “Mental Health Services” section comply with the Mental Health Parity and Addiction Equity Act.

### **Outpatient Services**

We cover individual office visits, group therapy visits, partial hospitalization, and intensive outpatient visits for mental health.

We cover mental health Services provided in a skilled nursing facility, when all of the following are true:

- You are substantially confined to a skilled nursing facility in lieu of Medically Necessary hospitalization.
- Your In-Network Provider or Out-of-Network Provider determines that it is feasible to maintain effective supervision and control of your care in a skilled nursing facility and that the Services can be safely and effectively provided in a skilled nursing facility.
- You receive prior authorization from Company in accordance with Utilization Review criteria developed by Medical Group and approved by Company.

We cover in-home mental health Services, when all of the following are true:

- You are substantially confined to your home (or a friend’s or relative’s home), or the care is provided in lieu of Medically Necessary hospitalization.
- Your In-Network Provider or Out-of-Network Provider determines that it is feasible to maintain effective supervision and control of your care in your home and that the Services can be safely and effectively provided in your home.

- You receive prior authorization from Company in accordance with Utilization Review criteria developed by Medical Group and approved by Company.

### ***Inpatient Hospital Services***

We cover inpatient hospital Services for mental health, including drugs that are prescribed as part of your plan of care and administered to you by medical personnel in the inpatient facility. Prior authorization is not required for Members who are involuntarily committed and subsequently treated in a state hospital.

### ***Residential Services***

We cover residential Services in a residential facility, including drugs that are prescribed as part of your plan of care and administered to you by medical personnel in the residential facility.

### ***Psychological Testing***

If, in the professional judgment of an In-Network Provider or Out-of-Network Provider, you require psychological testing as part of diagnostic evaluation, prescribed tests are covered in accord with this “Mental Health Services” section. We do not cover court-ordered testing or testing for ability, aptitude, intelligence, or interest, unless Medically Necessary.

### **Naturopathic Medicine**

We cover outpatient visits for naturopathic medicine Services when provided by an In-Network Provider or an Out-of-Network Provider in the provider’s office. You do not need a referral or prior authorization.

Naturopathic medicine is a natural approach to health and healing which emphasizes a holistic approach to the diagnosis, treatment and prevention of illness. Naturopathic physicians diagnose and treat patients by using natural modalities such as clinical nutrition, herbal medicine, and homeopathy.

Covered Services include:

- Evaluation and management.
- Health condition related treatments.
- Physical therapy modalities such as hot and cold packs.

To locate an In-Network Provider, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw). If you need assistance searching for an In-Network Provider, or to verify the current participation status of a provider, or if you do not have access to the online directories, please contact Customer Service.

### **Outpatient Durable Medical Equipment (DME)**

We cover outpatient Durable Medical Equipment (DME) subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. DME must be for use in your home (or a place of temporary or permanent residence used as your home).

When you receive DME in a home health setting in lieu of hospitalization, DME is covered at the same level as if it were received in an inpatient hospital care setting.

We decide whether to rent or purchase the DME, and we select the vendor. We also decide whether to repair, adjust, or replace the DME item when necessary.

Covered DME includes but is not limited to the following:

- Bilirubin lights.
- CADD (continuous ambulatory drug delivery) pumps.
- Diabetic equipment and supplies including external insulin pumps, infusion devices, blood glucose monitors, continuous glucose monitors, lancets, and injection aids.

- Enteral pumps and supplies.
- Home ultraviolet light therapy equipment for treatment of certain skin conditions such as cutaneous lymphoma, eczema, psoriasis, and scleroderma.
- Osteogenic bone stimulators.
- Osteogenic spine stimulators.
- Oxygen and oxygen supplies.
- Peak flow meters.
- Ventilators.
- Wheelchairs.

We periodically update the list of approved DME items to keep pace with changes in medical technology and clinical practice. To find out if a particular DME item is on our approved list for your condition, please call Customer Service.

Coverage is limited to the standard DME item that adequately meets your medical needs. Our guidelines allow you to obtain non-standard DME items (those not on our approved list for your condition) if we determine that the item meets all other coverage requirements, and Medical Group or a designated physician determines that the item is Medically Necessary and that there is no standard alternative that will meet your medical needs.

### ***Outpatient Durable Medical Equipment (DME) Exclusions***

- Comfort, convenience, or luxury equipment or features.
- Devices for testing blood or other body substances unless specifically listed as covered in this “Outpatient Durable Medical Equipment (DME)” section.
- Exercise or hygiene equipment.
- Modifications to your home or car.
- More than one corrective appliance or artificial aid or item of DME, serving the same function or the same part of the body, except for necessary repairs, adjustments, and replacements as specified in this “Outpatient Durable Medical Equipment (DME)” section.
- Non-medical items, such as sauna baths or elevators.
- Repair or replacement of DME items due to loss or misuse.
- Spare or duplicate use DME.

### **Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures**

We cover outpatient laboratory, X-ray, imaging, and special diagnostic procedures. Some Services, such as preventive screenings and routine mammograms, are not covered under this “Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures” benefit but may be covered under the “Preventive Care Services” section.

#### ***Laboratory, X-ray, and Imaging***

We cover outpatient laboratory, X-ray, and imaging Services. Covered outpatient laboratory, X-ray, and imaging Services include, but are not limited to:

- Bone density scan (DEXA scan).
- Cardiovascular testing.
- Cultures.

- Diagnostic and supplemental breast imaging, including diagnostic mammography, digital breast tomosynthesis (3-D mammography), breast MRI, or breast ultrasound that is used to:
  - Evaluate an abnormality.
  - Screen for breast cancer when there is no abnormality seen or suspected, and is based on personal or family medical history, or additional factors that may increase the individual’s risk of breast cancer.
- Glucose tolerance.
- X-ray.
- Ultrasound imaging.
- Urinalysis.

### **Special Diagnostic Procedures**

Special diagnostic procedures may or may not involve radiology or imaging technology. Some special diagnostic Services may be subject to a higher Cost Share, as shown in the “Benefit Summary.” Covered special diagnostic procedures include, but are not limited to:

- CT scans.
- MRI.
- Nerve conduction studies.
- PET scans.
- Pulmonary function studies.
- Sleep studies.

You must receive prior authorization by Company for MRI, CT scans, PET scans, and bone density/DEXA scans. (See “Prior Authorization Review Requirements” in the “How to Obtain Services” section.)

### **Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures Limitations**

Covered genetic testing Services are limited to preconception and prenatal testing for detection of congenital and heritable disorders, and testing for the prediction of high-risk occurrence or reoccurrence of disease when Medically Necessary. These Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company.

### **Reconstructive Surgery Services**

We cover inpatient and outpatient reconstructive surgery Services as indicated below, subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company.

- To correct significant disfigurement resulting from an injury or from Medically Necessary surgery.
- To correct a congenital defect, disease, or anomaly in order to produce significant improvement in physical function.
- To treat congenital hemangioma known as port wine stains on the face.

Members who have undergone mastectomy are entitled to certain benefits under the Women’s Health and Cancer Rights Act of 1998 (WHCRA). “Mastectomy” means the surgical removal of breast tissue and breast lumps due to malignancy or suspected malignancy. We cover:

- All stages of reconstruction of the breast on which a mastectomy was performed, including but not limited to nipple reconstruction, skin grafts, and stippling of the nipple and areola.
- Surgery and reconstruction of the other breast to produce a symmetrical appearance.

- Mastectomy-related prostheses.
- Treatment of physical complications of the mastectomy, including lymphedemas.
- Inpatient care related to the mastectomy and post-mastectomy Services.

Mastectomy-related prosthetics and Orthotic Devices are covered under and subject to the “External Prosthetic Devices and Orthotic Devices” section.

## **Rehabilitative Therapy Services**

We cover inpatient and outpatient physical, massage (soft tissue mobilization), occupational, and speech therapy Services, when prescribed by an In-Network Provider or an Out-of-Network Provider, subject to the benefit descriptions and limitations contained in this “Rehabilitative Therapy Services” section. Covered Services include treatment of neurodevelopmental conditions to restore and/or improve function, or to provide maintenance for conditions which, in the judgment of your In-Network Provider or Out-of-Network Provider, would result in significant deterioration without the treatment.

These Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. However, you do not need authorization for an initial evaluation and management visit and up to six treatment visits for physical, massage (soft tissue mobilization), occupational, and speech therapy Services for a New Episode of Care.

### **Outpatient Rehabilitative Therapy Services**

We cover outpatient rehabilitative therapy Services for the treatment of conditions which, in the judgment of an In-Network Provider or an Out-of-Network Provider, will show sustainable, objective, measurable improvement as a result of the prescribed therapy. Prescribed outpatient therapy Services must receive prior authorization as described under “Prior Authorization Review Requirements” in the “How to Obtain Services” section.

The “Benefit Summary” shows a visit maximum for each rehabilitative therapy Service. That visit maximum will be exhausted (used up) for the Year when the number of visits that we covered during the Year under this EOC, plus any visits we covered during the Year under any other evidence of coverage with the same group number printed on this EOC add up to the visit maximum. After you reach the visit maximum, we will not cover any more visits for the remainder of the Year. This limitation does not apply to inpatient hospital Services, or to outpatient rehabilitative therapy Services to treat mental health conditions covered under this EOC.

### **Outpatient Rehabilitative Therapy Services Limitations**

- Physical therapy, massage therapy (soft tissue mobilization), and occupational therapy Services are covered as Medically Necessary to restore or improve functional abilities when physical and/or sensory perceptual impairment exists due to injury, illness, stroke, or surgery.
- Speech therapy Services are covered as Medically Necessary for speech impairments of specific organic origin such as cleft palate, or when speech, language, or the swallowing function is lost due to injury, illness, stroke, or surgery.
- Therapy Services do not include maintenance therapy for chronic conditions except for neurodevelopmental conditions.

### **Inpatient Rehabilitative Therapy Services**

We cover inpatient rehabilitative therapy Services for the treatment of conditions which, in the judgment of an In-Network Provider or an Out-of-Network Provider, will show sustainable, objective, measurable improvement as a result of the prescribed therapy. Prescribed inpatient therapy Services must receive prior



authorization as described under “Prior Authorization Review Requirements” in the “How to Obtain Services” section.

### **Rehabilitative Therapy Services Exclusions**

- Services designed to maintain optimal health in the absence of symptoms.

### **Services Provided in Connection with Clinical Trials**

We cover Services you receive in connection with a clinical trial if all of the following conditions are met:

- We would have covered the Services if they were not related to a clinical trial.
- You are eligible to participate in the clinical trial according to the trial protocol with respect to treatment of cancer or other life-threatening condition (a condition from which the likelihood of death is probable unless the course of the condition is interrupted), as determined in one of the following ways:
  - An In-Network Provider or an Out-of-Network Provider makes this determination.
  - You provide us with medical and scientific information establishing this determination.
  - If any In-Network Providers or Out-of-Network Providers participate in the clinical trial and will accept you as a participant in the clinical trial, you must participate in the clinical trial through an In-Network Provider or Out-of-Network Provider unless the clinical trial is outside the state where you live.
- The clinical trial is a phase I, phase II, phase III, or phase IV clinical trial related to the prevention, detection, or treatment of cancer or other life-threatening condition and it meets one of the following requirements:
  - The study or investigation is conducted under an investigational new drug application reviewed by the U.S. Food and Drug Administration (FDA).
  - The study or investigation is a drug trial that is exempt from having an investigational new drug application.
  - The study or investigation is approved or funded by at least one of the following:
    - The National Institutes of Health.
    - The Centers for Disease Control and Prevention.
    - The Agency for Health Care Research and Quality.
    - The Centers for Medicare & Medicaid Services.
    - A cooperative group or center of any of the above entities or of the Department of Defense or the Department of Veterans Affairs.
    - A qualified non-governmental research entity identified in the guidelines issued by the National Institutes of Health for center support grants.
    - The Department of Veterans Affairs or the Department of Defense or the Department of Energy, but only if the study or investigation has been reviewed and approved through a system of peer review that the U.S. Secretary of Health and Human Services determines meets all of the following requirements:
      - It is comparable to the National Institutes of Health system of peer review of studies and investigations.
      - It assures unbiased review of the highest scientific standards by qualified people who have no interest in the outcome of the review.

For covered Services related to a clinical trial, you will pay the Cost Share you would pay if the Services were not related to a clinical trial. For example, see “Inpatient Hospital Services” in the “Benefit Summary” for the Cost Share that applies to hospital inpatient care.

### **Services Provided in Connection with Clinical Trials Exclusions**

- The investigational Service.
- Services provided solely for data collection and analysis and that are not used in your direct clinical management.

### **Skilled Nursing Facility Services**

We cover skilled inpatient Services in a licensed skilled nursing facility, including drugs that are prescribed as part of your plan of care and administered to you by medical personnel in the facility. The skilled inpatient Services must be those customarily provided by skilled nursing facilities. These Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company.

When your benefit has a day maximum, the “Benefit Summary” shows a day maximum for skilled nursing facility Services. That day maximum will be exhausted (used up) for a Year when the number of days that we covered during the Year under this *EOC*, plus any days we covered during the Year under any other evidence of coverage with the same group number printed on this *EOC*, add up to the day maximum. After you reach the day maximum, we will not cover any more days for the remainder of the Year.

We cover the following:

- Blood, blood products, blood storage, and their administration including the Services and supplies of a blood bank.
- Dialysis Services.
- DME Services.
- Medical and biological supplies.
- Medical social Services.
- Nursing Services.
- Rehabilitative therapy Services.
- Room and board.

### **Spinal and Extremity Manipulation Therapy Services**

We cover outpatient visits for Spinal and Extremity Manipulation therapy Services when provided by an In-Network Provider or an Out-of-Network Provider in the provider’s office. Covered Services include:

- Evaluation and management.
- Diagnostic radiology.
- Musculoskeletal treatments.
- Hot and cold packs.
- Treatment for the onset of an illness or injury, aggravation of an illness or injury, and the exacerbation of an illness or injury.

To locate an In-Network Provider, visit [kp.org/choiceproducts/nw](http://kp.org/choiceproducts/nw). If you need assistance searching for an In-Network Provider, or to verify the current participation status of a provider, or if you do not have access to the online directory, please contact Customer Service.

## **Self-referred Spinal and Extremity Manipulation Therapy Services**

We cover self-referred outpatient visits for Spinal and Extremity Manipulation therapy Services, up to the visit limit shown on your “Benefit Summary.” You do not need a referral or prior authorization.

## **Physician-referred Spinal and Extremity Manipulation Therapy Services**

We cover physician-referred outpatient visits for Spinal and Extremity Manipulation therapy Services when you receive a referral from your primary care provider. These Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. However, you do not need authorization for an initial evaluation and management visit and up to six treatment visits for a New Episode of Care.

## **Spinal and Extremity Manipulation Therapy Services Exclusions**

- Dermal friction technique.
- East Asian massage and tui na.
- Nambudripad allergy elimination technique (NAET).
- Qi gong.
- Services designed to maintain optimal health in the absence of symptoms.
- Sonopuncture.

## **Substance Use Disorder Services**

We cover Substance Use Disorder Services as found in the current edition of the *Diagnostic and Statistical Manual of Mental Disorders (DSM)*, published by the American Psychiatric Association, including medical treatment for withdrawal symptoms (including methadone maintenance) and acupuncture treatment for Substance Use Disorder. Acupuncture visit limits do not apply to acupuncture treatment for Substance Use Disorder.

Services are subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company. You may request the criteria by calling Customer Service.

The benefits described in this “Substance Use Disorder Services” section comply with the Mental Health Parity and Addiction Equity Act.

You do not need to obtain prior authorization for the following Substance Use Disorder Services:

- Emergency detoxification for medical conditions associated with acute alcohol, drug, or other substance abuse.
- Substance Use Disorder treatment Services provided in a behavioral health agency licensed or certified in the state of Washington, limited to:
  - The first two business days of inpatient or residential Services.
  - The first three business days of withdrawal management Services.

Additional Services require prior authorization as described under “Prior Authorization Review Requirements” in the “How to Obtain Services” section.

## **Outpatient Services for Substance Use Disorder**

We cover individual office visits, group therapy visits and home visits for Substance Use Disorder.

We cover in-home Substance Use Disorder Services, when all of the following are true:

- You are substantially confined to your home (or a friend’s or relative’s home), or the care is provided in lieu of Medically Necessary hospitalization.

- Your In-Network Provider or Out-of-Network Provider determines that it is feasible to maintain effective supervision and control of your care in your home and that the Services can be safely and effectively provided in your home.
- You receive prior authorization from Company in accordance with Utilization Review criteria developed by Medical Group and approved by Company.

### ***Inpatient Hospital Services for Substance Use Disorder***

We cover inpatient hospital Services for Substance Use Disorder, including drugs that are prescribed as part of your plan of care and administered to you by medical personnel in the inpatient facility.

### ***Residential Services***

We cover residential Services in a residential program, including drugs that are prescribed as part of your plan of care and administered to you by medical personnel in the residential facility.

### ***Day Treatment Services***

We cover day treatment Services in a day treatment program.

## **Telehealth Services**

### ***Telemedicine***

Telemedicine is the delivery of health care services through use of real-time interactive audio and video communication, or store and forward technology, allowing a Member, or person acting on the Member's behalf, to interact with an In-Network Provider or an Out-of-Network Provider who is not physically at the same location, for the purpose of diagnosis, consultation, or treatment. Telemedicine does not include fax, email, voicemail, or text messages.

Store and forward technology means sending a Member's medical information from an originating site to the health care provider at a distant site for later review. The provider follows up with a medical diagnosis for the Member and helps manage their care. Store and forward technology does not include use of audio-only telephone, fax, or email.

Audio-only telemedicine is the delivery of health care services through the use of audio-only technology, allowing a Member, or person acting on the Member's behalf, to interact real-time with an In-Network Provider or an Out-of-Network Provider who is not physically at the same location, for the purpose of diagnosis, consultation, or treatment. Audio-only telemedicine does not include fax or email, or health care Services that are customarily delivered by audio-only technology such as sharing of laboratory results.

We cover telemedicine Services at the applicable telemedicine Cost Share shown in your "Benefit Summary" if:

- The Service is otherwise covered under this *EOC* if received in person;
- The Service is Medically Necessary;
- The Service is determined to be safely and effectively provided using telemedicine, according to generally accepted health care practices and standards;
- The technology used to provide the Service meets the standards required by state and federal laws governing the privacy and security of protected health information; and
- For audio-only telemedicine, the Member has an established relationship with the provider.

For purposes of this section, "established relationship" means:

- The Member must have had at least one in-person appointment or at least one real-time interactive appointment using both audio and video technology in the past 3 years with the provider providing audio-

only telemedicine, or with a provider employed by the same medical group, at the same facility, or by the same integrated delivery system operated by Company as the provider providing the audio-only telemedicine; or

- The Member was referred to the provider providing audio-only telemedicine by a provider with whom they had an in-person appointment within the past 3 years.

### **Telephone and E-Visits**

We cover scheduled telephone visits with an In-Network Provider or an Out-of-Network Provider. To schedule a telephone visit with a Kaiser Permanente Provider, sign on to **kp.org** or the Kaiser Permanente app, then select “Appointments” or call Customer Service.

We also cover e-visits. To access an e-visit with a Kaiser Permanente Provider, log in to your **kp.org** member account on your desktop, laptop, or tablet and fill out a questionnaire about your symptoms. A nurse will get back to you with a care plan, usually within six hours. If needed, a prescription may be sent to your pharmacy. E-visits may include secure chat instant messaging.

To learn more about interactive audio and video communications, telephone visits and e-visits, including a short instructional video and troubleshooting tips, visit **kp.org/telehealth/northwest**.

### **Transplant Services**

We cover inpatient and outpatient Services for the transplants listed in this “Transplant Services” section. These Services are covered only when received from In-Network Providers and In-Network Facilities and only at National Transplant Network facilities we designate. Services are subject to Utilization Review criteria developed by Medical Group and approved by Company.

You pay the applicable Cost Share you would pay if the Services were not related to a transplant. For Services we provide (or pay for) for actual or potential donors, there is no Charge.

A National Transplant Network facility is a transplant facility that meets all of the following requirements:

- It is licensed in the state where it operates.
- It is certified by Medicare as a transplant facility for the specific transplant.
- It is designated by Company as a transplant facility for the specific transplant.
- It is able to meet reasonable access standards for organ transplants based on Regional Organ Procurement Agency statistics for the facility location (a Regional Organ Procurement Agency is the geographic area designated by a state-licensed organ procurement organization for transplants in the state of Washington).

We cover only the following transplants at National Transplant Network facilities. Covered transplants include human and artificial transplants subject to Utilization Review criteria developed by Medical Group and approved by Company, and manufacturer’s recommendation.

- Bone marrow.
- Cornea.
- Heart.
- Heart-lung.
- Kidney.
- Liver.
- Lung.
- Pancreas.

- Pancreas after kidney.
- Simultaneous kidney-pancreas.
- Small bowel.
- Small bowel/liver.
- Stem cell.

### ***Transplant Services Limitations***

After the referral to a transplant facility, the following apply:

- If either Medical Group or the referral facility determines that you do not satisfy its respective criteria for a transplant, we will only cover Services you receive before that determination is made.
- Company, In-Network Facilities, Medical Group, and In-Network Providers are not responsible for finding, furnishing, or ensuring the availability of an organ, tissue, or bone marrow donor.
- In accord with our guidelines for Services for living transplant donors, we provide or pay for certain donation-related Services for a donor, or an individual identified by Medical Group as a potential donor, even if the donor is not a Member. These Services must be directly related to a covered transplant for you. Our criteria for donor Services are available by calling Customer Service.
- We may pay certain expenses that we have given prior authorization for in accord with our travel and lodging guidelines. Your transplant coordinator can provide information about covered expenses.

### ***Transplant Services Exclusions***

- Non-human organs and their implantation.
- We do not cover transplant Services received from Out-of-Network Providers or Out-of-Network Facilities.

## **EXCLUSIONS AND LIMITATIONS**

### **Exclusions and Limitations**

The Services listed below are either completely excluded from coverage or limited under this *EOC*. These exclusions and limitations apply to all Services that would otherwise be covered under this *EOC*. Additional exclusions and limitations that apply only to Out-of-Network Providers are listed in the next section “Exclusions and Limitations (Out-of-Network Providers Only).” Additional exclusions and limitations that apply only to a particular Service are listed in the description of that Service in this *EOC*.

**Certain Exams and Services.** Physical examinations and other Services are excluded when: (a) required for obtaining or maintaining employment or participation in employee programs, (b) required for insurance or governmental licensing, (c) on a court order or required for parole or probation, or (d) received while incarcerated.

**Cosmetic Services.** Services that are intended primarily to change or maintain your appearance and will not result in significant improvement in physical function. This exclusion does not apply to Services that are covered under “Reconstructive Surgery Services” in the “Benefits” section or Medically Necessary Gender Affirming Treatment.

**Custodial Care.** Assistance with activities of daily living (such as walking, getting in and out of a bed or chair, bathing, dressing, eating, using the toilet, and taking medicine) or personal 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.

**Dental Services.** This exclusion does not apply to Services that are covered under “Limited Dental Services” in the “Benefits” section.

**Designated Blood Donations.** Collection, processing, and storage of blood donated by donors whom you designate, and procurement and storage of cord blood, unless Medically Necessary for the imminent use at the time of collection for a designated recipient.

**Detained or Confined Members.** Services provided or arranged by criminal justice officials or institutions for detained or confined Members, unless the Services meet the requirements for Services that would be covered as Emergency Services under this *EOC*.

**Employer Responsibility.** For any Services that the law requires an employer to provide, we will not pay the employer, and when we cover any of these Services we may recover the Charges for the Services from the employer.

**Experimental or Investigational Services.** Services are experimental or investigational if any of the following is true:

- They cannot be legally marketed in the United States without the approval of the U.S. Food and Drug Administration (FDA), and the FDA has not granted this approval.
- They are the subject of a current new drug or new device application on file with the FDA.
- They are provided as part of a Phase I, Phase II, or Phase IV clinical trial, as the experimental or research arm of a Phase III clinical trial, or in any other manner that is intended to evaluate the safety, toxicity, or efficacy of the Services.
- They are provided pursuant to a written protocol or other document that lists an evaluation of the Services’ safety, toxicity, or efficacy as among its objectives.
- They are subject to the approval or review of an Institutional Review Board (IRB) or other body that approves or reviews research concerning the safety, toxicity, or efficacy of Services.
- They are provided pursuant to informed consent documents that describe the Services as experimental or investigational, or in other terms that indicate that the Services are being evaluated for their safety, toxicity, or efficacy.
- The prevailing opinion among experts as expressed in the published authoritative medical or scientific literature is that:
  - Use of the Services should be substantially confined to research settings, or
  - Further research is necessary to determine the safety, toxicity, or efficacy of the Services.

In making determinations whether a Service is experimental or investigational, the following sources of information will be relied upon exclusively:

- Your medical records.
- The written protocols and other documents pursuant to which the Service has been or will be provided.
- Any consent documents you or your representative have executed or will be asked to execute, to receive the Service.
- The files and records of the IRB or similar body that approves or reviews research at the institution where the Service has been or will be provided, and other information concerning the authority or actions of the IRB or similar body.
- The published authoritative medical or scientific literature about the Service, as applied to your illness or injury.

- Regulations, records, applications, and any other documents or actions issued by, filed with, or taken by, the FDA or other agencies within the United States Department of Health and Human Services, or any state agency performing similar functions.

We consult Medical Group and then use the criteria described above to decide if a particular Service is experimental or investigational.

This exclusion does not apply to Services that we cover under “Services Provided in Connection with Clinical Trials” in the “Benefits” section of this EOC.

**Eye Surgery.** Radial keratotomy, photorefractive keratectomy, and refractive surgery, including evaluations for the procedures.

**Family Services.** Services provided by a member of your immediate family.

**Genetic Testing.** Genetic testing and related Services are excluded except as described under “Outpatient Laboratory, X-ray, Imaging, and Special Diagnostic Procedures” in the “Benefits” section.

**Government Agency Responsibility.** For any Services that the law requires be provided only by or received only from a government agency, we will not pay the government agency, and when we cover any of these Services we may recover the Charges for the Services from the government agency. This exclusion does not apply to Medicaid.

**Hypnotherapy.** All Services related to hypnotherapy.

**Low-Vision Aids.** Low-vision aids are excluded, unless your employer Group has purchased the “Pediatric Vision Hardware and Optical Services Rider.”

**Non-Medically Necessary Services.** Services that are not Medically Necessary.

**Nonreusable Medical Supplies.** Nonreusable medical supplies, such as splints, slings, and wound dressings, including bandages and ace wrap bandages, are limited to those supplied and applied by a licensed health care provider, while providing a covered Service. Nonreusable medical supplies that a Member purchases or obtains from another source are excluded.

**Optometric Vision Therapy and Orthoptics (Eye Exercises).** Services related to optometric vision therapy and orthoptics (eye exercises) are excluded.

**Professional Services for Evaluation, Fitting, and Follow-Up Care for Contact Lenses.** This exclusion does not apply to Services that are covered under the “Pediatric Vision Hardware and Optical Services Rider” or “Adult Vision Hardware and Optical Services Rider,” if purchased by your Group.

**Services Related to a Non-Covered Service.** When a Service is not covered, all Services related to the non-covered Service are excluded, except that this exclusion does not apply to Services we would otherwise cover to treat complications arising after the non-covered Service and to Medically Necessary Services for a Member enrolled in and participating in a qualifying clinical trial if we would typically cover those Services absent a clinical trial.

**Services That are Not Health Care Services, Supplies, or Items.** This exclusion does not apply to Medically Necessary applied behavior analysis (ABA) Services. For example, we do not cover:

- Teaching manners and etiquette.
- Teaching and support services to develop planning skills such as daily activity planning and project or task planning.
- Items and services that increase academic knowledge or skills.
- Teaching and support services to increase intelligence.
- Academic coaching or tutoring for skills such as grammar, math, and time management.



- Teaching you how to read, whether or not you have dyslexia.
- Educational testing.
- Teaching art, dance, horse riding, music, play or swimming.
- Teaching skills for employment or vocational purposes.
- Vocational training or teaching vocational skills.
- Professional growth courses.
- Training for a specific job or employment counseling.
- Aquatic therapy and other water therapy.

**Surrogacy.** Services for anyone in connection with a Surrogacy Arrangement, whether traditional or gestational, except for otherwise-covered Services provided to a Member who is a surrogate. A “Surrogacy Arrangement” is one in which a woman (the surrogate) agrees to become pregnant and to surrender the baby (or babies) to another person or persons who intend to raise the child (or children), whether or not the woman receives payment for being a surrogate. See “Surrogacy Arrangements – Traditional and Gestational Carriers” under the “Reductions” section for information about your obligations to us in connection with a Surrogacy Arrangement, including your obligations to reimburse us for any Services we cover and to provide information about anyone who may be financially responsible for Services the baby (or babies) receive.

**Travel and Lodging.** Transportation or living expenses for any person, including the patient, are limited to travel and lodging expenses needed for Member to receive covered Services, except when Company authorizes Services from a provider or facility that requires travel, subject to Utilization Review by Company using criteria developed by Medical Group and approved by Company.

**Travel Immunizations.** Travel-related immunizations for yellow fever, typhoid, and Japanese encephalitis, unless your Group has purchased a “Travel Immunizations Rider.”

**Vision Hardware and Optical Services.** Corrective lenses, eyeglasses, contact lenses, and other eye care Services except for routine eye exams, unless your Group has purchased an “Adult Vision Hardware and Optical Services Rider” and/or “Pediatric Vision Hardware and Optical Services Rider.”

## **Exclusions and Limitations that Apply Only to Out-of-Network Providers**

These Services are covered only when received from In-Network Providers and In-Network Facilities. We do not cover these Services when received from Out-of-Network Providers or Out-of-Network Facilities. Additional exclusions and limitations that apply only to a particular Service are listed in the description of that Service in this *EOC*.

**Transplants and transplant Services.** (See “Transplant Services” in the “Benefits” section.)

**Weight Control or Obesity Services.** Bariatric surgery, gastric stapling, gastric bypass, gastric bands, switch duodenal, biliopancreatic diversion, weight loss programs and any other Service for obesity or weight control, even if one of the purposes of the Services are to treat other medical conditions related to, caused by, or complicated by obesity are excluded (see “Bariatric Surgery Services” in the “Benefits” section). This exclusion does not apply to Services that are covered under “Preventive Care Services” in the “Benefits” section.

## **REDUCTIONS**

### **Coordination of Benefits**

This Coordination of Benefits (COB) provision applies when you have health care coverage under more than one Plan. To avoid delays in claim processing, you and your provider should file all your claims with each

Plan at the same time. If Medicare is your Primary Plan, Medicare may submit your claims to your Secondary Plan for you.

Plan, and other important terms that apply only to this provision, are defined below.

The order of benefit determination rules described in this “Coordination of Benefits” section determines 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 contract 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 do not exceed 100 percent of the total Allowable Expense.

### **Notice to Covered Persons**

If you are covered by more than one health benefit Plan, and you do not know which is your primary Plan, you or your provider should contact any one of the health Plans to verify which Plan is primary. The health Plan you contact is responsible for working with the other Plan to determine which is primary and will let you know within thirty calendar days.

CAUTION: All health Plans have timely claim filing requirements. If you or your provider fail to submit your claim to a secondary health Plan within that Plan's claim filing time limit, the Plan can deny the claim. If you experience delays in the processing of your claim by the primary health Plan, you or your provider will need to submit your claim to the secondary health Plan within its claim filing time limit to prevent a denial of the claim.

To avoid delays in claims processing, if you are covered by more than one Plan you should promptly report to your providers and Plans any changes in your coverage.

### **Definitions for This “Coordination of Benefits” Section**

**Plan.** A Plan is any of the following that provides benefits or Services for medical or dental care or treatment. If separate contracts are used to provide coordinated coverage for members of a group, the separate contracts are considered parts of the same Plan and there is no COB among those separate contracts. However, if COB rules do not apply to all contracts, or to all benefits in the same contract, the contract or benefit to which COB does not apply is treated as a separate Plan.

- Plan includes: Group, individual or blanket disability insurance contracts, and group or individual insurance contracts issued by health care service contractors or health maintenance organizations (HMO), Closed Panel Plans or other forms of group coverage; medical care components of long-term care contracts, such as skilled nursing care; and Medicare or any other federal governmental Plan, as permitted by law.
- Plan does not include: Hospital indemnity or fixed payment coverage or other fixed indemnity or fixed payment coverage; accident only coverage; specified disease or specified accident coverage; limited benefit health coverage, as defined by state law; school accident type coverage; benefits for non-medical components of long-term care policies; automobile insurance policies required by statute to provide medical benefits; Medicare supplement policies; Medicaid coverage; or coverage under other federal governmental Plans, unless permitted by law.

Each contract for coverage is a separate Plan. If a Plan has two parts and COB rules apply only to one of the two, each of the parts is treated as a separate Plan.

**This Plan.** This Plan means the part of the contract providing the health care benefits to which the COB provision applies and which may be reduced because of the benefits of other Plans. Any other part of the contract providing health care benefits is separate from This Plan. A contract may apply one COB provision to certain benefits, such as dental benefits, coordinating only with similar benefits, and may apply another COB provision to coordinate other benefits.

**Primary Plan/Secondary Plan.** The order of benefit determination rules determines whether This Plan is a Primary Plan or Secondary Plan when the person has health care coverage under more than one Plan.

When This Plan is primary, we determine payment for the benefits first before those of any other Plan without considering any other Plan's benefits. We will not reduce your benefits under This Plan. When This Plan is secondary, we determine the benefits after those of another Plan and must make payment in an 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 equal 100 percent of the total Allowable Expense for that claim. This means that when This Plan is secondary, we must pay the amount which, when combined with what the Primary Plan paid, cannot be less than the same Allowable Expense the Secondary Plan would have paid if it had been the Primary Plan. In addition, if This Plan is secondary, we must calculate the savings (the amount paid subtracted from the amount we would have paid had we been the Primary Plan) and record these savings as a medical benefit reserve for the covered person. This reserve must be used to pay any medical expenses during that calendar year, whether or not they are an Allowable Expense under This Plan. If This Plan is Secondary, it will not be required to pay an amount in excess of its maximum benefit plus any accrued savings.

**Allowable Expense.** Allowable Expense is a health care expense, including Deductibles, Coinsurance and Copayments, that is covered at least in part by any Plan covering the person. When a Plan provides benefits in the form of Services, the Charges of each Service will be considered an Allowable Expense and a benefit paid. An expense that is not covered by any Plan covering the person is not an Allowable Expense.

The following are examples of expenses that are not Allowable Expenses:

- The difference between the cost of a semi-private hospital room and a private hospital room is not an allowable expense, unless one of the Plans provides coverage for private hospital room expenses.
- If a person is covered by two or more Plans that compute their benefit payments on the basis of usual and customary fees or relative value schedule reimbursement method or other similar reimbursement method, any amount in excess of the highest reimbursement amount for a specific benefit.
- If a person is covered by two or more Plans that provide benefits or Services on the basis of negotiated fees, an amount in excess of the highest of the negotiated fees.

**Closed Panel Plan.** Closed Panel Plan is a Plan that provides health care benefits to covered persons in the form of Services through a panel of providers who are primarily contracted by the Plan, and that excludes coverage for Services provided by other providers, except in cases of emergency or referral by a panel provider.

**Custodial Parent.** Custodial parent is the parent awarded custody by a court decree or, in the absence of a court decree, is the parent with whom the child resides more than one half of the calendar year excluding any temporary visitation.

### **Order of Benefit Determination Rules**

When a Member is covered by two or more Plans, the rules for determining the order of benefit payments are as follows:

- The Primary Plan pays or provides its benefits according to its terms of coverage and without regard to the benefits under any other Plan.
- A Plan that does not contain a COB provision that is consistent with state regulations is always primary unless the provisions of both Plans state that the complying Plan is primary.
- Coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits and provides that this supplementary coverage is excess to any other parts of the Plan provided by the contract holder. Examples include major medical coverages that are superimposed over hospital and surgical benefits, and insurance type coverages that are written in connection with a Closed Panel Plan to provide out-of-network benefits.

- A Plan may consider the benefits paid or provided by another Plan in calculating payment of its benefits only when it is secondary to that other Plan.

Each Plan determines its order of benefits using the first of the following rules that apply.

**Subscriber or Dependent.** The Plan that covers the person as a Subscriber is the Primary Plan and the Plan that covers the person as a Dependent is the Secondary Plan. However, if the person is a Medicare beneficiary and, as a result of federal law, Medicare is secondary to the Plan covering the person as a Dependent, and primary to the Plan covering the person as a Subscriber (for example, a retired employee), then the order of benefits between the two Plans is reversed so that the Plan covering the person as Subscriber is the Secondary Plan and the other Plan is the Primary Plan.

**Dependent child covered under more than one Plan.** Unless there is a court decree stating otherwise, when a Dependent child is covered by more than one Plan the order of benefits is determined as follows:

- For a Dependent child whose parents are married or are living together, whether or not they have ever been married:
  - The Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan; or
  - If both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan.
- For a Dependent child whose parents are divorced or separated or not living together, whether or not they have ever been married:
  - If a court decree states that one of the parents is responsible for the Dependent child's health care expenses or health care coverage and the Plan of that parent has actual knowledge of those terms, that Plan is primary. This rule applies to claim determination periods commencing after the Plan is given notice of the court decree;
  - If a court decree states one parent is to assume primary financial responsibility for the Dependent child but does not mention responsibility for health care expenses, the Plan of the parent assuming financial responsibility is primary;
  - If a court decree states that both parents are responsible for the Dependent child's health care expenses or health care coverage, the Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan or if both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan;
  - 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 Plan of the parent whose birthday falls earlier in the calendar year is the Primary Plan or if both parents have the same birthday, the Plan that has covered the parent the longest is the Primary Plan; or
  - If there is no court decree allocating responsibility for the Dependent child's health care expenses or health care coverage, the order of benefits for the child are as follows:
    - 1) The Plan covering the Custodial Parent.
    - 2) The Plan covering the spouse of the Custodial Parent.
    - 3) The Plan covering the non-Custodial Parent.
    - 4) The Plan covering the spouse of the non-Custodial Parent.
- For a Dependent child covered under more than one Plan of individuals who are not the parents of the child, the above provisions determine the order of benefits as if those individuals were the parents of the child.

**Active employee or retired or laid-off employee.** The Plan that covers a person as an active employee, that is, an employee who is neither laid off nor retired, is the Primary Plan. The Plan covering that same person as a retired or laid-off employee is the Secondary Plan. The same would hold true if a person is a Dependent of an active employee and that same person is a Dependent of a retired or laid-off employee. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the “Order of Benefit Determination Rules” section can determine the order of benefits.

**COBRA or state continuation coverage.** If a person whose coverage is provided under COBRA or under a right of continuation provided by 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 COBRA or state or other federal continuation coverage is the Secondary Plan. If the other Plan does not have this rule, and as a result, the Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the “Order of Benefit Determination Rules” section can determine the order of benefits.

**Longer or shorter length of coverage.** The Plan that covered the person as an employee, member, policyholder, subscriber, or retiree longer is the Primary Plan and the Plan that covered the person the shorter period of time is the Secondary Plan.

If the preceding rules do not determine the order of benefits, the Allowable Expenses must be shared equally between the Plans meeting the definition of Plan. In addition, This Plan will not pay more than we would have paid had we been the Primary Plan.

**Effect on the benefits of This Plan.** When This Plan is secondary, we may reduce the benefits so that the total benefits paid or provided by all Plans during a claim determination period are not more than the total Allowable Expenses. In determining the amount to be paid for any claim, the Secondary Plan must make payment in an 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 equal one hundred percent of the total Allowable Expense for that claim. Total Allowable Expense cannot be less than the same Allowable Expense the Secondary Plan would have paid if it had been the Primary Plan. In addition, the Secondary Plan must 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 needed information.** Certain facts about health care coverage and Services are needed to apply these COB rules and to determine benefits payable under This Plan and other Plans. We may get the facts we need from or give them to other organizations or persons for the purpose of applying these rules and determining benefits payable under This Plan and other Plans covering the person claiming benefits. We are not required to tell, or obtain the consent of, any person to do this. Each person claiming benefits under This Plan must give us any facts we need to apply those rules and determine benefits payable.

**Facility of payment.** If payments that should have been made under This Plan are made by another Plan, we have the right, at our discretion, to remit to the other Plan the amount we determine appropriate to satisfy the intent of this provision. The amounts paid to the other Plan are considered benefits paid under This Plan. To the extent of such payments, we are fully discharged from liability under This Plan.

**Right of recovery.** We have the right to recover excess payment whenever we pay Allowable Expenses in excess of the maximum amount of payment necessary to satisfy the intent of this provision. We may recover excess payment from any person to whom or for whom payment was made or any other issuers or Plans.

**Questions About Coordination of Benefits?**

**Contact Your State Insurance Department**

## **Injuries or Illnesses Alleged to be Caused by Other Parties or Covered by No-Fault Insurance**

This “Injuries or Illnesses Alleged to be Caused by Other Parties or Covered by No-Fault Insurance” section applies if you receive covered Services for an injury or illness alleged to be any of the following:

- Caused by another party’s act or omission.
- Received on the premises of another party.
- Covered by a no-fault insurance provision.

For purposes of this section, “no-fault insurance” means a type of insurance policy that covers your medical expenses for injury or illness due to an accident, regardless of who caused the accident.

Subject to applicable law, if you obtain a settlement, award, or judgment from or on behalf of another party or insurer, or a payment under a no-fault insurance provision, you must ensure we are reimbursed for covered Services that you receive for the injury or illness, except that we will not collect to the extent that the payment would leave you less than fully compensated for your injury or illness.

This “Injuries or Illnesses Alleged to be Caused by Other Parties or Covered by No-Fault Insurance” section does not affect your obligation to pay any applicable Cost Share for these covered Services. The amount of reimbursement due to the Plan is not limited by or subject to the Out-of-Pocket Maximum provision.

If you do not recover anything from or on behalf of the other party, or no-fault insurance, then you are responsible only for any applicable Cost Share.

To the extent permitted by law, we have the option of becoming subrogated to all claims, causes of action, and other rights you may have against another party or an insurer, government program, or other source of coverage for monetary damages, compensation, or indemnification on account of the injury or illness allegedly caused by another party. We will be so subrogated as of the time we mail or deliver a written notice of our exercise of this option to you or your attorney, but we will be subrogated only to the extent of the total Charges for the relevant covered Services.

To secure our rights, we will have a lien on the proceeds of any judgment, award, or settlement you or we (when we subrogate) obtain against another party or any other insurer, regardless of how those proceeds may be characterized or designated. The proceeds that are subject to our lien include any judgment, award, or settlement that you obtain.

Within 30 days after submitting or filing a claim or legal action against another party, or any insurer, you must send written notice of the claim or legal action to us at:

The Phia Group, LLC  
40 Pequot Way  
Canton, MA 02021  
Fax: 781-848-1154

In order for us to determine the existence of any rights we may have and to satisfy those rights, you must complete and send to us all consents, releases, trust agreements, authorizations, assignments, and other documents, including lien forms directing your attorney, the responsible party, and the responsible party’s insurer to pay us directly. You must not take any action prejudicial to our rights.

You must provide us written notice before you settle a claim or obtain a judgment or award, or if it appears you will make a recovery of any kind. Subject to applicable law, if you recover any amounts from another party or any other insurer based on your injury or illness, you must pay us after you are reimbursed the total amount of the actual losses and damages you incurred. Sufficient funds to satisfy our claims must be held in a specifically identifiable account until our claims are resolved. Pending final resolution of our claims, you must retain control over the recovered amounts to which we may assert a right.

If reasonable collection costs have been incurred by your attorney in connection with obtaining recovery, we will reduce the amount of our claim by the amount of an equitable apportionment of the collection costs between us and you. This reduction will be made only if:

- We receive a list of the fees and associated costs before settlement, and
- Your attorney's actions were directly related to securing a recovery for you.

If your estate, parent, guardian, or conservator asserts a claim against another party or any insurer based on your injury or illness, any settlement or judgment recovered shall be subject to our liens and other rights to the same extent as if you had asserted the claim against the other party. We may assign our rights to enforce our liens and other rights.

## **Surrogacy Arrangements – Traditional and Gestational Carriers**

If you enter into a Surrogacy Arrangement, whether traditional or gestational, you must ensure we are reimbursed for covered Services you receive related to conception, pregnancy, delivery, or postpartum care in connection with that arrangement (“Surrogacy Health Services”), except that the amount we collect will not exceed the payments or other compensation you and any other payee are entitled to receive under the Surrogacy Arrangement. A “Surrogacy Arrangement” is one in which a woman agrees to become pregnant and to surrender the baby (or babies) to another person or persons who intend to raise the child (or children), whether or not the woman receives payment for being a surrogate.

This section applies to any person who is impregnated by artificial insemination, intrauterine insemination, in vitro fertilization or through the surgical implantation of a fertilized egg of another person and includes both traditional surrogacy and gestational carriers. Note: This “Surrogacy Arrangements – Traditional and Gestational Carriers” section does not affect your obligation to pay any applicable Cost Share, or other amounts you are required to pay for these Services. After you surrender a baby to the legal parents, you are not obligated to pay Charges for any Services that the baby receives (the legal parents are financially responsible for any Services that the baby receives).

By accepting Surrogacy Health Services, you automatically assign to us your right to receive payments that are payable to you or any other payee under the Surrogacy Arrangement, regardless of whether those payments are characterized as being for medical expenses. To secure our rights, we will also have a lien on those payments and on any escrow account, trust, or any other account that holds those payments. Those payments (and amounts in any escrow account, trust, or other account that holds those payments) shall first be applied to satisfy our lien. The assignment and our lien will not exceed the total amount of your obligation to us under the preceding paragraph.

Within 30 days after entering into a Surrogacy Arrangement, you must send written notice of the arrangement, including all of the following information:

- Names, addresses, and telephone numbers of the other parties to the arrangement
- Names, addresses, and telephone numbers of any escrow agent or trustee
- Names, addresses, and telephone numbers of the intended parents and any other parties who are financially responsible for Services the baby (or babies) receive, including names, addresses, and telephone numbers for any health insurance that will cover Services that the baby (or babies) receive
- A signed copy of any contracts and other documents explaining the arrangement
- Any other information we request in order to satisfy our rights

You must send this information to:

Surrogacy Other Party Liability Supervisor  
Equian  
P.O. Box 36380  
Louisville, KY 40233-6380  
Fax: 1-502-214-1137  
Phone: 1-800-552-8314

You must complete and send us all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary for us to determine the existence of any rights we may have under this “Surrogacy Arrangements – Traditional and Gestational Carriers” section and to satisfy those rights. You may not agree to waive, release, or reduce our rights under this “Surrogacy Arrangements – Traditional and Gestational Carriers” section without our prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against another party based on the Surrogacy Arrangement, your estate, parent, guardian, or conservator and any settlement, award, or judgment recovered by the estate, parent, guardian, or conservator shall be subject to our liens and other rights to the same extent as if you had asserted the claim against that party. We may assign our rights to enforce our liens and other rights.

## **Workers’ Compensation or Employer’s Liability**

If you suffer from an injury or illness that is compensable under a workers’ compensation or employer’s liability law, we will provide Services even if it is unclear whether you are entitled to a payment or settlement under the law. You have an obligation to reimburse us to the extent of a payment or any other benefit, including any amount you receive as a settlement under the law.

In addition, we, our In-Network Providers, or Out-of-Network Providers will be permitted to seek reimbursement for these Services directly from the responsible employer or the government agency that administers the law.

## **GRIEVANCES, CLAIMS, APPEALS, AND EXTERNAL REVIEW**

### **Important Information for Members Whose Benefit Plans are Subject to ERISA.**

The Employee Retirement Income Security Act of 1974 (ERISA) is a federal law that regulates employee benefits, including the claim and appeal procedures for benefit plans offered by certain employers. If an employer’s benefit plan is subject to ERISA, each time you request Services that must be approved before the Service is provided, you are filing a “pre-service claim” for benefits. You are filing a “post-service claim” when you ask us to pay for or cover Services that have already been received. You must follow our procedure for filing claims, and we must follow certain rules established by ERISA for responding to claims.

## **Terms We Use in This Section**

The following terms have the following meanings when used in this “Grievances, Claims, Appeals, and External Review” section:

- A claim is a request for us to:
  - Provide or pay for a Service that you have not received (pre-service claim);
  - Continue to provide or pay for a Service that you are currently receiving (concurrent care claim); or
  - Pay for a Service that you have already received (post-service claim).



- An adverse benefit determination includes:
  - Any decision by our utilization review organization that a request for a benefit under our Plan does not meet our requirements for medical necessity, appropriateness, health care setting, level of care, or effectiveness or is determined to be experimental or investigational and the requested benefit is therefore denied, reduced, or terminated or payment is not provided or made, in whole or in part for the benefit;
  - The denial, reduction, termination, or failure to provide or make payment, in whole or in part, for a benefit based on a determination by us or our designated utilization review organization regarding a covered person's eligibility to participate in our health benefit Plan; or
  - Any prospective review or retrospective review determination that denies, reduces, or terminates or fails to provide or make payment in whole or in part for a benefit.
- An internal appeal is a request for us to review our initial adverse benefit determination.

## Grievance Procedure

We want you to be satisfied with the Services you receive from Kaiser Permanente. We encourage you to discuss any questions or concerns about your care with your provider or another member of your health care team. If you are not satisfied with your provider, you may request another. Contact Customer Service for assistance. You always have the right to a second opinion from a qualified provider at the applicable Cost Share.

A grievance is a complaint submitted by or on behalf of a covered person regarding Service delivery issues other than denial of payment for medical Services or nonprovision of Services, including dissatisfaction with medical care, waiting time for Services, provider or staff attitude or demeanor, or dissatisfaction with Service provided by the health carrier.

If you are not satisfied with the Services received at a particular medical office, or if you have a concern about the personnel or some other matter relating to Services and wish to file a complaint, you may do so by following one of the procedures listed below:

- Call Customer Service; or
- Send your written complaint to Member Relations at:
 

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 NE Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

All complaints are handled in a confidential manner.

After you notify us of a complaint, this is what happens:

- A representative reviews the complaint and conducts an investigation, verifying all the relevant facts.
- The representative or a physician evaluates the facts and makes a recommendation for corrective action, if any.
- When you file a complaint, we will respond within 30 calendar days.

Grievance determinations are not adverse benefit determinations. There is not an appeal process for grievance determinations.

We want you to be satisfied with our facilities, Services, and providers. Using this grievance procedure gives us the opportunity to correct any problems that keep us from meeting your expectations and your health care needs. If you are dissatisfied for any reason, please let us know.

While we encourage you to use our grievance procedure, you have the right to contact Washington's designated ombudsman's office, the Washington State Office of the Insurance Commissioner, for assistance with questions and complaints. Contact them by mail, telephone or online at:

Office of the Insurance Commissioner, Consumer Protection Division  
P.O. Box 40256  
Olympia, WA 98504  
1-800-562-6900  
[www.insurance.wa.gov](http://www.insurance.wa.gov)

## **Language and Translation Assistance**

If we send you grievance or adverse benefit determination correspondence, we will include a notice of language assistance (oral translation). You may request language assistance with your claim and/or appeal by calling 1-800-324-8010. The notice of language assistance "Help in Your Language" is also included in this *EOC*.

## **Appointing a Representative**

If you would like someone to act on your behalf regarding your claim, you may appoint an authorized representative, an individual who by law or by your consent may act on your behalf. You must make this appointment in writing. Contact Customer Service for information about how to appoint a representative. You must pay the cost of anyone you hire to represent or help you.

## **Help with Your Claim and/or Appeal**

While you are encouraged to use our appeal procedures, you have the right to seek assistance from the Office of the Insurance Commissioner. Contact them by mail, telephone, or online at:

Office of the Insurance Commissioner, Consumer Protection Division  
P.O. Box 40256  
Olympia, WA 98504  
1-800-562-6900  
[www.insurance.wa.gov](http://www.insurance.wa.gov)

## **Reviewing Information Regarding Your Claim**

If you want to review the information that we have collected regarding your claim, you may request, and we will provide without charge, copies of all relevant documents, records, and other information (including complete medical necessity criteria, benefit provisions, guidelines, or protocols) used to make a denial determination. You also have the right to request any diagnosis and treatment codes and their meanings that are the subject of your claim. To make a request, you should contact Customer Service.

## **Providing Additional Information Regarding Your Claim**

When you appeal, you may send us additional information including comments, documents, and additional medical records that you believe support your claim. If we asked for additional information and you did not provide it before we made our initial decision about your claim, then you may still send us the additional

information so that we may include it as part of our review of your appeal. Please mail or fax all additional information to:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 NE Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

When you appeal, you may give testimony in writing or by telephone. Please send your written testimony to:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 NE Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

To arrange to give testimony by telephone, you should contact Customer Service.

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.

## **Sharing Additional Information That We Collect**

If we believe that your appeal of our initial adverse benefit determination will be denied, then before we issue another adverse benefit determination, we will also share with you any new or additional reasons for that decision. We will send you a letter explaining the new or additional information and/or reasons and inform you how you can respond to the information in the letter if you choose to do so. If you do not respond before we must make our final decision, that decision will be based on the information already in your claim file.

## **Internal Claims and Appeals Procedures**

Company will review claims and appeals, and we may use medical experts to help us review them.

There are several types of claims, and each has a different procedure described below for sending your claim and appeal to us as described in this “Internal Claims and Appeals Procedures” section:

- Pre-service claims (urgent and non-urgent)
- Concurrent care claims (urgent and non-urgent)
- Post-service claims

When you file an appeal, we will review your claim without regard to our previous adverse benefit determination. The individual who reviews your appeal will not have participated in our original decision regarding your claim nor will they be the subordinate of someone who did participate in our original decision.

If you miss a deadline for making a claim or appeal, we may decline to review it.

Except when simultaneous external review can occur (urgent pre-service appeal and urgent concurrent appeal), you must exhaust the internal claims and appeals procedures described below before initiating an external review.

### **Pre-service Claims and Appeals**

Pre-service claims are requests that we provide or pay for a Service that you have not yet received. Failure to receive authorization before receiving a Service that must be authorized in order to be a covered benefit may be the basis for our denial of your pre-service claim or a post-service claim for payment. If you receive any of

the Services you are requesting before we make our decision, your pre-service claim or appeal will become a post-service claim or appeal with respect to those Services. If you have any general questions about pre-service claims or appeals, please contact Customer Service.

Here are the procedures for filing a non-urgent pre-service claim, an urgent pre-service claim, a non-urgent pre-service appeal, and an urgent pre-service appeal.

### **Non-Urgent Pre-service Claim**

- You may request a pre-service benefit determination on your own behalf. Tell us in writing or orally that you want to make a claim for us to provide or pay for a Service you have not yet received. Your request and any related documents you give us constitute your claim. You may email your request to us at <https://healthy.kaiserpermanente.org/oregon-washington/support>, call Customer Service, mail, or fax your claim to us at:

Kaiser Foundation Health Plan of the Northwest  
Attn: Utilization Management  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-877-899-4972

- If you want us to consider your pre-service claim on an urgent basis, your request should tell us that. We will decide whether your claim is urgent or non-urgent. If we determine that your claim is not urgent, we will treat your claim as non-urgent. Generally, a claim is urgent only if using the procedure for non-urgent claims (a) could seriously jeopardize your life or health, the life or health of a fetus, or your ability to regain maximum function; (b) would, in the opinion of a physician with knowledge of your medical condition, subject you to severe pain that cannot be adequately managed without the Services you are requesting; (c) your attending provider requests that your claim be treated as urgent; or (d) involves a request concerning admissions, continued stay, or other health care Services if you have received Emergency Services but have not been discharged from a facility.
- We will review your claim and, if we have all the information we need, we will make a decision within three calendar days if your request was received electronically and within five calendar days if your request was received orally or in writing.

If more information is needed to make a decision, we will ask you for the information within one calendar day after we receive your claim, and we will give you 45 calendar days to send the information.

We will make a decision and send notification within 15 calendar days after we receive the first piece of information (including documents) we requested, or by the deadline for receiving the information, whichever is sooner.

We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision.

- We will send written notice of our decision to you and, if applicable, to your provider.

### **Urgent Pre-service Claim**

- If your pre-service claim was considered on an urgent basis, we will make a decision within one calendar day if your request was received electronically and within two calendar days if your request was received orally or in writing.
- If more information is needed to make a decision, we will ask you for the information within one calendar day after we receive your claim, and we will give you seven calendar days to send the information.

We will notify you of our decision within 48 hours of receiving the first piece of requested information or by the deadline for receiving the information, whichever is sooner.

If we notify you of our decision orally, we will send you, and if applicable, your provider, written confirmation within three calendar days after the oral notification.

- If we deny your claim (if we do not agree to provide or pay for all the Services you requested), our adverse benefit determination notice will tell you why we denied your claim and how you can appeal.

### **Non-Urgent Pre-service Appeal**

- Within 180 calendar days after you receive our adverse benefit determination notice, you must tell us in writing or orally that you want to appeal our denial of your pre-service claim. Please include the following:
  - (1) Your name and health record number;
  - (2) Your medical condition or relevant symptoms;
  - (3) The specific Service that you are requesting;
  - (4) All of the reasons why you disagree with our adverse benefit determination; and
  - (5) All supporting documents.

Your request and the supporting documents constitute your appeal. You must call Customer Service, mail, or fax your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

- We will acknowledge your appeal in writing within 72 hours after we receive it.
- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and send you a written decision within 14 calendar days after we receive your appeal, unless you are notified that additional time is needed to complete the review. The extension will not delay the decision beyond 30 calendar days without your consent.
- If we deny your appeal, our adverse benefit determination notice will tell you why we denied your appeal and will include information regarding any further process, including external review, which may be available to you.

### **Urgent Pre-service Appeal**

- Tell us that you want to urgently appeal our adverse benefit determination regarding your pre-service claim. Please include the following:
  - (1) Your name and health record number;
  - (2) Your medical condition or relevant symptoms;
  - (3) The specific Service that you are requesting;
  - (4) All of the reasons why you disagree with our adverse benefit determination; and
  - (5) All supporting documents.

Your request and the supporting documents constitute your appeal. You must call Customer Service, mail, or fax your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

- When you send your appeal, you may also request simultaneous external review of our initial adverse benefit determination. If you want simultaneous external review, your appeal must tell us this. You will be eligible for the simultaneous external review only if your pre-service appeal qualifies as urgent. If you do not request simultaneous external review in your appeal, then you may be able to request external review after we make our decision regarding your appeal (see “External Review” in this “Grievances, Claims, Appeals, and External Review” section), if our internal appeal decision is not in your favor.
- We will decide whether your appeal is urgent or non-urgent. If we determine that your appeal is not urgent, we will treat your appeal as non-urgent. Generally, an appeal is urgent only if using the procedure for non-urgent appeals (a) could seriously jeopardize your life or health, the life or health of a fetus, or your ability to regain maximum function; (b) would, in the opinion of a physician with knowledge of your medical condition, subject you to severe pain that cannot be adequately managed without the Services you are requesting; (c) your attending provider requests that your claim be treated as urgent; or (d) involves a request concerning admissions, continued stay, or other health care Services if you have received Emergency Services but have not been discharged from a facility.
- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and give you oral or written notice of our decision as soon as your clinical condition requires, but no later than 72 hours after we receive your appeal. If we notify you of our decision orally, we will send you a written confirmation within 72 hours after the decision is made.
- If we deny your appeal, our adverse benefit determination notice will tell you why we denied your appeal and will include information regarding any further process, including external review, which may be available to you.

### **Concurrent Care Claims and Appeals**

Concurrent care claims, which are all considered urgent, are requests that Company continues to provide, or pay for, an ongoing course of covered treatment to be provided over a period of time or number of treatments, when the course of treatment already being received is scheduled to end. If you have any general questions about concurrent care claims or appeals, please call Customer Service.

Unless you are appealing an urgent care claim, if we either (a) deny your request to extend your current authorized ongoing care (your concurrent care claim) or (b) inform you that authorized care that you are currently receiving is going to end early and you appeal our adverse benefit determination at least 24 hours before your ongoing course of covered treatment will end, then during the time that we are considering your appeal, you may continue to receive the authorized Services. If you continue to receive these Services while we consider your appeal and your appeal does not result in our approval of your concurrent care claim, then you will have to pay for the Services that we decide are not covered.

Here are the procedures for filing a concurrent care claim and a concurrent care appeal:

#### **Concurrent Care Claim**

- Tell us that you want to make a concurrent care claim for an ongoing course of covered treatment.

Inform us in detail of the reasons that your authorized ongoing care should be continued or extended. Your request and any related documents you give us constitute your claim. You must call Customer Service, mail, or fax your claim to us at:

Kaiser Foundation Health Plan of the Northwest  
Attn: Utilization Management  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-877-899-4972

- We will notify you of our decision orally or in writing as soon as your clinical condition requires, but no later than 24 hours after we receive your claim. If we notify you of our decision orally, we will send you, and if applicable, your provider, written confirmation within three calendar days after the oral notification.
- If we deny your claim (if we do not agree to provide or pay for extending the ongoing course of treatment), our adverse benefit determination notice will tell you why we denied your claim and how you can appeal.

### **Concurrent Care Appeal**

- Within 180 calendar days after you receive our adverse benefit determination notice, you must tell us in writing or orally that you want to appeal our adverse benefit determination. Please include the following:
  - (1) Your name and health record number;
  - (2) Your medical condition or relevant symptoms;
  - (3) The ongoing course of covered treatment that you want to continue or extend;
  - (4) All of the reasons why you disagree with our adverse benefit determination; and
  - (5) All supporting documents.

Your request and all supporting documents constitute your appeal. You must call Customer Service, mail, or fax your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

- When you send your appeal, you may also request simultaneous external review of our adverse benefit determination. If you want simultaneous external review, your appeal must tell us this. If you do not request simultaneous external review in your appeal, then you may be able to request external review after we make our decision regarding your appeal (see “External Review” in this “Grievances, Claims, Appeals, and External Review” section).
- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and notify you of our decision orally or in writing as soon as your clinical condition requires, but no later than 72 hours after we receive your appeal. If we notify you of our decision orally, we will send you a written confirmation within 72 hours after the decision is made.
- If we deny your appeal, our adverse benefit determination decision will tell you why we denied your appeal and will include information about any further process, including external review, which may be available to you.

## Post-service Claims and Appeals

Post-service claims are requests that we pay for Services you already received, including claims for out-of-Plan Emergency Services. If you have any general questions about post-service claims or appeals, please call Customer Service.

Here are the procedures for filing a post-service claim and a post-service appeal:

### Post-service Claim

- Within 12 months from the date you received the Services, mail us a letter explaining the Services for which you are requesting payment. Provide us with the following:
  - (1) The date you received the Services;
  - (2) Where you received them;
  - (3) Who provided them;
  - (4) Why you think we should pay for the Services; and
  - (5) A copy of the bill and any supporting documents, including medical records.

Your letter and the related documents constitute your claim. You may contact Customer Service to obtain a claim form. You must mail your claim to the Claims Department at:

Kaiser Foundation Health Plan of the Northwest  
National Claims Administration – Northwest  
PO Box 370050  
Denver, CO 80237-9998

- We will not accept or pay for claims received from you after 12 months from the date of Service, except in the absence of legal capacity.
- We will review your claim, and if we have all the information we need, we will send you a written decision within 30 calendar days after we receive your claim.

We may extend the time for making a decision for an additional 15 calendar days if circumstances beyond our control delay our decision, if we notify you within 30 calendar days after we receive your claim.

If more information is needed to make a decision, we will ask you for the information before the initial decision period ends, and we will give you 45 calendar days to send us the information.

We will make a decision within 15 calendar days after we receive the first piece of information (including documents) we requested.

We encourage you to send all the requested information at one time, so that we will be able to consider it all when we make our decision.

If we do not receive any of the requested information (including documents) within 45 calendar days after we send our request, we will make a decision based on the information we have within 15 calendar days following the end of the 45 calendar-day period.

- If we deny your claim (if we do not pay for all the Services you requested), our adverse benefit determination notice will tell you why we denied your claim and how you can appeal.

### Post-service Appeal

- Within 180 calendar days after you receive our adverse benefit determination, tell us in writing or orally that you want to appeal our denial of your post-service claim. Please include the following:
  - (1) Your name and health record number;



- (2) Your medical condition or relevant symptoms;
- (3) The specific Services that you want us to pay for;
- (4) All of the reasons why you disagree with our adverse benefit determination; and
- (5) All supporting documents.

Your request and the supporting documents constitute your appeal. You must call Customer Service, mail, or fax your appeal to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 N.E. Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

- We will acknowledge your appeal in writing within 72 hours after we receive it.
- We will fully and fairly review all available information relevant to your appeal without deferring to prior decisions.
- We will review your appeal and send you a written decision within 14 calendar days after we receive your appeal. We may extend the time for making a decision on your appeal for up to an additional 16 calendar days if there is good cause.
- If we deny your appeal, our adverse benefit determination will tell you why we denied your appeal and will include information regarding any further process, including external review, that may be available to you.

## External Review

If you are dissatisfied with our final adverse benefit determination, you have a right to request an external review. An external review is a request for an independent review organization (IRO) to determine whether our internal appeal decision is correct. For example, you have the right to request external review of an adverse decision that is based on any of the following:

- Relies on medical judgment, including but not limited to, medical necessity, appropriateness, health care setting, level of care, or that the requested Service is not efficacious or otherwise unjustified under evidence-based medical criteria.
- Concludes that a treatment is experimental or investigational.
- Concludes that parity exists in the non-quantitative treatment limitations applied to behavioral health care (mental health and/or Substance Use Disorder) benefits.
- Involves consideration of whether we are complying with federal law requirements regarding balance (surprise) billing and/or cost sharing protections pursuant to the No Surprises Act (Public Health Service Act sections 2799A-1 and 2799A-2 and 45 C.F.R. §§149.110 --149.130).
- Involves a decision related to rescission of your coverage.

You must exhaust our internal claims and appeals procedure for your claim before you may request external review unless one of the following is true:

- External review is permitted to occur simultaneously with your urgent pre-service appeal or urgent concurrent care appeal;
- Your request qualifies for expedited external review;
- We have failed to comply with federal requirements regarding our claims and appeals procedures; or

- We have failed to comply with the Washington requirement to make a decision regarding the appeal within 30 calendar days for non-urgent appeals and 72 hours for urgent appeals.

Within 180 calendar days after the date of our appeal denial letter you must call Customer Service or send your request for external review to Member Relations in writing (via mail, fax, or online through our website at [kp.org](http://kp.org)). If you wish to mail or fax your request, you may send it to us at:

Kaiser Foundation Health Plan of the Northwest  
Member Relations Department  
500 NE Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

Member Relations will forward your request to the IRO no later than the third business day after the date they receive your request for review. They will include written information received in support of the appeal along with medical records and other documents relevant in making the determination. Within one day of selecting the IRO, we will notify the appellant of the name of the IRO and its contact information.

You will have five business days to submit to the IRO, in writing, any additional information that the IRO must consider when conducting the external review. The IRO will forward to us any additional information you submit within one business day of receipt.

Your request for external review will be expedited if your request concerns an admission, availability of care, continued stay, or health care Service for which you received Emergency Services but have not been discharged from a facility, or the ordinary time period for external review would seriously jeopardize your life or health, the life or health of a fetus, or your ability to regain maximum function.

If an adverse benefit determination involves our decision to modify, reduce, or terminate an otherwise covered Service that you are receiving at the time the request for review is submitted and our decision is based upon a finding that the Service or level of care is no longer Medically Necessary, we will continue to provide the Service if requested by you until a determination is made by the IRO. If the IRO affirms our adverse benefit determination, you may be responsible for the cost of the continued Service.

You are not responsible for the costs of the external review, and you may name someone else to file the request for external review for you if you give permission in writing and include that with your request for external review.

Company will be bound by and act in accordance with the decision of the IRO notwithstanding the definition of Medically Necessary care. If we do not follow a decision of an IRO, you have the right to sue us.

## **Experimental or Investigational Determination and Appeal**

Decisions on appeals about experimental or investigational Services will be communicated in writing within 20 days of receipt of a fully documented request, unless you consent in writing to an extension of time. Appeals that meet the criteria for an urgent appeal, as described in the “Urgent Pre-service Appeal” section, will be expedited to meet the clinical urgency of the situation, not to exceed 72 hours.

If, on appeal, the decision to deny Services is upheld, the final decision will specify (i) the title, specialty, and professional qualifications of the individual(s) who made the final decision and (ii) the basis for the final decision.

## **TERMINATION OF MEMBERSHIP**

If your membership terminates, all rights to benefits end at 11:59 p.m. PT on the termination date. In addition, Dependents’ memberships end at the same time the Subscribers’ membership ends.

You will be billed as a non-Member for any Services you receive after your membership terminates. Company, In-Network Providers and In-Network Facilities have no further liability or responsibility under this *EOC* after your membership terminates.

## Termination Due to Loss of Eligibility

You and your Dependents must remain eligible to maintain your Group coverage. You must immediately report to your Group any changes in eligibility status, such as a Spouse's loss of eligibility due to divorce or a Dependent child who has reached the Dependent Limiting Age. If you no longer meet the eligibility requirements described in this *EOC*, please confirm with your Group's benefits administrator when your membership will end.

## Termination for Cause

If you or any other Member in your Family is proven to have committed one of the following acts, we may terminate your membership under this employer's *Agreement* by sending written notice, including the specific reason for termination with supporting evidence, to the Subscriber at least 31 days before the membership termination date:

- Making an intentional misrepresentation of material fact in connection with this coverage.
- Commission of a fraudulent act against us.

**Examples.** We would consider the following acts as fraudulent:

- Intentionally presenting an invalid prescription or physician order for Services.
- Intentionally letting someone else use your ID card to obtain Services pretending to be you.

We may report fraud and other illegal acts to the authorities for prosecution.

If we terminate your membership for cause we will:

- Refund any amounts we owe your Group for Premium paid for the period after the termination date.
- Pay you any amounts we have determined that we owe you for claims during your membership.
- We may deduct any amounts you owe Company, In-Network Providers, or In-Network Facilities from any payment we make to you.

If your coverage is terminated for any of the above reasons, you have the right to file an appeal. For more information, please contact Customer Service.

## Termination of Your Group's Agreement with Us

If your Group's *Agreement* with us terminates for any reason, your membership ends on the same date. We require the Group to notify Subscribers in writing if your Group's *Agreement* with us terminates.

## Termination of Certain Types of Health Benefit Plans by Us

We may terminate a particular Plan or all Plans offered in the group market as permitted by law. If we discontinue offering a particular Plan in the group market, we will terminate the particular Plan upon 90 days prior written notice to you. If we discontinue offering all Plans in the group market, we may terminate the *Agreement* upon 180 days prior written notice to you.

## **CONTINUATION OF MEMBERSHIP**

### **Strike, Lock-Out, or Other Labor Disputes**

If your compensation is suspended directly or indirectly as a result of a strike, lock-out, or other labor dispute, you may continue membership under this *EOC* by paying Premium for yourself and eligible Dependents directly to the Group for up to six months. If the Group's coverage is terminated by Company, reinstatement with Company is subject to all terms and conditions of your Group's *Agreement* with Company. When your Group continuation coverage under this *EOC* stops, you and your Dependents may be eligible to purchase an individual plan offered by Company.

### **Illness, Temporary Plant Shut Down, or Leave of Absence**

If you are off work due to illness, temporary plant shutdown, or other leave of absence authorized by your Group, you may continue your membership under this *EOC* for up to 12 weeks in a 12-month period. To continue your membership, please make arrangements to make monthly payments through your Group. The 12-week period may be extended by advance arrangements confirmed in writing by Company. Once the 12-week period is exhausted, you may be eligible to enroll in an individual plan as described under the "Conversion to an Individual Plan" section.

The Family Medical Leave Act (FMLA) requires employers to maintain group medical coverage during any leave that is required by the FMLA, with certain exceptions (see your employer for further information).

### **Continuation of Group Coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA)**

You may be able to continue your coverage under this *EOC* for a limited time after you would otherwise lose eligibility, if required by the federal COBRA law. COBRA applies to most employees (and most of their covered dependents) of most employers with 20 or more employees (however, it does not apply to church plans as defined by federal law). Please contact your Group for details about COBRA continuation coverage, such as how to elect coverage and how much you must pay your Group for the coverage.

### **Federal or State-Mandated Continuation of Coverage**

Termination of coverage will be postponed if the Member is on a leave of absence and continuation of coverage is required by the federal or state-mandated family or medical leave act or law, as amended.

### **State Continuation Coverage**

If your Group is not subject to COBRA law, you and your Dependents may be able to continue coverage under this *EOC* through your Group for up to six months if you are not eligible for Medicare. To be eligible you must have lost your job or membership in the organization through which you are receiving coverage under this *EOC* and have been covered continuously under this *EOC* during the six-month period ending on the date you lost your job or organization membership.

However, you may not make your request for continued coverage more than 31 days after the date of job or organization membership termination.

Your Premium will be 100 percent of the applicable Premium. The first Premium payment must be paid within 31 days after the date on which your coverage would otherwise end.

Your right to continue coverage under this "State Continuation Coverage" section will end upon the earliest of the following events:

- Six months have elapsed since the date on which coverage under this *EOC* would otherwise have ended.
- You fail to pay your Premium.

- You enroll in Medicare.
- Your Group's *Agreement* with us terminates.

## **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 *EOC* for a limited time after you would otherwise lose eligibility, if required by federal law (USERRA).

You must submit an USERRA election form to your Group within 60 days after your call to active duty. Please contact your Group if you want to know how to elect USERRA coverage and how much you must pay your Group for the coverage.

## **Conversion to an Individual Plan**

After your Group notifies us to terminate your membership, we will send a termination letter to the Subscriber's address of record. The letter will include information about options that may be available to you to remain a Member. You may contact Customer Service if you have questions.

If you want to remain a Member, one option that may be available is our conversion plan. The premium and coverage under our conversion plan will differ from those under this *EOC*. You may be eligible to enroll in our conversion plan if you no longer meet the eligibility requirements described under "Who Is Eligible" in the "Premium, Eligibility, and Enrollment" section. If you enroll in Group continuation coverage through COBRA, State Continuation Coverage, or USERRA, you may be eligible to enroll in our conversion plan when your Group continuation coverage ends.

To be eligible for our conversion plan, there must be no lapse in your coverage and we must receive your enrollment application and the first month's premium within 31 days of the date you received our termination letter or your membership termination date (whichever date is later). To request an application, please call Customer Service.

If we approve your enrollment application, your coverage under our conversion plan begins when your Group coverage ends (including Group continuation coverage).

You may convert to our conversion plan unless:

- You continue to be eligible for coverage under this *EOC* (but not counting COBRA, State Continuation Coverage, or USERRA).
- Your membership ends because our *Agreement* with your Group terminates and it is replaced by another group plan within 31 days after the date you received our termination letter or your membership termination date (whichever date is later).
- You reside outside the state of Washington.
- You are covered under another group plan, policy, contract, or agreement providing benefits for hospital or medical care.

To request more information about our conversion plan, please call Customer Service.

## **Moving to Another Kaiser Foundation Health Plan Service Area**

If you move to another Kaiser Foundation Health Plan service area, you should contact your Group's benefits administrator to learn about your Group health care options. You may be eligible to enroll in a plan in the other Kaiser Foundation Health Plan service area. Eligibility requirements, benefits, premium, deductible, and copayments and coinsurance may not be the same in the other service area.

## MISCELLANEOUS PROVISIONS

### Administration of Plan

We may adopt reasonable policies, procedures, and interpretations to promote orderly and efficient administration of this *EOC*.

### Plan Binding on Members

By electing coverage or accepting benefits under this *EOC*, all Members legally capable of contracting, and the legal representatives of all Members incapable of contracting, agree to all provisions of this *EOC*.

### Amendment of Plan

Your Group's *Agreement* with us will change periodically. If these changes affect this *EOC*, your Group is required to make revised materials available to you.

### Applications and Statements

You must complete any applications, forms, or statements that we request in the normal course of business or as specified in this *EOC*.

### Assignment

You may not assign this *EOC* or any of the rights, interests, claims for money due, benefits, or obligations hereunder without our prior written consent.

### Attorney Fees and Expenses

In any dispute between a Member and Company or Medical Group or Kaiser Foundation Hospitals, each party will bear its own attorneys' fees and other expenses, except as otherwise required by law.

### Compensation of Providers and Facilities

In-Network Providers and In-Network Facilities may be paid in various ways, including salary, per diem rates, case rates, fee-for-service, incentive payments, and capitation payments. Capitation payments are based on a total number of Members (on a per-Member, per-month basis), regardless of the amount of Services provided. Company may directly or indirectly make capitation payments to In-Network Providers and In-Network Facilities only for the professional Services they deliver, and not for Services provided by other physicians, hospitals, or facilities. We pay Out-of-Network Providers and Out-of-Network Facilities the Allowed Amount for their Services. Please call Customer Service if you would like to learn more about the ways providers and facilities are paid to provide or arrange medical and hospital Services for Members.

Our contracts with In-Network Providers and In-Network Facilities provide that you are not liable for any amounts we owe. However, you may be liable for the cost of non-covered Services that you receive from an In-Network Provider, In-Network Facility, Out-of-Network Provider, or Out-of-Network Facility. You will also be liable for the cost of Services that you receive without required authorization.

### Exercise of Conscience

We recognize the rights to exercise religious beliefs and conscience. If a provider or facility declines to provide a covered Service for reasons of conscience or religion, contact Customer Service and we will direct you to another provider or facility.

## **Governing Law**

Except as preempted by federal law, this *EOC* will be governed in accord with Washington law and any provision that is required to be in this *EOC* by state or federal law shall bind Members and Company whether or not set forth in this *EOC*.

## **Group and Members Not Company Agents**

Neither your Group nor any Member is the agent or representative of Company.

## **Information about New Technology**

When a new medical technology or procedure needs review, our Inter-regional New Technology Committee examines and evaluates data from government agencies, medical experts, medical journals, and medical specialty societies. Recommendations from this inter-regional committee then are passed onto the local committee. The committee reviews the national recommendations to see how they apply to local medical practices. Once this review takes place, the committee makes recommendations for the new technology or procedure to become a covered benefit. In addition, the committee communicates practice guidelines to network providers and related health care providers. If the committee's recommendation is accepted, the new technology is added to the covered benefits, either immediately or when this contract renews.

## **Litigation Venue**

Venue for all litigation between you and Company shall lie in Clark County, Washington.

## **No Waiver**

Our failure to enforce any provision of this *EOC* will not constitute a waiver of that or any other provision, or impair our right thereafter to require your strict performance of any provision.

## **Nondiscrimination**

We do not discriminate in our employment practices or in the delivery of Services on the basis of race, ethnicity, nationality, actual or perceived gender, age, physical or mental disability, marital status, sexual orientation, genetic information, or religion.

## **Notices**

We will send our notices to you to the most recent address we have for the Subscriber. The Subscriber is responsible for notifying us of any change in address. Subscribers who move should call Customer Service as soon as possible to give us their new address.

## **Overpayment Recovery**

We may recover any overpayment we make for Services from anyone who receives such an overpayment, or from any person or organization obligated to pay for the Services.

## **Privacy Practices**

Kaiser Permanente will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. Your PHI is individually identifiable information about your health, health care Services you receive, or payment for your health care. You may generally see and receive copies of your PHI, correct or update your PHI, and ask us for an accounting of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, health research, and health care operations purposes, such as measuring the quality of Services. We are sometimes required by law to give PHI to others, such as government agencies or in judicial actions. In addition, Member-identifiable health information is

shared with your Group only with your authorization or as otherwise permitted by law. We will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our *Notice of Privacy Practices*. Giving us this authorization is at your discretion.

You have the right to request that Kaiser Permanente send your PHI directly to you, and not to the Subscriber of your Plan. You have the right to tell us where you want us to redirect communications containing your PHI, including a different mailing address, e-mail address or telephone number. To make a request for confidential communication, please call Customer Service and ask for a "Non-Disclosure Directive" form or download the form from [kp.org/disclosures](http://kp.org/disclosures). It may take up to three business days from the date of receipt of the form for us to process your request.

In addition to any PHI that you request to be sent directly to you, we are also committed to maintaining confidentiality for all sensitive health care Services, including Services related to reproductive health, sexually transmitted diseases, substance use disorder, gender dysphoria, gender affirming care, domestic violence, and mental health. For Dependents who have reached the age to consent for their own care, communications regarding sensitive health care Services will be directed only to the Member who receives the Services, and not to the Subscriber of the Plan.

This is only a brief summary of some of our key privacy practices. Our *Notice of Privacy Practices*, which provides additional information about our privacy practices and your rights regarding your PHI, is available and will be furnished to you upon request. To request a copy, please call Customer Service. You can also find the notice on our website at [kp.org](http://kp.org).

## Unusual Circumstances

In the event of unusual circumstances that delay or render impractical the provision of Services, such as major disaster, epidemic, war, riot, civil insurrection, labor disputes, disability of a large share of personnel at In-Network Facilities, and complete or partial destruction of facilities, we will make a good faith effort to provide or arrange for covered Services within the limitations of available personnel and facilities. Kaiser Permanente shall have no other liability or obligation if covered Services are delayed or unavailable due to unusual circumstances.

## NONDISCRIMINATION STATEMENT AND NOTICE OF LANGUAGE ASSISTANCE

### Nondiscrimination Notice

Kaiser Foundation Health Plan of the Northwest (Kaiser Health Plan) complies with applicable federal and state civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, sex, gender identity, or sexual orientation. Kaiser Health Plan does not exclude people or treat them differently because of race, color, national origin, age, disability, sex, gender identity, or sexual orientation. We also:

- Provide people with disabilities reasonable modifications and free appropriate auxiliary aids and services 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 Member Services at **1-800-813-2000** (TTY: 711).



If you believe that Kaiser Health Plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, sex, gender identity, or sexual orientation, you can file a grievance with our Civil Rights Coordinator, by mail, phone, or fax. If you need help filing a grievance, our Civil Rights Coordinator is available to help you. You may contact our Civil Rights Coordinator at:

Member Relations Department  
Attention: Kaiser Civil Rights Coordinator  
500 NE Multnomah St., Suite 100  
Portland, OR 97232-2099  
Fax: 1-855-347-7239

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  
Phone: 1-800-368-1019  
TDD: 1-800-537-7697

Complaint forms are available at [www.hhs.gov/ocr/office/file/index.html](http://www.hhs.gov/ocr/office/file/index.html).

You can also file a complaint with the Washington State Office of the Insurance Commissioner, electronically through the Office of the Insurance Commissioner Complaint portal, available at <https://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status>, or by phone at 1-800-562-6900, or 360-586-0241 (TDD). Complaint forms are available at <https://fortress.wa.gov/oic/onlineservices/cc/pub/complaintinformation.aspx>.

## Help in Your Language

**ATTENTION:** If you speak English, language assistance services, free of charge, are available to you. Call 1-800-813-2000 (TTY: 711).

**አማርኛ (Amharic) ማስታወሻ:** የሚናገሩት ቋንቋ አማርኛ ከሆነ የትርጉም እርዳታ ድርጅቶች፣ በነጻ ሊያግዙዎት ተዘጋጅተዋል። ወደ ሚክተለው ቁጥር ይደውሉ 1-800-813-2000 (TTY: 711)።

**العربية (Arabic) ملحوظة:** إذا كنت تتحدث العربية، فإن خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم (TTY: 711) 1-800-813-2000.

**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1-800-813-2000 (TTY: 711)。

**فارسی (Farsi) توجه:** اگر به زبان فارسی گفتگو می کنید، تسهیلات زبانی بصورت رایگان برای شما فراهم می باشد. با (TTY: 711) 1-800-813-2000 تماس بگیرید.

**Français (French) ATTENTION:** Si vous parlez français, des services d'aide linguistique vous sont proposés gratuitement. Appelez le 1-800-813-2000 (TTY: 711).

**Deutsch (German) ACHTUNG:** Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung.  
Rufnummer: 1-800-813-2000 (TTY: 711).

**日本語 (Japanese) 注意事項:** 日本語を話される場合、無料の言語支援をご利用いただけます。1-800-813-2000 (TTY: 711) まで、お電話にてご連絡ください。

**ខ្មែរ (Khmer) ប្រយ័ត្ន:** បើសិនជាអ្នកនិយាយភាសាខ្មែរ, សេវាជំនួយផ្នែកភាសា ដោយមិនគិតថ្លៃ គឺអាចមានសំរាប់អ្នក។ ចូរ ទូរស័ព្ទ **1-800-813-2000 (TTY: 711)**។

**한국어 (Korean) 주의:** 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. **1-800-813-2000 (TTY: 711)** 번으로 전화해 주십시오.

**ລາວ (Laotian) ໂປດລາບ:** ຖ້າວ່າ ທ່ານເວົ້າພາສາ ລາວ, ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຽຄ່າ, ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທ 1-800-813-2000 (TTY: 711).

**Afaan Oromoo (Oromo) XIYYEEFFANNAA:** Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiidhaan ala, ni argama. Bilbilaa **1-800-813-2000 (TTY: 711)**.

**ਪੰਜਾਬੀ (Punjabi) ਧਿਆਨ ਦਿਓ:** ਜੇ ਤੁਸੀਂ ਪੰਜਾਬੀ ਬੋਲਦੇ ਹੋ, ਤਾਂ ਭਾਸ਼ਾ ਵਿੱਚ ਸਹਾਇਤਾ ਸੇਵਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਧ ਹੈ। **1-800-813-2000 (TTY: 711)** 'ਤੇ ਕਾਲ ਕਰੋ।

**Română (Romanian) ATENȚIE:** Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la **1-800-813-2000 (TTY: 711)**.

**Русский (Russian) ВНИМАНИЕ:** если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните **1-800-813-2000 (TTY: 711)**.

**Español (Spanish) ATENCIÓN:** si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al **1-800-813-2000 (TTY: 711)**.

**Tagalog (Tagalog) PAUNAWA:** Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa **1-800-813-2000 (TTY: 711)**.

**ไทย (Thai) เรียน:** ถ้าคุณพูดภาษาไทย คุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร **1-800-813-2000 (TTY: 711)**.

**Українська (Ukrainian) УВАГА!** Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером **1-800-813-2000 (TTY: 711)**.

**Tiếng Việt (Vietnamese) CHÚ Ý:** Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số **1-800-813-2000 (TTY: 711)**.

## **YOUR RIGHTS AND PROTECTIONS AGAINST SURPRISE MEDICAL BILLS AND BALANCE BILLING IN WASHINGTON STATE**

*When you get emergency care or get treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from surprise billing or balance billing.*

### **What is “balance billing” (sometimes called “surprise billing”)?**

When you see a doctor or other health care provider, you may owe certain out-of-pocket costs, such as a copayment, coinsurance, and/or a deductible. You may have other costs or have to pay the entire bill if you see a provider or visit a health care facility that isn’t in your health plan’s network.

“Out-of-network” describes providers and facilities that haven’t signed a contract with your health plan. Out-of-network providers may be permitted to bill you for the difference between what your plan agreed to pay and the full amount charged for a service. This is called “balance billing.” This amount is likely more than in-network costs for the same service and might not count toward your annual out-of-pocket limit.

“Surprise billing” is an unexpected balance bill. This can happen when you can’t control who is involved in your care—like when you take an ambulance ride, have an emergency, or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider.

Insurers are required to tell you, via their websites or on request, which providers, hospitals and facilities are in their networks. Hospitals, surgical facilities, providers, behavioral health emergency service providers, and ground ambulance providers must tell you which provider networks they participate in on their website or on request.

## **You are protected from balance billing for:**

### **Emergency Services**

If you have an emergency medical condition, mental health or substance use disorder condition and get emergency services from an out-of-network provider or facility, the most the provider or facility may bill you is your plan's in-network cost-sharing amount (such as copayments and coinsurance). You can't be balance billed for these emergency services. This includes ground or air ambulance rides and care you receive in a hospital and in facilities that provide crisis services to people experiencing a mental health or substance use disorder emergency. You can't be balance billed for these emergency services, including services you may get after you're in a stable condition.

### **Certain services at an in-network hospital or ambulatory surgical center**

When you get services from an in-network hospital or ambulatory surgical center, certain providers there may be out-of-network. In these cases, the most those providers may bill you is your plan's in-network cost-sharing amount.

**You also aren't required to get care out-of-network. You can choose a provider or facility in your plan's network.**

### **When can you be asked to waive your protections from balance billing:**

Health care providers, including hospitals, emergency behavioral health services providers, and air and ground ambulance providers, can **never** require you to give up your protections from balance billing.

If you have coverage through a self-funded group health plan, in some limited situations, a provider can ask you to consent to waive your balance billing protections, but you are **never** required to give your consent. Please contact your employer or health plan for more information.

### **When balance billing isn't allowed, you also have the following protections:**

- You are only responsible for paying your share of the cost (like the copayments, coinsurance, and deductibles that you would pay if the provider or facility was in-network). Your health plan will pay out-of-network providers and facilities directly.
- Your health plan generally must:
  - Cover emergency services without requiring you to get approval for services in advance (prior authorization).
  - Cover emergency services by out-of-network providers.
  - Base what you owe the provider or facility (cost-sharing) on what it would pay an in-network provider or facility and show that amount in your explanation of benefits.
  - Count any amount you pay for emergency services or out-of-network services toward your deductible and out-of-pocket limit.

**If you believe you've been wrongly billed**, you may file a complaint with the federal government at [www.cms.gov/nosurprises/consumers](http://www.cms.gov/nosurprises/consumers) or by calling 1-800-985-3059; and/or file a complaint with the Washington State Office of the Insurance Commissioner at [www.insurance.wa.gov/file-complaint-or-check-your-complaint-status](http://www.insurance.wa.gov/file-complaint-or-check-your-complaint-status), or by calling 1-800-562-6900.

Visit [www.cms.gov/nosurprises](http://www.cms.gov/nosurprises) for more information about your rights under federal law.

Visit the Office of the Insurance Commissioner Balance Billing Protection Act website at [www.insurance.wa.gov/what-consumers-need-know-about-surprise-or-balance-billing](http://www.insurance.wa.gov/what-consumers-need-know-about-surprise-or-balance-billing) for more information about your rights under Washington state law.

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