



# Truist Financial Corporation

## 2024 Benefits Booklet



# Table of Contents

<b>Table of Contents</b> .....	<b>2</b>
<b>Introduction</b> .....	<b>5</b>
<b>Schedule of Benefits</b> .....	<b>6</b>
<b>Definitions</b> .....	<b>15</b>
<b>Eligibility, Enrollment, and Effective Date</b> .....	<b>26</b>
Plan eligibility requirements .....	26
Service Area eligibility requirement .....	26
Additional eligibility requirements .....	26
Disabled dependent certification .....	26
Persons barred from enrolling .....	27
Participants with Medicare and retirees .....	27
Medicare late enrollment penalty .....	27
When You Can Enroll and When Coverage Begins .....	27
New employees .....	28
Effective date of coverage .....	28
Adding new Dependents to an existing account .....	28
New Dependent effective date of coverage .....	28
Open enrollment .....	28
Special enrollment .....	28
Special Enrollment Rights .....	30
<b>How to Obtain Services</b> .....	<b>31</b>
Routine Care .....	31
Urgent Care .....	31
Advice Nurses .....	31
Your Personal Network Physician .....	31
Telemedicine .....	32
Referrals .....	32
Self-Referrals .....	32
Prior Authorizations .....	33
Required Prior-Authorization List .....	34
Second Opinions .....	34
Your Identification Card .....	34
Receiving Care in Other Kaiser Permanente Regions .....	35
Moving Outside of the Service Area .....	36
Getting Assistance .....	36
Interpreter Services .....	36
Network Facilities .....	36
<b>Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers</b> .....	<b>38</b>
Emergency Services .....	38
Post-Stabilization Care .....	38
Urgent Care .....	40
Out-of-Area Urgent Care <a href="http://kp.org/travel">http://kp.org/travel</a> .....	40
Services Not Covered Under this "Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers" Section .....	41
Payment and Reimbursement .....	42
Cost Sharing .....	42
<b>Benefits and Cost Sharing</b> .....	<b>43</b>
Medical necessity .....	43
Cost Sharing (Copayments) .....	44
Benefit Maximums and Benefit limits .....	45
Out-Of-Pocket Maximums .....	45
Outpatient Services .....	45
Hospital Inpatient Services .....	46

Acupuncture Services.....	47
Allergy Services.....	47
Ambulance Services.....	47
Chiropractic Services.....	48
Clinical Trials.....	49
Dental Services.....	50
Dental Related Medical Care.....	50
Dialysis Care.....	51
Durable Medical Equipment (DME), External Prosthetics and Orthotics.....	51
Education and Training for Self-Management.....	52
Emergency Services.....	53
Fertility Services.....	53
Home Health Services.....	54
Home Infusion Services.....	55
Hospice.....	55
Maternity Services.....	56
Medical Foods.....	56
Mental Health Services.....	56
Outpatient Laboratory, X-ray, Imaging and Other Special Diagnostic Procedures.....	57
Outpatient Prescription Drugs.....	57
Preventive Exams and Services.....	60
Reconstructive Surgery.....	61
Rehabilitative and Habilitative Services (Including Early Intervention Services for Developmental Delays) .....	62
Treatment for Pervasive Developmental Disorders.....	63
Skilled Nursing Facility Services.....	64
Substance Use Disorder Services.....	64
Gender Affirming Surgery.....	65
Transplant Services.....	66
Member Reimbursed Travel and Lodging.....	67
Urgent Care Services.....	68
Vision Exams (routine).....	68
<b>General Exclusions, General Limitations, Coordination of Benefits, and Reductions.....</b>	<b>69</b>
General Limitations.....	74
Coordination of Benefits.....	74
Definitions.....	74
Order of Benefit Determination Rules.....	76
Reductions.....	83
<b>Dispute Resolution.....</b>	<b>90</b>
Grievances.....	90
<b>Claims and Appeals.....</b>	<b>91</b>
Timing of Claim Determinations.....	91
How to File a Claim.....	93
Restrictions Against Assignment of Benefits.....	94
If a Claim Is Denied.....	94
How to Appeal a Denied Claim.....	95
Deemed Exhaustion.....	96
Procedures on Appeal.....	96
Timing of Appeal Determinations.....	97
Notice of Determination on Appeal.....	98
How to File a Final Appeal.....	98
Timing of Final Appeal Determinations.....	99
Notice of Determination on Final Appeal.....	99
Next Steps.....	100
External Review.....	100
Preliminary Review Of External Review Request.....	102

Referral To Independent Review Organization.....	102
Reversal Of Plan’s Decision .....	104
Expedited External Review.....	104
Request For Expedited External Review.....	104
Preliminary Review.....	105
Referral To Independent Review Organization.....	105
Notice Of Final External Review Decision .....	105
Your Claim After External Review.....	105
<b>Binding Arbitration.....</b>	<b>107</b>
Binding Arbitration for Participants and Dependents Assigned to a Kaiser Permanente California Region	107
<b>Termination .....</b>	<b>112</b>
Termination Due to Loss of Eligibility .....	112
For Cause .....	112
<b>Continuation of Coverage.....</b>	<b>113</b>
COBRA Continuation Coverage.....	113
USERRA Continuation Coverage .....	116
<b>Continuity of Care.....</b>	<b>116</b>
<b>Miscellaneous Provisions .....</b>	<b>117</b>
Overpayment Recovery.....	117
Qualified Medical Child Support Order .....	117
<b>ERISA Notices .....</b>	<b>117</b>
Newborn Baby and Mother Protection Act .....	117
Women’s Health and Cancer Rights Act of 1998 .....	117
Your ERISA Plan.....	118
<b>Legal and Administrative Information .....</b>	<b>121</b>
<b>Service Areas .....</b>	<b>122</b>
Service Areas for California.....	122
Service Areas Colorado.....	124
Service Areas for Mid Atlantic .....	125
Service Areas for the Northwest .....	127
Service Areas for Georgia .....	129
<b>Customer Service Phone Numbers .....</b>	<b>130</b>
Submitting a Claim .....	131
Non-Discrimination Notice.....	132
Consumer Assistance Tools .....	133
<b>Your Rights and Protections Against Surprise Medical Bills .....</b>	<b>137</b>

## Introduction

**This is not an insured benefit plan. Plan benefits are self-insured by Truist Financial Corporation, which is responsible for their payment. Kaiser Permanente Insurance Company provides only administrative Services on behalf of the Plan and does not insure the Plan benefits.**

Truist Financial Corporation (the "Plan Sponsor") is pleased to sponsor a medical plan known as the Truist Financial Corporation Health Care Plan (the "Plan").

The Plan covers and pays for the benefits described in this Benefit Booklet. Kaiser Permanente Insurance Company (KPIC) provides administrative Services for the Plan but is not an insurer of the Plan or financially liable for Plan benefits. The Plan Sponsor self-insures the Plan. The Plan Sponsor retains exclusive and ultimate responsibility for administration of the Plan.

This Benefit Booklet describes the basic features of the Plan and contains only a summary of the key parts of the Plan and a brief description of your rights as a Participant. This Benefit Booklet is not the complete official Plan document. If there is a conflict between the Plan document and this Benefit Booklet, the Plan document will govern. A complete description of the Plan is on file at the office of the Plan Sponsor.

**The Plan is an Exclusive Provider Organization (EPO) plan. Therefore, you must receive all Covered Services from Network Providers, except you can receive covered Emergency Services, Post-Stabilization Care, and Out-of-Area Urgent Care from non-Network Providers as described in the “Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non-Network Providers” section.**

When you enroll in the Plan, your care will be provided in one of the following Kaiser Permanente Regions: California, Colorado, Georgia, Northwest and Washington. Each Region has its own Service Area, but you can receive Covered Services in any Region's Service Area.

### **Language Assistance**

**SPANISH (Español):** Para obtener asistencia en Español, llame al 866-213-3062

**TAGALOG (Tagalog):** Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 866-213-3062

**CHINESE (中文):** 如果需要中文的帮助,请拨打这个号码 866-213-3062

**NAVAJO (Dine):** Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 866-213-3062

Plan reserves the right to amend, reduce, suspend or terminate any of the terms of the plan or coverage with a Notice of Material Modifications to enrollees not later than 60 days prior to the date on which such modification will become effective.

## Schedule of Benefits

This section summarizes Cost Sharing and benefit limits such as day limits, visit limits and benefit maximums. It does not describe all the details of your benefits. To learn what is covered for each benefit (including exclusions and limitations); please refer to the identical heading in the “Benefits and Cost Sharing” section and to the “General Exclusions, General Limitations, Coordination of Benefits, and Reductions” section of this Benefit Booklet.

<b>Truist Financial Corporation</b>		
<b>National Benefit Summary</b>		
Effective Date: 1/1/2024		
This is a Benefit Summary for your Kaiser Permanente EPO Plan		
<b>OVERALL PLAN FEATURES</b>		
<b>Plan Accumulation Type</b>	<b>Calendar Year</b>	
<b>Annual Out-of-Pocket Maximum</b>		
Individual	<b>\$1,500</b>	
Family	<b>\$3,000</b>	
<b>Embedded:</b> The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.		
<b>Out-of-Pocket Maximum Carry Over</b>	<b>No</b>	
<b>Copays:</b> One Copay per provider is charged per day.		
<b>Visits:</b> If multiple visits occur on the same day, each visit counts toward the applicable benefit limit.		
<b>ROUTINE PREVENTIVE EXAMS AND SERVICES</b>		
See Preventive Exams and Services for a comprehensive list of Preventive Services. Preventive Lab and X-ray screenings not specifically listed within the Preventive Exams and Services section are treated the same as non-preventive Lab and X-ray Services. Frequency and Age Limits managed by Network Provider except where noted.		
Benefit Type	You Pay and/or Maximums	Applies to OOP
<b>Wellness Exams – Adults</b> (Including <i>Well Woman</i> )	<b>\$0</b>	<b>No</b>
<b>Wellness Exams – Children</b>	<b>\$0</b>	<b>No</b>
<b>Preventive Screenings</b>	<b>\$0</b>	<b>No</b>
<b>Immunizations (Preventive)</b> Adults and Children	<b>\$0</b>	<b>No</b>
<b>Health Education and Self-Management Classes</b>	<b>\$0</b>	<b>No</b>

## OUTPATIENT SERVICES (Office or Outpatient Facility / Clinics, any Non-Inpatient setting)

Primary Care Cost Share will be charged for Family Practice, General Internal Medicine and General Pediatrics specialties. Specialty Care Cost Share will be charged for visits with all other medical specialties except Mental Health providers are considered to be Primary Care providers for the purposes of determining Participant cost share.

**Note:** Nurse Practitioner and Physician Assistant may be treated as Primary or Specialty based on their supervising physician status.

Benefit Type	You Pay and/or Maximums	Applies to OOP
<b>Office Visits</b> Including House Calls	\$25	Yes
<b>Referred Hospital Clinic Visits</b>		
Office Visits	\$25	Yes
Facility Clinic Charges	\$0	Yes
<b>Telemedicine</b> Telephone, Video, or Chat/Online communications	\$0	Yes
<b>Allergy</b> Office visit cost share may apply		
Injection	\$25	Yes
Testing	\$25	Yes
Serum only	\$0	Yes
<b>Biofeedback Services</b> Medical and Mental Health Services	\$25	Yes
<b>Cardiac Rehab</b>	\$25	Yes
<b>Chemotherapy Services</b>	\$25	Yes
<b>Dialysis Services</b>	\$25	Yes
Home Dialysis	\$25	Yes
<b>Hearing Exam</b> Audiometry exam	\$25	Yes
<b>Infusion Services</b> Requires skilled or medical administration. Office visit cost share may apply		
Infusion	\$25	Yes
Home Infusion Infusion materials, drugs and supplies	\$25	Yes
<b>Injections and Immunizations</b> Non-routine Office visit cost share may apply		
Injection	\$25	Yes
<b>Travel Immunizations</b>		
Office Visit cost share may apply		
Injection	Not Covered	Yes
<b>Male Sterilization</b>		
Outpatient Surgery	\$25	Yes
<b>Nutrition Visits</b>	\$25	Yes
<b>Radiation Therapy</b>	\$25	Yes
<b>Pulmonary Therapy</b>	\$25	Yes
<b>Respiratory Therapy</b>	\$25	Yes
<b>UV Light Treatment</b>		
Medically Necessary Ultraviolet light treatments, including ultraviolet light therapy equipment for home use, if the equipment has been approved for you through the Plan's prior authorization process.		
UV Light Therapy (in the Office) Office Visit Cost Share may apply	\$25	Yes
UV Light Therapy Box (for Home Use)	\$0	Yes
<b>Vision Exam</b>		
Office Visit	\$25	Yes
<b>Note:</b> Medical care for eye illness or injury are covered under the medical benefit by provider specialty.		

<b>HOSPITAL / SURGERY SERVICES</b>		
<b>Benefit Type</b>	<b>You Pay and/or Maximums</b>	<b>Applies to OOP</b>
<b>Inpatient Hospital</b> Includes room and board for private and semi-private rooms; ICU/CCU, Acute Rehab, Inpatient Professional Services, Ancillary Services, and Supplies. Per admission	<b>\$500</b>	<b>Yes</b>
<b>Ambulance</b> Emergency Ground and Air Ambulance Scheduled Ground and Air Ambulance Non-Network or Network Hospital to Network Hospital (repatriation)	<b>\$0</b> <b>\$0</b> <b>No charge</b>	<b>Yes</b> <b>Yes</b> <b>Yes</b>
<b>Emergency Services</b> Accident and Illness Copay waived if admitted	<b>\$50</b> <b>Yes</b>	<b>Yes</b> <b>N/A</b>
<b>Urgent and After-Hours Care</b> Urgent Care and After-Hours settings	<b>\$25</b>	<b>Yes</b>
<b>Outpatient Surgery</b> Performed in Outpatient Hospital or Ambulatory Surgery Center.	<b>\$25</b>	<b>Yes</b>
<b>Abortion</b> Elective, Medically Necessary Outpatient Surgery Inpatient Hospital per admission	<b>\$25</b> <b>\$500</b>	<b>Yes</b> <b>Yes</b>
<b>Bariatric Surgery</b> Outpatient Surgery Inpatient Hospital per admission	<b>\$25</b> <b>\$500</b>	<b>Yes</b> <b>Yes</b>
<b>Gender Affirming Surgery</b> Covered upper and lower body gender affirming -surgeries. Outpatient Surgery Inpatient Hospital per admission	<b>\$25</b> <b>\$500</b>	<b>Yes</b> <b>Yes</b>
<b>Temporomandibular Surgery (TMD/TMJ)</b> Outpatient Surgery Inpatient Hospital per admission	<b>\$25</b> <b>\$500</b>	<b>Yes</b> <b>Yes</b>
<b>MATERNITY</b>		
Includes most Routine Pre-Natal and Post-Partum care. Delivery charges and Non-routine Maternity Care and Routine Care not included under Preventive Care would be covered at the appropriate cost share.		
<b>Benefit Type</b>	<b>You Pay and/or Maximums</b>	<b>Applies to OOP</b>
<b>Routine Pre-Natal and Post-Partum Care</b> Pre-natal and post-partum visits	<b>\$0</b>	<b>No</b>
<b>Hospital Inpatient</b> Includes contracted Birthing Center if available Per admission (facility) Includes Well baby facility fees when billed with mother Well Newborn	<b>\$500</b> <b>\$0</b>	<b>Yes</b> <b>Yes</b>
<b>DIAGNOSTIC TESTS &amp; PROCEDURES</b>		
Includes Preventive Lab and X-ray screenings not specifically listed under Preventive Screenings: These Services are treated the same as Lab and X-ray Services in this section.		
<b>Benefit Type</b>	<b>You Pay and/or Maximums</b>	<b>Applies to OOP</b>
<b>Diagnostic Lab &amp; X-ray</b> <b>High Tech/Advanced Radiology - CT, MRI, Nuclear Medicine and PET</b>	<b>\$0</b> <b>\$0</b>	<b>Yes</b> <b>Yes</b>



## FERTILITY SERVICES

Provided by PROGYNY (Not eligible through your Kaiser Permanente plan). Contact Progyny for information about your Fertility coverage 1- 844-930-3295.

Services to rule out and treat the underlying medical causes of Infertility are part of the medical benefit.

Benefit Type Fertility Services provided by Progyny	You Pay and/or Maximums	Applies to OOP
<b>Hospital Charges</b> Per admission	\$500	Yes
<b>Office Visit</b>	\$25	Yes
<b>Diagnostic Lab &amp; X-ray</b>	\$0	Yes
<b>Outpatient Hospital or Ambulatory Surgery Center</b>	\$25	Yes
<b>Artificial Insemination</b>	\$25	Yes
<b>Assisted Reproductive Technology: IFV/ZIFT</b> Includes Fertility Preservation	\$25	Yes
<b>Fertility Preservation</b> Applies to Fertility Services Benefit Maximum. Elective for medical and non-medical reasons or Iatrogenic, cryopreservation storage of eggs and sperm retrieved or donated.	\$25	Yes
<b>Fertility Preservation Storage</b> for medical reasons (e.g., cancer or gender affirming)	\$0	Yes
<b>Fertility Preservation Storage Limit</b>	Unlimited	N/A
<b>Fertility Services Lifetime Maximum</b>	N/A	N/A
<b>Fertility Drugs</b>	\$10 Generic \$20 Brand	Yes

**Note:** Progyny cost share match medical cost shares up to a 2-cycle maximum.

## MENTAL HEALTH & SUBSTANCE USE DISORDER SERVICES

Benefit Type	You Pay and/or Maximums	Applies to OOP
<b>Mental Health - Inpatient</b> (Including Residential treatment services) Per admission	\$500	Yes
<b>Partial Hospitalization</b> Per episode	\$25	Yes
<b>Mental Health - Intensive Outpatient</b> , per day Includes all Services provided during the day	\$25	Yes
<b>Mental Health – Outpatient/Office</b> Individual Visit Cost Share	\$25	Yes
Group Visit Cost Share	\$12	Yes
<b>Substance Use Disorder Services - Inpatient</b> (Including Residential treatment services) Detox covered under medical benefits Per admission	\$500	Yes
<b>Substance Use Disorder Services - Partial Hospitalization</b> Per episode	\$25	Yes
<b>Substance Use Disorder Services - Intensive Outpatient</b> , per day Includes all Services provided during the day.	\$25	Yes
<b>Substance Use Disorder Services – Outpatient/Office</b> Individual Visit Cost Share	\$25	Yes
Group Visit Cost Share	\$12	Yes

## PHYSICAL, OCCUPATIONAL & SPEECH THERAPIES - Outpatient

Cost Share for Rehabilitative and Habilitative therapies are applied as one Copay per provider per day. Visits are counted on a 'per visit' basis.

Benefit Type	You Pay and/or Maximums	Applies to OOP
<b>Physical Therapy</b> Visit Maximum Visit limits (does not apply for the treatment of autism)	\$25 60 visits combined with Occupational and Speech Therapy	Yes N/A
<b>Occupational Therapy</b> Visit Maximum Visit limits (does not apply for the treatment of autism)	\$25 60 visits combined with Physical and Speech Therapy	Yes N/A
<b>Speech Therapy</b> Visit Maximum Visit limits (does not apply for the treatment of autism)	\$25 60 visits combined with Physical and Occupational Therapy	Yes N/A
<b>SKILLED CARE</b>		
Benefit Type	You Pay and/or Maximums	Applies to OOP
<b>Home Health Care</b> Nurse visits (2 hrs.), Aide visits (4 hours), therapy visits, supplies associated with a visit Visit Maximum	\$0 100 visits per calendar year	Yes N/A
<b>Hospice</b> Visit Maximum Respite Care for Home Hospice Respite Care Maximum	\$0 Unlimited \$0 Up to five consecutive days for each approved admission	Yes N/A Yes N/A
<b>Skilled Nursing Facility</b> Per admission Day Maximum	\$500 100 days per calendar year	Yes N/A
<b>OTHER Services</b>		
Benefit Type	You Pay and/or Maximums	Applies to OOP
<b>Acupuncture</b> Self referred	Not Covered	N/A
<b>Acupuncture</b> Medically Referred	\$25	Yes
<b>Chiropractic Care</b> Self referred Visit Limit	\$25 20 visits per calendar year	Yes N/A
<b>Accidental Injury to Teeth</b> Repair of sound and natural teeth directly related to an accidental injury.	Not Covered	N/A

## OTHER Services cont.

Benefit Type	You Pay and/or Maximums	Applies to OOP
<b>Autism</b> A diagnosis of autism spectrum disorder (ASD) is required for benefits to apply Applied Behavioral Analysis Age Limit Physical/Occupational/Speech Therapy Age Limit Visit maximum	\$25 Through age 18 \$25 Through age 18 Unlimited	Yes N/A Yes N/A N/A
<b>Durable Medical Equipment</b> Including Diabetic testing supplies and equipment Glucometers and Peak Flow Meters	\$0 \$0	Yes Yes
<b>Prosthetics and Orthotics</b> Includes Medically Necessary eyewear for diagnoses of aniridia and aphakia; colostomy/ostomy and urological supplies.	\$0	Yes
<b>Prosthetics - Wigs and Toupees</b> To replace hair lost due to cancer or anemia Benefit Allowance Allowance frequency Limit quantity	\$0 Unlimited Every calendar year 1 per year	Yes N/A N/A N/A
<b>Hearing Aids</b>	Not covered	N/A
<b>Medical Foods</b> Amino acid modified products	\$0	Yes
<b>Vision Hardware - Frames and Eyeglass Lenses or Contact Lenses</b> (Adults and Children)	Not Covered	N/A
<b>OUTPATIENT PRESCRIPTION DRUGS</b> Obtained from Network Pharmacies and on the KP formulary (list of approved drugs), unless otherwise specified. Note: Member will pay their copay or the full cost of the medication, whichever is less.		
Benefit Type	You Pay and/or Maximums	Applies to Plan OOP
<b>3 Tier</b>		
<b>Generic</b>		
California	\$10 up to 30-day supply, \$20 31–60-day supply, \$30 61–100-day supply	Yes
Regions Outside California	\$10 up to 30-day supply, \$20 31–60-day supply, \$30 61–90-day supply	Yes
Community/Network pharmacy (GA and MAS. GA first fill only)	\$20 up to 30-day supply, \$40 31–60-day supply, \$60 61–90-day supply	Yes

**OUTPATIENT PRESCRIPTION DRUGS cont.**

Benefit Type	You Pay and/or Maximums	Applies to Plan OOP
<b>Brand</b>		
California	\$20 up to 30-day supply, \$40 31–60-day supply, \$60 61–100-day supply	Yes
Regions Outside California	\$20 up to 30-day supply, \$40 31–60-day supply, \$60 61–90-day supply	Yes
Community/Network pharmacy (GA and MAS. GA first fill only)	\$30 up to 30-day supply, \$60 31–60-day supply, \$90 61–90-day supply	Yes
<b>Non-Preferred Brand</b>		
California	\$20 up to 30-day supply, \$40 31–60-day supply, \$60 61–100-day supply	Yes
Regions Outside California	\$20 up to 30-day supply, \$40 31–60-day supply, \$60 61–90-day supply	Yes
Community/Network pharmacy (GA and MAS. GA first fill only)	\$30 up to 30-day supply, \$60 31–60-day supply, \$90 61–90-day supply	Yes
<b>Specialty Tier</b>		
California	20% up to \$150 per 30-day supply	Yes
Regions Outside California	20% up to \$150 per 30-day supply	Yes
Community/Network pharmacy (GA first fill only) and MAS	30% up to 30-day supply	Yes
<b>Note:</b> Certain medications may be limited to 30-day supply.		
<b>Mail Order Drugs</b>		
<b>3 Tier</b>		
<b>Generic</b>		
California	\$10 up to 30-day supply \$20 from 31 up to 100-day supply	Yes
Regions Outside California	\$10 up to 30-day supply \$20 from 31 up to 90-day supply	Yes
<b>Brand</b>		
California	\$20 up to 30-day supply \$40 from 31 up to 100-day supply	Yes
Regions Outside California	\$20 up to 30-day supply \$40 from 31 up to 90-day supply	Yes

## OUTPATIENT PRESCRIPTION DRUGS cont.

Benefit Type	You Pay and/or Maximums	Applies to Plan OOP
<b><i>Non-Preferred Brand</i></b>		
California	<b>\$20 up to 30-day supply \$40 from 31 up to 100-day supply</b>	<b>Yes</b>
Regions Outside California	<b>\$20 up to 30-day supply \$40 from 31 up to 90-day supply</b>	<b>Yes</b>
<b>Note:</b> Certain medications may be limited to 30-day supply. Not all medications are available via Mail Order.		
<b>Blood Factors</b>	<b>\$0</b>	<b>Yes</b>
<b>Diabetic Coverage</b> Some diabetic supplies may be covered under Durable Medical Equipment.		
Oral medications and Insulin	<b>=Generic/Brand Cost Share</b>	<b>Yes</b>
Diabetic testing supplies (meters, test strips)	<b>=Generic/Brand Cost Share</b>	<b>Yes</b>
Diabetic administration devices (syringes)	<b>=Generic/Brand Cost Share</b>	<b>Yes</b>
<b>Fertility Drug Coverage</b> (Not eligible through your Kaiser Permanente plan)	<b>Covered by Progyny</b>	<b>N/A</b>
<b>Sexual Dysfunction</b> Quantity Limits Apply	<b>=Generic/Brand Cost Share</b>	<b>Yes N/A</b>
<b>Weight Loss</b>	<b>=Generic/Brand Cost Share</b>	<b>Yes</b>
<b>Supplemental Preventive Drugs</b> Includes formulary drugs for asthma, cholesterol, diabetes, hypertension, osteoporosis and stroke.	<b>=Generic/Brand Cost Share</b>	<b>Yes</b>
<b>ACA Mandated Drugs*</b> (see Preventive Services for more information)		
Contraceptive Devices (diaphragms, cervical caps, etc.) and methods, and Contraceptive Drugs (FDA-approved and prescribed by your doctor.	<b>\$0</b>	<b>No</b>
Emergency Contraception	<b>\$0</b>	<b>No</b>
Preventive Breast Cancer Drugs	<b>\$0</b>	<b>No</b>
Smoking Cessation	<b>\$0</b>	<b>No</b>
Statins (Cholesterol Lowering Agents)	<b>\$0</b>	<b>No</b>
PrEP for HIV Prevention	<b>\$0</b>	<b>No</b>
<b>Preventive Over the Counter Products*</b> Preventive Over the Counter products are covered at a network pharmacy when prescribed by your provider for certain conditions.		
Aspirin	<b>\$0</b>	<b>No</b>
Oral Fluoride	<b>\$0</b>	<b>No</b>
Folic Acid	<b>\$0</b>	<b>No</b>
Iron Supplements	<b>\$0</b>	<b>No</b>
Female Contraceptives (spermicides, male and female condoms, emergency contraceptives and sponges)	<b>\$0</b>	<b>No</b>
Bowel Prep	<b>\$0</b>	<b>No</b>
* With prescription, no cost share. Without prescription, Participant pays retail cost.		
Refer to the Outpatient Prescription Drug section later in this document for coupon information.		
For items or injections dispensed by Pharmacy and requiring skilled administration in the Physician's Office (Implantable contraceptives, administered meds, etc.) Office Visit Cost Share for administration may apply.		

## Travel and Lodging

For reasonable transportation and lodging that is primarily for and essential to receipt of a specific Covered Service where (1) the covered individual is unable to locate an In-Network provider in the State where the covered individual resides and (2) the covered individual must travel more than 50 miles to receive the Covered Service.

### Travel and Lodging for Organ Transplants, Gender Affirming surgery and Bariatric surgery

Organ Transplants include recipient, care giver and donor  
Gender Affirming and Bariatric surgery include patient and companion.

Transportation Limits

**Unlimited**

**N/A**

Lodging Limits

**Unlimited**

**N/A**

Daily Expense Limits

**Reimbursement up to \$50 per day per person**

**N/A**

Daily expenses include incidental expenses such as meals and does not include personal expenses.

Benefit Maximum

**Unlimited**

**N/A**

Benefit Lifetime Maximum

**Unlimited**

**N/A**

### Member Reimbursed Travel and Lodging

For covered services not offered within 50 miles of your residence.  
Includes patient and medically necessary companion. International travel is excluded.

Transportation Limits

**Unlimited**

**N/A**

Includes round trip transportation and lodging for the patient and one adult companion

- Travel in a personal car, at the current IRS standard mileage rate
- Economy class air or train fare
- Public transportation, taxis, Lyft, Uber, or similar services (Limos, luxury or upgraded vehicles will not be reimbursed)
- Parking and tolls

Lodging Limits

**\$50 per night, \$100 per night if accompanied by a companion**

**Yes**

Hotel or similar accommodations if an overnight stay is required prior to or following a covered procedure. Reimbursement is limited to the charge for a single (double occupancy) room, including taxes, not to exceed \$50/night, per person up to 2 people, for 1 or 2 nights as required, unless a longer stay was recommended by a physician. (Hotel movies, entertainment, meals, and other services will not be reimbursed.)

Daily expenses

**Not covered**

**N/A**

Includes incidental expenses such as meals and other personal expenses.

Benefit Maximum

**Unlimited**

**N/A**

Benefit Lifetime Maximum

**Unlimited**

**N/A**

Reimbursement for reasonable transportation and lodging expenses actually incurred by you and a companion in the course of obtaining the covered service. Services must be received at the at the most reasonable provider for the service provided.

## Definitions

In this Benefit Booklet, Participants and Dependents may be referred to as “You” or “Your.”

The following terms, when capitalized and used in any part of this Benefit Booklet, mean:

### **Adverse Benefit Determination:**

- A denial, reduction, or termination of a benefit by the Plan, or a failure of the Plan to provide or make payment (in whole or in part) for a benefit, including any denial, reduction, termination, or failure to provide or make payment that is based on a determination of your, or your beneficiary's, eligibility to participate in the Plan.
- A denial, reduction, or termination of a benefit by the Plan, or a failure of the Plan to provide or make payment (in whole or in part) for a benefit resulting from the application of any utilization review; and a failure of the Plan to cover an item or Service for which benefits are otherwise provided because such item or Service is determined to be experimental or investigational or not Medically Necessary or appropriate.
- The Plan's determination as to whether the Plan is complying with the non-quantitative treatment limitation parity provision of the Mental Health Parity and Addiction Equity Act.
- Plan determinations that involve plan compliance with surprise billing and cost-sharing protections under the Federal No Surprises Act.

**Allowable Amount:** The amount the provider has contracted to accept for Services rendered. This amount is based on a case rate for bundled professional and facility Services, a contract rate or a network fee schedule. In the case of pharmaceuticals, the Allowable Amount is an amount based on the average wholesale price plus a dispensing fee.

**Allowance:** A dollar amount the Plan will pay for benefits for a Service during a specified period. Amounts more than the Allowance, are your responsibility to pay and do not apply toward your Out-of-Pocket Maximum.

**Ancillary Service:** Services that are:

- Items and Services related to emergency medicine, anesthesiology, pathology, radiology and neonatology, whether provided by a physician or non-physician practitioner
- Items and Services provided by assistant surgeons, hospitalists, and intensivists
- Diagnostic Services, including radiology and laboratory Services
- Items and Services provided by a nonparticipating provider if there is no Network provider who can furnish such item or Service at such facility
- Items or Services furnished because of unforeseen, urgent medical needs that arise at the time an item or Service is furnished, regardless of whether the Non-

Network Provider satisfies the notice and consent requirements under federal law.

**Claims Administrator:** The Kaiser Permanente Insurance Company (KPIC) self-funded claims administrator. You can find the Claims Administrator's address in the "Customer Service Phone Numbers" section and on your Kaiser Permanente ID card.

**Clinically Stable:** You are considered Clinically Stable when your treating physician believes, within a reasonable medical probability and in accord with recognized medical standards, that you are safe for discharge or transfer and that your condition is not expected to get materially worse during, or because of, the discharge or transfer.

**COBRA:** Consolidated Omnibus Budget Reconciliation Act of 1985.

**Coinsurance:** A percentage of Eligible Charges that you must pay for certain Covered Services as described in the "Schedule of Benefits" section.

**Community Pharmacy:** A retail pharmacy under contract with Kaiser Permanente.

**Copayment:** (aka Copay) A specified dollar amount that you must pay for certain Covered Services as described in the "Schedule of Benefits" section.

**Cost Sharing/Share:** Copayments, Coinsurance and Deductibles.

**Covered Service:** Services that meet the requirements described in this Benefit Booklet.

**Custodial Care** – Any Service, procedure or supply that is provided primarily:

- For ongoing maintenance of a person's condition, not for therapeutic value, in the treatment of an illness or injury
- To assist a person in meeting activities of daily living for example, assistance in walking, bathing, dressing, eating and preparation of special diets and supervision over self-administration of medication not requiring the constant attention of trained medical personnel

Such Services and supplies are regarded as Custodial Care without regard to the following:

- Who prescribes the Service and supplies
- Who recommends the Service and supplies
- Who performs the Service or the method in which such Services are performed

**Deductible:** A specific dollar amount you are required to pay for certain types of Covered s annually, before benefits will be paid. The Deductible is calculated after the Eligible charges are determined and prior to any Coinsurance or Copayment.



**Dental Services:** Items and Services provided in connection with the care, treatment, filling or removal, or replacement of teeth or structures directly supporting the teeth. (Structures supporting the teeth mean the periodontium, which includes the gingivae, dentogingival junction, periodontal membrane, cementum of the teeth and alveolar process.)

**Dependent:** A person who is enrolled in the Plan if the person's relationship to the Participant is the basis for eligibility. This Benefit Booklet sometimes refers to a Dependent or Participant as "You." Third generation dependents or dependents of a dependent are not covered for the first 31 days of life.

**Domestic Partner:** A person registered as a Participant's domestic partner with a state or local government.

**Durable Medical Equipment (DME):** Durable Medical Equipment (DME) is a device or instrument of a durable nature that meets all of the following requirements:

- It can withstand repeated use;
- It is primarily and customarily used to serve a medical purpose;
- It is generally not useful to a person in the absence of illness or injury; and
- It is appropriate for use in your home.

**Eligible Charges Network Providers:**

- For Services provided by Kaiser Permanente, the charge in the relevant Kaiser Foundation Health Plan's schedule of Kaiser Permanente charges for Services provided to participants.
- For Services that Network Providers (other than Kaiser Permanente) provide under a contract with Kaiser Permanente, the amount that the provider has agreed to accept as payment in full under that contract.
- For items obtained at a pharmacy owned and operated by Kaiser Permanente, the amount the pharmacy would charge you for the item if your benefits did not cover the item (this amount is an estimate of: the cost of acquiring, storing, and dispensing drugs and other items, the direct and indirect costs of providing Kaiser Permanente pharmacy Services, and the pharmacy program's contribution to the net revenue requirements of the relevant Kaiser Foundation Health Plan).
- For all other Services, the amounts that the Plan pays for the Services or, if the Plan subtracts Cost Sharing from its payment, the amount the Plan would have paid if it did not subtract Cost Sharing.

**Eligible Charges Non-Network Providers:**

- For Emergency Services and scheduled Services at a Network Hospital or ambulatory surgical center rendered by Non-Network Providers, the plan's Qualifying Payment Amount (QPA) – which is the median contracted rate (the middle amount in an ascending or descending list of contracted rates), adjusted for market consumer price index in urban areas (CPIU). The Cost Share will be based on the Recognized Amount (RA) which is

lower of the QPA or the provider billed charges for a given Service. The QPA is based on contracted rates for the same or similar insurance market (individual, large group, small group, self-insured employer); geography, based on MSAs (Metropolitan Statistical Area - a geographical region with a relatively high population density at its core and close economic ties throughout the area) and the non-MSA areas in a state; and Service provided in the same or similar specialty or type of facility. The contracted rates must reflect the total provider reimbursement amount contractually agreed, including cost-sharing, whether it's under a direct or indirect contract with the plan.

- To determine the QPA when there is no contracted rate KPIC will use the lower of an underlying fee schedule or the derived amount from Kaiser claims history.
- In the alternative KPIC may attempt to contract with the provider on a patient-by-patient basis.
- Should a provider dispute the QPA they may enter into a Dispute Resolution (IDR) process after a 30-day negotiation period. A certified IDR entity will select between the provider and KPIC's offer of payment. The non-prevailing party will pay all fees charged by the IDR entity.

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

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

A mental health condition is an Emergency Medical Condition when it meets the requirements of the paragraph above, or when the condition manifests itself by acute symptoms of sufficient severity such that either of the following is true:

- The person is an immediate danger to himself or herself or to others
- The person is immediately unable to provide for, or use, food, shelter, or clothing, due to the mental disorder

**Emergency Services:** All 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 Independent freestanding emergency department, including professional, ancillary Services routinely available to the

emergency department to evaluate the Emergency Medical Condition, Post Stabilization Services and outpatient observation during the same “visit” unless the provider/facility:

- (1) determines you may travel using nonmedical or nonemergency medical transportation;
- (2) has obtained informed consent from you for such items/Services (Consent by may not be obtained when Services are unforeseen and urgent. Ancillary providers may never seek consent to bill the enrollee). In addition, if you (or your authorized representative) consent to the provision of Services by a non-Network Provider, then KPIC will not pay for such Services and the amount you pay will not count toward satisfaction of the Annual Deductible, if any, or the Out-of-Pocket Maximum(s). The notice must include: (i) that the provider or facility is Non-Network with respect to the Plan; (ii) a good faith estimated amount that the provider or facility may charge including a notification that the provision of the estimate or the consent to be treated does not constitute a contract with respect to those estimated charges; (iii) a list of any Network providers at the facility who are able to furnish the items and Services involved and you may be referred, at your option, to that provider; and (iv) information about whether prior authorization or other care management limitations may be required in advance of receiving the items or Services at the facility.

- **Note:** Once your condition is Clinically Stable, covered Services that You receive are Post Stabilization Care and not Emergency Services EXCEPT when You receive Emergency Services from Non-Network Providers AND federal law requires coverage of Your Post-Stabilization Care as Emergency Services. Post-Stabilization Care is subject to all of the terms and conditions of this SPD including but not limited to Prior Authorization requirements unless federal law applies and defines such Post-Stabilization Care as Emergency Services.

**EMTALA:** The Emergency Medical Treatment and Labor Act (EMTALA) is a United States Congressional Act passed as part of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986.

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

**Exclusive Provider Organization (EPO):** A health care plan design that requires the use of a specific network of health care providers for all but emergency and out-of-area urgent care Services.

**Experimental and Investigational** A Service is Experimental or Investigational if it meets one of the following criteria:

- Generally accepted medical standards do not recognize it as safe and effective for treating the condition in question (even if it has been authorized by law for use in testing or other studies on human patients);
- It requires government approval that has not been obtained when Service is to be provided;

- It cannot be legally performed or marketed in the United States without FDA approval;
  - It is the subject of a current new drug or device application on file with the FDA;
  - It has not been approved or granted by the U.S. Food and Drug Administration (FDA) excluding off-label use of FDA approved drugs and devices
  - It is provided pursuant to a written protocol or other document that lists an evaluation of the Service's safety, toxicity or efficacy as among its objectives;
  - It is subject to approval or review of an Institutional Review Board or other body that approves or reviews research;
  - It is provided pursuant to informed consent documents that describe the Services as experimental or investigational, or indicate that the Services are being evaluated for their safety, toxicity or efficacy; or
  - The prevailing opinion among experts is that use of the items Services should be substantially confined to research settings or further research is necessary to determine the safety, toxicity or efficacy of the item or Service; or
- It is provided for Non-referred Services in connection to an approved clinical trial and/or Services in connection with a non-approved clinical trial;

Services related to clinical trials are considered Experimental or Investigational when;

- Items and Services are provided solely to satisfy data collection and analytical needs of a clinical trial and are not used in the direct clinical management of the patient (e.g., monthly CT scans for a condition usually requiring only a single scan);
- Items and Services customarily provided by the research sponsors free of charge for any enrollee in the trial; and
- Items or Services are needed for reasonable and necessary care arising from the provision of an Experimental or Investigational item or Service--in particular, for the diagnosis or treatment of complications.

**Family:** A Participant and their eligible Dependents.

**Hearing Aid:** An electronic device you wear for amplifying sound and assisting the physiologic process of hearing, including an ear mold if necessary.

**HIPAA:** Health Insurance Portability and Accountability Act, as amended.

**Hospice:** A specialized form of interdisciplinary health care designed to provide palliative care and to alleviate the physical, emotional, and spiritual discomforts you may experience during the last phases of life due to a terminal illness. It also provides support to your primary caregiver and your family.

**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.

**Kaiser Permanente:** A Network of Providers that operate through eight Regions, each of which has a Service Area. For each Kaiser Permanente Region, Kaiser

Permanente consists of Kaiser Foundation Hospitals (a California nonprofit corporation) and the Medical Group for that Region:

- Kaiser Foundation Health Plan, Inc., for the Northern California Region, the Southern California Region, and the Hawaii Region
- Kaiser Foundation Health Plan of Colorado for the Colorado Region
- Kaiser Foundation Health Plan of Georgia, Inc., for the Georgia Region
- Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., for the Mid-Atlantic States Region
- Kaiser Foundation Health Plan of the Northwest for the Northwest Region
- Kaiser Foundation Health Plan of Washington for the Washington Region

**KPIC:** Kaiser Permanente Insurance Company, which provides claims administrative Services for the Plan.

**Material Modification:** Per section 102 of the *Employee Retirement Income Security Act of 1974* (ERISA), a material modification includes:

- Any coverage modification that alone or combined with other changes made at the same time would be considered by “an average participant” to be “an important change in covered benefits or other terms of coverage under the plan or policy.”
- An enhancement of covered benefits, Services or other more general, plan or policy terms. For example, coverage of previously excluded benefits or reduced cost-sharing.
- A “material reduction in covered Services or benefits” or more strict requirements for “receipt of benefits,” including:
  - Changes or modifications that reduce or eliminate benefits
  - Increases in cost-sharing
  - Imposing a new referral requirement

**Medically Necessary:** A Service is Medically Necessary if, in the judgment of Kaiser Permanente it meets all the following requirements:

- It is required for the prevention, diagnosis, or treatment of your medical condition;
- Omission of the Service would adversely affect your condition;
- It is provided in the least costly medically appropriate setting; and
- It is in accord with generally accepted professional standards of practice that is consistent with a standard of care in the medical community.

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

**Network Provider:** A Network Hospital, Physician, Pharmacy, Skilled Nursing Facility, Medical Group, or any other health care provider under contract with Kaiser Permanente to provide Covered Services. Network Providers are subject to change at any time without notice. For current locations of Network facilities please visit [www.kp.org](http://www.kp.org) or call Customer Service at the number listed in the “Customer Service Phone Numbers” section. To find a Kaiser Pharmacy visit [www.kp.org](http://www.kp.org) - select *Pharmacy*.

**Network Facility:** Any outpatient or inpatient medical facility listed on [www.kp.org](http://www.kp.org). Facilities house medical suites, critical care, laboratory imaging and telemedicine Services, ambulatory surgery and pre and post operative Services. Note: Facilities are subject to change at any time. For the current locations, call Customer Service.

**Network Hospital:** A licensed hospital (that provides inpatient, outpatient and ambulatory surgical care and other related Services for surgery, acute medical conditions, or injuries usually for a short-term illness or condition), owned and operated by Kaiser Foundation Hospitals or another hospital which contracts with Kaiser Foundation Hospitals to provide Covered Services.

**Network Optical Sales Office:** An optical sales office owned and operated (or designated) by Kaiser Permanente. Please refer to [www.kp.org](http://www.kp.org) for a list of Plan Optical Sales Offices in your area. Plan Optical Sales Offices are subject to change at any time without notice. For the current locations of Plan Optical Sales Offices, please go to [www.kp.org](http://www.kp.org) or call the Customer Service phone number listed under “Customer Service Phone Numbers” in the Legal and Administrative Information section.

**Network Pharmacy:** A pharmacy owned and operated by Kaiser Permanente or another pharmacy that Kaiser Permanente designates.

**Network Physician:** A licensed physician who is a partner, shareholder, or employee of the Medical Group, or another licensed physician who contracts with the Medical Group to provide Covered Services.

**Network Ancillary Providers:** Non-MD providers such as Psychologists, MFCCs, LCSWs, Optometrists, Physical, Speech, and Occupational Therapy. Such providers will be subject to the primary care Cost Share however, verify referral requirements in the How to Obtain Services section.

**Network Primary Care Provider:** Family Practice, Internal Medicine and Pediatrics. Note: Physician Assistants and Nurse Practitioners may be treated as Primary Care Providers or Specialists based the supervising physicians’ provider status.

**Network Specialist:** Medical Doctor with a specialty not considered primary care. Note: Physician Assistants and Nurse Practitioners may be treated as Primary Care Providers or Specialists based the supervising physicians’ provider status.

**Medical Group:** The following medical groups for the following Kaiser Permanente Regions:

- The Permanente Medical Group for the Northern California Region
- The Southern California Permanente Medical Group for the Southern California Region
- Colorado Permanente Medical Group, P.C., for the Colorado Region
- The Southeast Permanente Medical Group, Inc., for the Georgia Region
- Hawaii Permanente Medical Group, Inc., for the Hawaii Region
- Mid-Atlantic Permanente Medical Group, P.C., for the Mid-Atlantic States Region
- Northwest Permanente, P.C., Physicians & Surgeons, for the Northwest Region
- Washington Permanente Medical Group, P.C.

**Network Skilled Nursing Facility:** A licensed facility that provides inpatient skilled nursing care, rehabilitation Services, or other related health Services that contracts with Kaiser Permanente to provide Covered Services. The facility’s primary business is the provision of 24-hour-a-day skilled nursing care. The term “Skilled Nursing Facility” does not include convalescent nursing homes, rest facilities, or facilities for the aged, if those facilities furnish primarily Custodial Care, including training in routines of daily living. A “Skilled Nursing Facility” may also be a unit or section within another facility if it continues to meet the definition.

**Non-Network Provider or Out-of-Network Provider:** Any health care provider that is not a Network Provider.

**Out-of-Pocket Maximum:** The maximum dollar amount you can be required to pay for certain Covered Services you receive annually. This amount includes Cost Sharing amounts.

**Participant:** A person who is enrolled in the Plan if that person is eligible in his own right and not because of his or her relationship to someone else. This Benefit Booklet sometimes refers to a Dependent or Participant as “You.”

**Plan:** The plan named in the “Legal and Administrative Information” section.

**Plan Document:** A comprehensive written instrument which sets forth the rights of the plan’s participants and beneficiaries. It sets forth what benefits are available, who is eligible, how benefits are funded, who is the named fiduciary, how the plan can be amended and the procedures for allocating plan responsibilities.

**Plan Sponsor:** The plan sponsor named in the “Legal and Administrative Information” section.

**Plan Year:** The date span (Plan begin and end dates) listed in the “Legal and Administrative Information” section.

**Post Stabilization Care:** Means Medically Necessary Services related to your Emergency Medical Condition you receive after your treating physician determines your Emergency Medical Condition is Clinically Stable. Post-Stabilization Care is covered only when (1) it is considered to be Emergency Services under federal law (without Prior Authorization) or, (2) KPIC determines such Services are Medically Necessary pursuant to a request for Prior Authorization for the Service.

**Primary Care:** Care provided by a Network Provider who specializes in internal medicine, pediatrics or family practice Services.

**Prior Authorization:** Medical Necessity approval obtained in advance which is required for certain Services to be Covered Services under the Plan. Authorization is not a guarantee of payment and will not result in payment for Services that do not meet the conditions for payment by the Plan.

**Prosthetics and Orthotics:** An external prosthetic device is a device that is located outside of the body which replaces all or a portion of a body part or that replaces all or portion of the function of a permanently inoperative or malfunctioning body part. Internally implanted prosthetic devices are devices placed inside the body through a surgical incision which replaces all or a portion of a body part or that replaces all or portion of the function of a permanently inoperative or malfunctioning body part. Orthotics are rigid or semi-rigid external devices that are used for the purpose of supporting a weak or deformed body part, improving the function of moveable parts or for restricting or eliminating motion in a diseased or injured part of the body.

**Reconstructive Surgery:** Surgery to improve function and under certain conditions, to restore normal appearance after significant disfigurement.

**Region:** A geographic area serviced by Kaiser Permanente. See “Kaiser Permanente” in this “Definitions” section.

**Self-Funded Medical Plan:** An arrangement in which the employer assumes the financial risk for providing health care benefits to enrolled employees and dependents. Instead of paying a fixed premium to an insurance carrier or HMO, the employer pays health care claims out of its own pocket as the claims are incurred. Claims are usually processed through a third-party administrator.

**Service(s):** Healthcare, including mental health care and behavioral health treatment to treat pervasive developmental disorders or autism, Services and items.

**Service Area:** A smaller geographic area of a Kaiser Permanente Region.

**SPD (Summary Plan Description):** An ERISA required document which conveys the plan information in an understandable summary.



**Specialty Care:** Care provided by a Network Provider who provides Services other than Primary Care Services.

**Spouse:** The person to whom you are legally married under applicable law.

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

**State of Emergency:** During a national or regional state of emergency patient care may be handled in a variety of new and unusual locations (i.e., Drive up testing in parking lots, overflow inpatient care in convention centers, floating military hospitals and reopened previously closed facilities). Payment for Services rendered by licensed providers will be based on provider licensure rather than place of Service.

**Surprise Billing:** Unexpected billing by a Non-Network provider (except when you have consented) for 1) Emergency Services, 2) certain other Services performed by a Non-Network provider at a Network facility and 3) air ambulance Services from a Non-Network provider that is prohibited under federal law. When Surprise Billing occurs, you are only required to pay the Network cost-sharing amount. Your Cost-Sharing amount is calculated based upon the ‘Recognized Amount’ for a Non-Network provider/facility, and for Emergency Services and Ancillary Services, the Recognized Amount is the All Payer Model Agreement amount, if applicable, or the amount calculated pursuant to a specified state law if applicable, or the Qualifying Payment Amount (QPA).

**Urgent Care:** Medically Necessary Services for a condition that requires prompt medical attention but is not an Emergency Medical Condition.

## **Eligibility, Enrollment, and Effective Date**

### **Plan eligibility requirements**

You must meet the Plan's eligibility requirements listed below:

### **Service Area eligibility requirement**

The Participant must live or work in a Kaiser Service Area at the time of enrollment. The Service Area cities are listed in the back of this Benefit Booklet. You cannot enroll or continue enrollment as a Participant or Dependent if you cease to live or work within the cities listed.

Note: You may receive Urgent and Emergent care outside a Kaiser Service Area; see the Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non-Network Providers section for more information.

### **Additional eligibility requirements**

You are eligible to enroll and continue enrollment as a Participant if you are:

- An active full-time employee
- An active part-time employee (at least 20 hours per week)

As an enrolled Participant you may enroll the following Dependents:

- Your Spouse which includes a Domestic Partner.
- Your or your Spouse's children (including adopted children, children placed with you for adoption or under legal guardianship. Other dependent persons (but not including foster children) which you or your Spouse is the child's court-appointed guardian (or was when the person reached age 18) who are under age 26.
- Dependents who meet the Dependent eligibility requirements, except for the age limit, may be eligible as a disabled dependent if they meet all the following requirements:
  - they are incapable of self-sustaining employment because of a physically- or mentally disabling injury, illness or condition that occurred prior to reaching the age limit for Dependents;
  - they receive 50 percent or more of their support and maintenance from you or your Spouse; and
  - You provide proof of their incapacity and dependency within 60 days of request (see "Disabled dependent certification" below in this "Additional eligibility requirements" section).

### **Disabled dependent certification**

A dependent who meets the Dependent eligibility requirements except for the age limit may be eligible as a disabled dependent. You must provide documentation of your dependent's incapacity and dependency as follows:

- If your Dependent is enrolled, you will be sent a notice of his or her loss of eligibility a due to reaching the age limit. Your Dependent's eligibility will terminate as described in the notice unless you provide documentation of his or her incapacity and dependency and he or she is determined to be eligible as a disabled dependent. If your Dependent does not meet the eligibility requirements as a disabled dependent, you will be notified that he or she is not eligible and the eligibility termination date. If your Dependent is determined to be eligible as a disabled dependent, there will be no lapse in coverage.
- If your dependent is not enrolled and you are requesting enrollment, you must provide documentation of his or her incapacity and dependency. If your dependent is determined to be eligible as a disabled dependent, documentation of his or her incapacity and dependency will be requested annually.

### **Persons barred from enrolling**

You cannot enroll if you have had your eligibility terminated for cause.

### **Participants with Medicare and retirees**

If, during your enrollment in this Plan, you are or become eligible for Medicare (please see "Medicare" in the "Definitions" section for the meaning of "eligible for" Medicare) or you retire, your enrollment options are as follows:

- If federal law requires that the Plan is primary and Medicare coverage is secondary, your coverage under this Plan will be the same as it would be if you had not become eligible for Medicare.
- If you are or become eligible for Medicare and are in a class of beneficiaries for which the Plan is secondary to Medicare, contact the Plan Sponsor.

### **Medicare late enrollment penalty**

If you become eligible for Medicare Part B and do not enroll during the initial Medicare enrollment period, Medicare may require you to pay a late enrollment penalty if you later enroll in Medicare Part B. Also, if you go 63 days or longer without Medicare Part D coverage or creditable prescription drug coverage, you may have to pay a late enrollment penalty when you enroll in a Medicare Part D plan. Creditable prescription drug coverage means prescription drug coverage that is at least as good as the standard Medicare Part D prescription drug coverage. If you are or become eligible for Medicare Part D, your Plan Sponsor is responsible for informing you about whether your drug coverage under this Plan is Medicare Part D creditable prescription drug coverage at the times required by CMS and upon your request.

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

Your Plan Sponsor will inform you when you are eligible to enroll and what your effective date of coverage is. If you are eligible to enroll as described under "Plan eligibility requirements" in this "Eligibility, Enrollment, and Effective Date" section, enrollment is permitted as described below and coverage begins at the beginning (12:00 a.m.) of the effective date of coverage indicated below, except that your Plan

Sponsor may have additional requirements, which allows enrollment in other situations.

### **New employees**

When your Plan Sponsor informs you that you are eligible to enroll, you may enroll yourself and any eligible Dependents.

### **Effective date of coverage**

The effective date of coverage for new employees and their eligible family Dependents is the first of the month following date of hire.

### **Adding new Dependents to an existing account**

To enroll a new Dependent such as a new Spouse, a newborn child, or a newly adopted child, contact your Plan Sponsor.

### **New Dependent effective date of coverage**

Other than a newborn or a newly adopted child (including a child placed with you for adoption), the effective date of coverage for newly acquired Dependents is the first of the month following the date the qualifying change is received by your Plan Sponsor. For a newborn or a newly adopted child, the effective date of coverage is as follows:

- A new Spouse is covered from first of the month following the date of marriage.
- A new Domestic Partner is covered from first of the month following the date of the domestic partnership event date.
- A newborn child is covered from the moment of birth if you enroll the child within 45 days after birth.
- A newly adopted child (including a child placed with you for adoption) will begin on the date specified on the court order.

### **Open enrollment**

You may enroll as a Participant (along with any eligible Dependents), and existing Participants may add eligible Dependents, during the Plan's open enrollment period. Your Plan Sponsor will let you know when the open enrollment period begins and ends and the effective dates of coverage.

### **Special enrollment**

If you do not enroll when you are first eligible and later want to enroll, you can enroll only during open enrollment unless one of the following is true:

- **Special enrollment of a Family due to new Dependents.** You may enroll as a Participant with your Dependents within 31 days after marriage, adoption, or placement for adoption and within 45 days after birth by submitting to your Plan a Health Plan–approved enrollment application. You must enroll at least one newly acquired Dependent when you enroll as a Participant.

The effective date of an enrollment resulting from marriage is no later than the first day of the month following the date your Plan receives an enrollment application from the Participant. Enrollments due to birth, adoption, or placement for adoption are effective on the date of birth, adoption, or placement for adoption.

- **Special enrollment due to loss of other coverage.** You may enroll as a Participant (along with any eligible Dependents), and existing Participants may add eligible Dependents, by contacting your Plan Sponsor within 31 days after loss of other coverage, if all of the following are true:
  - The Participant or at least one of the Dependents had other coverage when he or she previously declined Plan coverage
  - The loss of the other coverage is due to one of the following:
    - exhaustion of COBRA coverage;
    - loss of eligibility or termination of employer contributions for non-COBRA coverage (but not termination for cause or for nonpayment of an individual non-group plan);
    - loss of eligibility for "no share of cost" Medi-Cal or Healthy Families Program coverage (but not termination for cause); or
    - reaching a lifetime maximum on all benefits.

Note: If you are enrolling yourself as a Participant along with at least one eligible Dependent, only one of you must meet the requirements stated above.

The effective date of an enrollment resulting from loss of other coverage is no later than the first day of the month following the date your Plan receives an enrollment or change of enrollment application from the Participant.

- **Special enrollment due to court or administrative order.** Within 31 days after the date of a court or administrative order requiring a Participant to provide health care coverage for a Spouse or child who meets the eligibility requirements as a Dependent.

The Plan Sponsor will determine the effective date of an enrollment resulting from a court or administrative order, except that the effective date cannot be earlier than the date of the order and cannot be later than the first day of the month following the date of the order.

- **Special enrollment due to reemployment after military service.** If you terminated your health care coverage because you were called to active duty in the military service, you may be able to be reenrolled in the Plan if required by federal law. Please ask your Plan Sponsor for more information.
- **Special enrollment due to a Section 125 qualifying event.** If your Plan is a Section 125 cafeteria plan, you may enroll along with any eligible Dependents

and existing Participants may add eligible Dependents, if you experience an event that your Plan designates as a special enrollment qualifying event.

### **Special Enrollment Rights**

If you waive medical coverage under the Plan and you subsequently lose your other coverage for any reason, you and your eligible Dependents may enroll in the Plan within 31 days of losing other coverage. In addition, if you have new Dependents as a result of marriage, birth, adoption, or placement for adoption, you may enroll yourself and your new Dependent(s) within 31 days of the qualifying event.

In addition, if you waive medical coverage under the Plan for yourself and/or your dependents because you are enrolled in Medicaid or your state's Children's Health Insurance Program (CHIP formerly known as SCHIP), you will be permitted to enroll in the Plan when:

- You or your dependent's Medicaid or CHIP coverage is terminated because of loss of eligibility, providing you request special enrollment within 60 days of the loss of coverage.
- You or your dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP, providing you request special enrollment within 60 days of when eligibility is determined.

## **How to Obtain Services**

As a Participant or Dependent, you must receive all Covered Services from Network Providers inside the Service Area, except where specifically noted to the contrary in the “Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers” section.

Kaiser Permanente gives you access to all of the Covered Services you may need, such as routine care with your own personal Network Physician, hospital care, laboratory and pharmacy Services, Emergency Services, Urgent Care, and other benefits described in the “Benefits and Cost Sharing” section.

### **Routine Care**

Routine appointments are for medical needs that are not urgent, such as routine preventive care. Try to make your routine care appointments as far in advance as possible.

### **Urgent Care**

You may need Urgent Care if you have an illness or injury that requires prompt medical attention but is not an Emergency Medical Condition. If you think you may need Urgent Care, call the Urgent Care or advice nurse telephone number (see the “Customer Service Phone Numbers” section or [www.kp.org](http://www.kp.org)). Note: Urgent Care received in a Kaiser Permanente Service Area from a Non-Network provider or emergency department is not covered.

For information about Urgent Care outside the Service Area, please refer to the “Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers” section.

### **Advice Nurses**

Sometimes it's difficult to know what type of care you need. That's why Kaiser Permanente has telephone advice nurses available to assist you. These advice nurses can help assess medical symptoms and provide advice over the phone, when medically appropriate. They can often answer questions about a minor concern, tell you what to do if a Network Provider is closed, or advise you about what to do next, including making a same-day appointment for you if it's medically appropriate. To reach an advice nurse, please call the advice nurse phone number listed in the “Customer Service Phone Numbers” section.

### **Your Personal Network Physician**

Personal Network Physicians provide Primary Care and play an important role in coordinating care, including hospital stays and referrals to specialists. For the current list of physicians who are available as Personal Network Physicians, and to find out how to select a Personal Network Physician, please call Customer Service at the number listed in the “Customer Service Phone Numbers” section. You can change your Personal Network Physician for any reason.

Kaiser Permanente (KP) generally allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, KP designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact Customer Service or log onto [www.kp.org](http://www.kp.org). For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from KP or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain Services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact Customer Service at the number on the back of your ID card.

### **Telemedicine**

Interactive visits between you and your Personal Network Physician using phone, interactive video, internet messaging applications, Click-to-Chat instant messaging and email are intended to make it more convenient for you to receive medically appropriate Covered Services. When available, you may receive Covered Telemedicine Services listed under the Benefits and Cost Sharing section, subject to the “General Limitations, Coordination of Benefits, and Reductions” section. You are not required to use Telemedicine Services, but if you do, plan deductible may apply. <https://about.kaiserpermanente.org/our-story/our-care/is-telehealth-right-for-you>

### **Referrals**

You are required to obtain a referral from your personal physician prior to receiving specialty care Services under the Plan. If you receive specialty care Services for which you did not obtain a referral, you will be responsible for all the charges associated with those Services.

A written or verbal recommendation by a Network Physician that you obtain non-covered Services (whether Medically Necessary or not) is not considered a referral and is not covered.

A referral is limited to a specific Service, treatment, series of treatments and period. All referral Services must be requested and approved in advance. You will receive a copy of the written referral when it is approved. The Plan will not pay for any care rendered or recommended by a non-Network Physician beyond the limits of the original referral unless the care is specifically authorized by your Network Physician and approved in advance.

### **Self-Referrals**

You do not need a referral or Prior Authorization to receive care from any of the following:

- Your personal Network Physician



- Network Generalists in internal medicine, pediatrics, and family practice
- Network Specialists in optometry, psychiatry, substance use disorders
- Obstetrical or gynecological care from a Network Provider who specializes in obstetrics or gynecology
- Network chiropractic Services

Although a referral or Prior Authorization is not required to receive care from these providers, the provider may have to get Prior Authorization for certain Services.

Additionally, some regions allow self-referral to certain specialties:

### **Northwest Region**

- Cancer Counseling
- Occupational Health
- Ophthalmology
- Social Services

### **Georgia Region**

- Dermatology
- Ophthalmology

### **Colorado Region**

- Denver/Boulder Service Area  
You may self-refer for consultation (routine office) visits to specialty-care departments within Kaiser Permanente except for the anesthesia clinical pain department, laboratory, and radiology and for specialty procedures such as a CT scan, MRI, colonoscopy or surgery.
- Northern and Southern Colorado Service Areas  
You may self-refer for consultation (routine office) visits to Plan Physician specialty-care providers identified as eligible to receive direct referrals in the Provider Directory [www.kp.org](http://www.kp.org), click *Find a Doctor*.

### **Washington Region**

You may self-refer for services with KFHPWA-designated Specialists at facilities owned and operated by Kaiser Permanente. To access a KFHPWA-designated Specialist, consult your KFHPWA personal physician. For a list of KFHPWA-designated Specialists, view the Provider Directory located at [www.kp.org/wa](http://www.kp.org/wa).

### **Prior Authorizations**

Certain Services require Prior Authorization for the Plan to cover them. Your Network Physician will request Prior Authorization when it is required, except that you must request Prior Authorization in order to receive covered Post-Stabilization Care from Non-Network Providers, as described in the "Emergency, Post-

## Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers” section.

The provider to whom you are referred will receive a notice of Authorization by fax. You will receive a written notice of the Authorization in the mail. This notice will tell you the physician’s name, address and phone number. It will also tell you the time for which the referral is valid and the Services Authorized.

### **Required Prior-Authorization List**

- All inpatient and outpatient facility Services (excluding emergencies)
- Office based habilitative / rehabilitative care: Occupational; Speech, and Physical therapies.
- All Services provided outside a KP facility
- All Services provided by non-network providers
- Drugs and Durable Medical Equipment not contained on the KP formulary

Note: for care received in a Kaiser Permanente facility or by Kaiser Permanente providers, authorization is managed by your physician and a component of your physician’s referral within the Kaiser system. For care received outside a Kaiser Permanente facility or by non-Kaiser Permanente providers, your physician will request Prior Authorization and or referral for care.

### **Second Opinions**

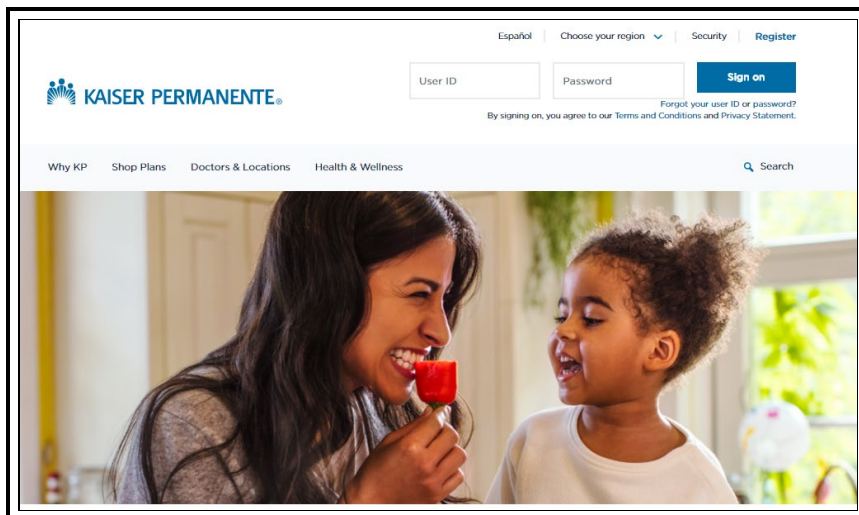
Upon request and subject to payment of any applicable Cost Share, you may obtain a second opinion from:

- A Network Physician about any proposed Covered Services or.
- A Non-Network Provider with Prior Authorization.

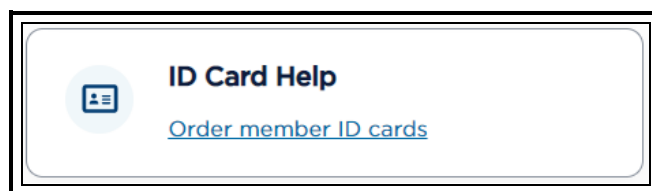
### **Your Identification Card**

Your Kaiser Permanente identification card (ID card) has a medical or health record number on it, which you will need when you call for advice, make an appointment, or go to a provider for Covered Services. When you get care, please bring your Kaiser Permanente ID card and a photo ID. your medical or health record number is used to identify your medical records and coverage information.

Your ID card is for identification only. For the Plan to cover Services, you must be a current Participant or Dependent on the date you receive the Services. Anyone who is not a Participant or Dependent will be billed for any Services they receive, and the amount billed may be different from the Eligible Charges for the Services.



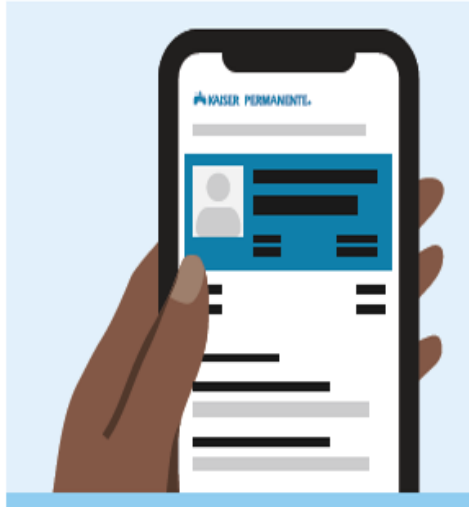
To print a temporary card or replace your Kaiser Permanente ID card, log onto [www.kp.org](http://www.kp.org), then select the *Coverage and Costs* menu and the ID Card help option.



In line with federal requirements, your Kaiser Permanente ID card contains information about some of your benefits and costs, such as your deductible and out-of-pocket maximum.

### Download a Digital ID Card

1. If you haven't already done so, create your online account at [www.kp.org/registernow](http://www.kp.org/registernow). You can also create your online account in the Kaiser Permanente app.
2. Go to your app store and download the Kaiser Permanente app to your mobile device.
3. Sign into the app using your [kp.org](http://kp.org) account information.
4. Once you sign into the app, look for the "Member ID Card" icon to see your updated ID card. You can show your digital ID card to check in for appointments, pick up prescriptions, and more.



### Receiving Care in Other Kaiser Permanente Regions

You will probably receive most Covered Services in the Service Area of the Kaiser Permanente Region where you live or work. However, if you are in the Service Area of another Kaiser Permanente Region, you will also be able to receive Services from

Network Providers in that Region. Referrals or Prior Authorization may differ among Regions. For information about Network Providers in other Kaiser Permanente Regions, please call Customer Service.

For 24/7 travel support Anytime, anywhere, call the Away from Home Travel Line at **951-268-3900** or visit [www.kp.org/travel](http://www.kp.org/travel).

### **Moving Outside of the Service Area**

If you move to an area not within a Kaiser Permanente Service Area and you do not work within a Kaiser Permanente Service Area, you will be required to change your health plan to one that serves your area. Please contact your employer for instruction.

### **Getting Assistance**

Kaiser Permanente wants you to be satisfied with the health care you receive. If you have any questions or concerns about the care you are receiving, please discuss them with your personal Network Physician or with any other Network Providers who are treating you. They want to help you with your questions. You may also call Customer Service at the number listed in the “Customer Service Phone Numbers” section.

### **Interpreter Services**

If you need interpreter Services when you call or when you get Covered Services, please let Kaiser Permanente know. Interpreter Services are available 24 hours a day, seven days a week, at no cost to you, at Network Facilities. For more information, please call Customer Service at the number listed in the “Customer Service Phone Numbers” section.

### **Network Facilities**

At most Network Facilities, you can usually receive all the Covered Services you need, including specialty care, pharmacy, and lab work. You are not restricted to a particular Network Facility, and you are encouraged to use the Network Facility that will be most convenient for you:

- All Network Hospitals provide inpatient Services and are open 24 hours a day, seven days a week.
- Emergency Services are available from Network Hospital Emergency Departments (please refer to [www.kp.org](http://www.kp.org) for Emergency Department locations in Your area).
- Same-day appointments are available at many locations (please refer to [www.kp.org](http://www.kp.org) for Urgent Care locations in your area).
- Many Network Facilities have evening and weekend appointments.
- Many Network Facilities have a Customer Services department (refer to [www.kp.org](http://www.kp.org) for locations in your area).

- Additionally, Kaiser Permanente care is available at certain Target Clinics in Southern California <https://kptargetclinic.org/>

For current locations of Network facilities please visit [www.kp.org](http://www.kp.org) or call Customer Service at the number listed in the “Customer Service Phone Numbers” section. To find a Kaiser Pharmacy visit [www.kp.org](http://www.kp.org) - select *Pharmacy*.

Network Facilities for your area are listed in greater detail on [www.kp.org](http://www.kp.org), which details the types of Covered Services that are available from each Network Facility in your area because some Network Facilities provide only specific types of Covered Services. It explains how to make appointments, lists hours of operation, and includes a detailed telephone directory for appointments and advice.

## Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers

This section explains how to obtain covered emergency, post-stabilization, and out of area Urgent Care from non–Network Providers. The Non–Network Provider care discussed in this section is not covered unless it meets both following requirements:

- Emergency Services are covered if the Emergency Services would be covered if you received the care from a Network Provider. You do not need to get Prior Authorization from Kaiser Permanente to receive Emergency Services (from the nearest hospital emergency department or Independent Freestanding Emergency Department) or Urgent Care outside the Service Area from non–Network Providers.
- Post Stabilization Care that are part of the same visit for Emergency Services is covered if authorized by Kaiser Permanente or until your attending emergency physician determines you are able to travel (using non-medical/non-emergency medical transportation), there is a Network facility within a “reasonable” distance considering your medical condition and you have access to/can pay for the non-medical transportation.

### **Emergency Services**

If you have an Emergency Medical Condition (see definition in the Definitions section), call 911 (where available) or go to the nearest hospital emergency department, independent freestanding emergency department or Urgent Care clinic licensed to provide emergency Services. You do not need Prior Authorization for Emergency Services. When you have an Emergency Medical Condition, we cover Emergency Services you receive from Network Providers or Non-Network Providers anywhere in the world, subject to the “General Exclusions, General Limitations, Coordination of Benefits, and Reductions” section).

For ease and continuity of care, you are encouraged to go to a Network Hospital emergency department if you are inside the Service Area, but only if it is reasonable to do so, considering your condition or symptoms. If you have been admitted to a Non-Network hospital, your stay will be covered if Kaiser Permanente is notified within 24 hours or as soon as reasonably possible after stabilization of your condition.

### **Post-Stabilization Care**

Post-Stabilization Care is Medically Necessary Services related to your Emergency Medical Condition that you receive after your attending physician determines that your Emergency Medical Condition is Clinically Stable. Post-Stabilization Care also includes Medically Necessary Covered Durable Medical Equipment after discharged from a hospital and related to the same Emergency Medical Condition. For information on covered Durable Medical Equipment see **Durable Medical Equipment (DME), External Prosthetics and Orthotics**. Post-Stabilization Care received from a Non–Network Provider, including inpatient care at a non–Network Hospital, is covered until:

- Your attending emergency physician determines you are able to travel using non-medical/non-emergency medical transportation;
- There is an available Network facility within a “reasonable” distance considering your medical condition; you have access to/can pay for the non-medical transportation;

Note: You will be responsible for any Post Stabilization Services you consent to pay. For example, if your attending physician determines you are in a condition to provide voluntary consent; and

- The Non-Network provider/facility satisfies an enhanced notice and consent process whereby you accept liability for the Services;
- Your attending physician determinations are binding on the facility.
- Giving informed consent does not bind the Plan in any way to cover Post Stabilization Services; the provider should contact Kaiser Permanente in order to coordinate care.

To request Prior Authorization to receive Post-Stabilization Care from a Non–Network Provider, you (or someone on your behalf) must call Kaiser Permanente toll free at the telephone number on your Kaiser Permanente ID card before you receive the care if it is reasonably possible to do so (otherwise, call as soon as reasonably possible). A Kaiser Permanente representative will then discuss your condition with the Non–Network Provider. If Kaiser Permanente decides that you require Post-Stabilization Care and that this care would be covered if you received it from a Network Provider, they will authorize your care from the Non–Network Provider or arrange to have a Network Provider (or other designated provider) provide the care. If Kaiser Permanente decides to have a Network Hospital, Network Skilled Nursing Facility, or designated Non–Network Provider provide your care, they may authorize special transportation Services that are medically required to get you to the provider. If this occurs, then those special transportation Services will be covered, even if they would not be covered under “Ambulance Services” in the “Benefits and Cost Sharing” section if a Network Provider had provided them.

Be sure to ask the Non–Network Provider to tell you what care (including any transportation) Kaiser Permanente has authorized, because once your attending emergency physician determines you are able to travel using non-medical/non-emergency medical transportation and there is a Network facility within a reasonable distance considering your medical condition, unauthorized Post-Stabilization Care or related transportation provided by Non–Network Providers is not covered.

Sometimes extraordinary circumstances can delay your ability to call Kaiser Permanente to request authorization for Post-Stabilization Care from a Non–Network Provider (for example, if you are unconscious, or if you are a young child without a parent or guardian present). In these cases, you (or someone on your behalf) must call Kaiser Permanente as soon as reasonably possible. Denials of Appeals of claims for Emergency Services and related Post Stabilization Services are subject to the External Appeal process located in the Claims and Appeals Section.

## Urgent Care

### Within the Service Area

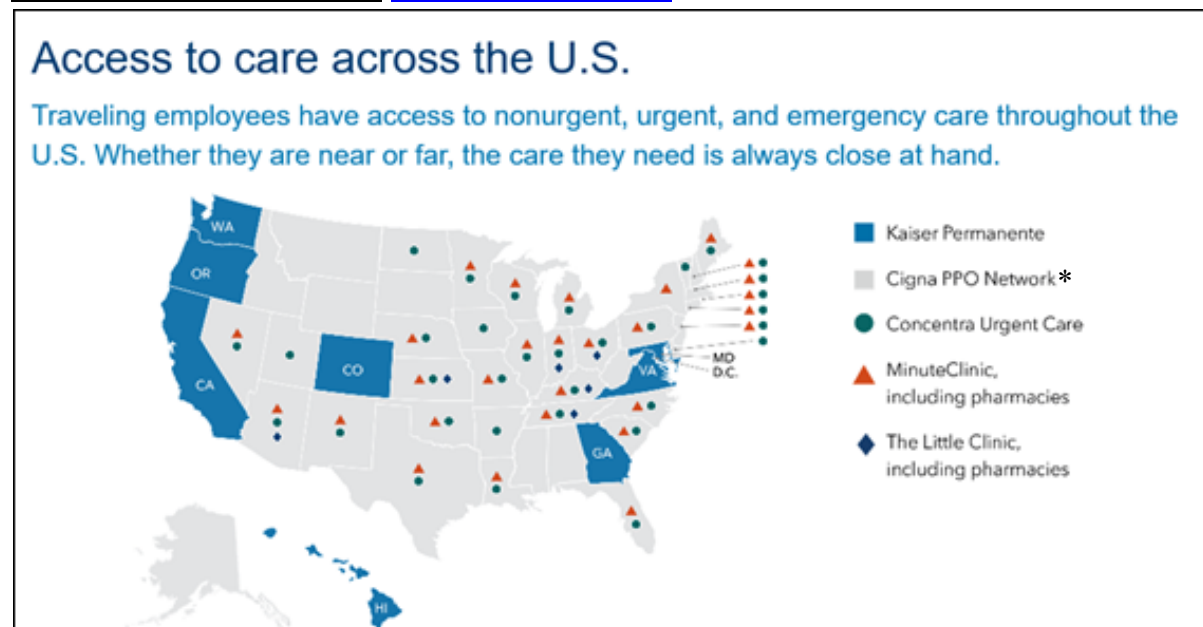
You may need urgent care if you have an illness or injury that requires prompt medical attention but is not an Emergency Medical Condition. If you are in the Service Area and think you may need urgent care, call the urgent care or advice nurse telephone number (see “Customer Service Phone Numbers” or sign on to the [members.kp.org](http://members.kp.org) website).

The following Services are not covered under this section:

- Services that are not Emergency Services, Post-Stabilization Care, or Urgent Care that you receive outside the Service Area, even if those Services are related to your Emergency Medical Condition.
- Emergency Services, Post-Stabilization Care, and Urgent Care that you receive from Network Providers

Note: Urgent Care received in a Kaiser Permanente Region from a Non-Network emergency department is not covered, except prior authorized Durable Medical Equipment related to Urgent care you received outside the Service Area.

### Out-of-Area Urgent Care <http://kp.org/travel>



- For **Nonurgent** care you can always schedule in-person visits in states with Kaiser Permanente facilities or use [kp.org](http://kp.org) or the Kaiser Permanente app across the U.S to get 24/7 care and advice from Kaiser Permanente clinicians by phone or online.
- You may also seek **Urgent** care at The Little Clinics (TLC) MinuteClinic®, Concentra, or any other urgent care facility outside a state where Kaiser Permanente operates. If you get care at MinuteClinic®, Cigna, TLC or Concentra outside a state where Kaiser Permanente operates, you'll be charged your standard copay or co-insurance.
- Note: Urgent Care received in Kaiser Permanente [Service Areas](#) from a Non-Network provider or emergency department is not covered.
- \*Cigna PPO network is only available if your employer has opted in and is not available to members in WA and the NW

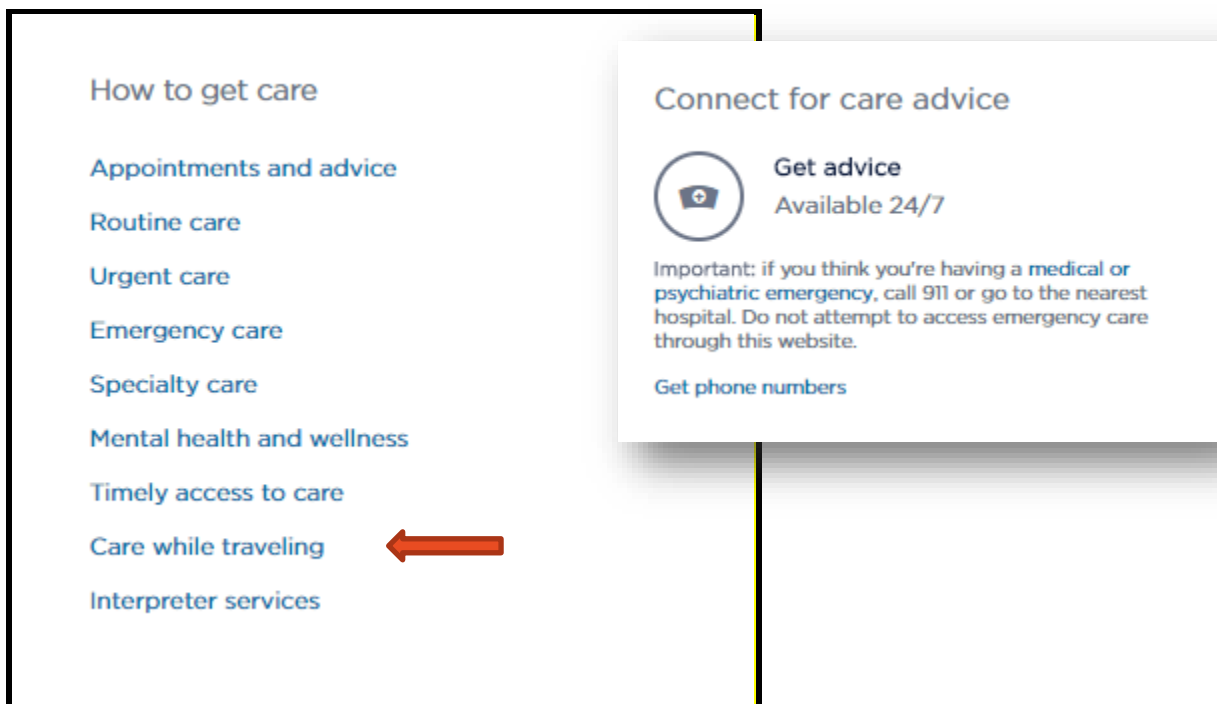


If you need prompt medical care due to an unforeseen illness, unforeseen injury, or unforeseen complication of an existing condition (including pregnancy), your Plan covers Medically Necessary Services that you receive from a Non–Network Provider outside the Service Area to prevent serious deterioration of your (or your unborn child's) health if all the following are true:

- You receive the Services from Non–Network Providers while you are temporarily outside the Service Area;
- The care cannot be delayed until you return to our Service Area; and
- You reasonably believed that your (or your unborn child's) health would seriously deteriorate if you delayed treatment until you returned to the Service Area.

Follow-up care from a Non-Network urgent care provider is not covered, except prior authorized Durable Medical Equipment related to Urgent care you received outside the Service Area.

**Note: Urgent Care received in Kaiser Permanente [Service Areas](#) from a Non-Network provider or emergency department is not covered.**



**Services Not Covered Under this "Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers" Section**

The following Services are not covered under this "Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers" section (instead, refer to the "Benefits and Cost Sharing" section):

- Services that are not Emergency Services, Post-Stabilization Care, or Urgent Care that you receive outside the Service Area, even if those Services are related to your Emergency Medical Condition.

- Emergency Services, Post-Stabilization Care, and Urgent Care you receive from Network Providers.

### **Payment and Reimbursement**

If you receive Emergency Services, Post-Stabilization Care, or Urgent Care outside the Service Area from a Non–Network Provider, you must pay the provider and file a claim for reimbursement unless the provider agrees to bill us. To request payment or reimbursement, you must file a claim as described in the "Claims and Appeals" section.

### **Cost Sharing**

The Cost Sharing for Emergency Services, Post-Stabilization Care, and Urgent Care outside the Service Area that you receive from a Non–Network Provider is the Cost Sharing required for the same Services provided by a Network Provider as described in the "Schedule of Benefits" section. Your required Cost Sharing will be subtracted from any payment made to you or the Non–Network Provider.

- If you receive Emergency Services in the Emergency Department of a Non-Network Hospital you pay the Cost Share for an Emergency Department visit.
- If you were given Prior Authorization for inpatient Post-Stabilization Care in a Non-Network Hospital, you pay the Cost Share for hospital inpatient care.
- If you were given Prior Authorization for Durable Medical Equipment necessary for discharge from a Non-Network Hospital, you pay the Cost Share for Durable Medical Equipment.

## Benefits and Cost Sharing

The only Services that are covered under this Plan are those that this “Benefits and Cost Sharing” section says that are covered, subject to exclusions and limitations described in this “Benefits and Cost Sharing” section and to all provisions in the “General Exclusions, General Limitations, Coordination of Benefits, and Reductions” section. Exclusions and limitations that apply only to a particular benefit are described in this “Benefits and Cost Sharing” section. Exclusions, limitations, coordination of benefits, and reductions that apply to all benefits are described in the “General Exclusions, General Limitations, Coordination of Benefits, and Reductions” section.

The Services described in this “Benefits and Cost Sharing” section are covered only if all the following conditions are satisfied:

- You are a Participant or Dependent on the date that you receive the Services;
- A Network Physician determines that the Services are Medically Necessary;
- The Services are provided, prescribed, authorized, or directed by a Network Physician except where specifically noted to the contrary in the “Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers” section or the “How to Obtain Services” section; and
- You receive the Services from Network Providers inside the Service Area except where specifically noted to the contrary in the following sections for the following Services:
  - Authorized referrals (and associated Ancillary Services) as described under “Referrals” and “Self-Referrals” in the “How to Obtain Services” section;
  - Emergency Services, Post-Stabilization Care, and Out-of-Area Urgent Care as described in the “Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers” section;
  - Care received outside the Service Area as described in the “Receiving Care in Other Kaiser Permanente Regions” section; or
  - Emergency ambulance Service as described under “Ambulance Services” in this “Benefits and Cost Sharing” section.
  - Note: Non-Network Providers may provide a notice and consent form seeking your (or your authorized representative’s) agreement that you will owe the full cost of the bill for the items and Services that the non-Network Provider furnishes. If you (or your Authorized Representative) consent, then you will be financially responsible for payment for those items and Services.

### **Medical necessity**

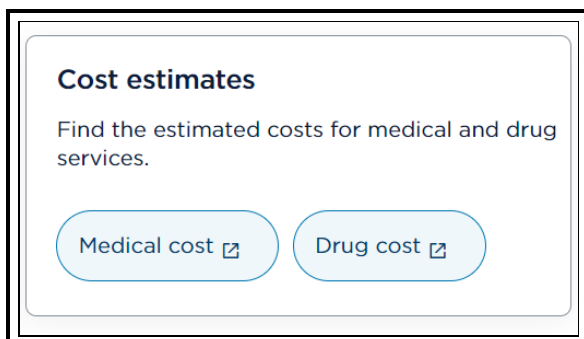
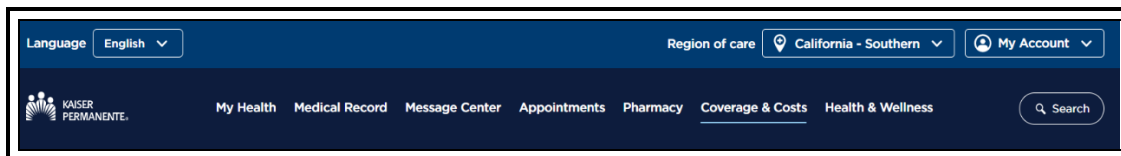
A Kaiser Permanente health professional will determine if Services are Medically Necessary for each member.

## **Cost Sharing (Copayments)**

The “Schedule of Benefits” describes the Cost Sharing you must pay for Covered Services. Cost Sharing is due at the time you receive the Services, unless Network Providers agree to bill you. For items ordered in advance, you pay the Cost Sharing in effect on the order date (although the item will not be covered unless you still have coverage for it on the date you receive it). Copayments are applied per provider per day.

Unless specified otherwise, when Services can be provided in different settings, the Cost Sharing is applied per the place of Service in which the care is delivered and according to the type of provider providing the Service. For example: if the Service is provided during a hospital admission, the Hospital Inpatient Services Cost Share is applied. If the same Service is performed in an office setting by a specialist, the specialty care office visit Cost Share is applied. If Services are provided in a hospital clinic setting, separate Cost Shares may apply to the hospital clinic charges and the physician charges; both hospital clinic and physician charges will be subject to applicable deductibles and Cost Share.

To estimate your Cost Sharing and plan your medical expenses sign into [www.kp.org](http://www.kp.org) then select *Coverage and costs*.



Then select *Medical or Drug Cost* to get an *estimate*. From this page, you will be taken to an external estimation tool and logged out of [www.kp.org](http://www.kp.org).

## **Benefit Maximums and Benefit limits**

The “Schedule of Benefits” describes dollar limits, Benefit or Plan Lifetime Maximums, Maximum Benefit Allowance and any day, visit or quantity limits applicable to certain Covered Services. If multiple visits occur on the same day, each visit counts toward the applicable benefit limit.

## **Out-Of-Pocket Maximums**

There are limits to the total amount of Cost Sharing you must pay annually for certain Covered Services that you receive in the same Plan Year. Those limits can be found in the “Schedule of Benefits.”

If you are part of a Family that includes at least two people (counting the Participant and any Dependents), you reach the Plan Year out-of-pocket maximum when you meet the maximum per Participant or Dependent, or when your Family meets the maximum for a Family (whichever happens first).

After you reach the annual out-of-pocket maximum, you do not have to pay any more Cost Sharing for Service subject to the Plan Year out-of-pocket maximum through the end of the Plan Year. You will continue to pay Cost Sharing for Covered Services that do not apply to the Plan Year out-of-pocket maximum.

- The Services included in Out-of-Pocket Maximum are identified in the “Schedule of Benefits”.
- Note: If you are the only person on your plan, your plan will become a family plan **upon the addition of any eligible Dependent** to your plan. This includes, but is not limited to, any temporary additions to your plan, such as the coverage of a newborn for 31 days.

## **Outpatient Services**

The following outpatient care is covered for Services to diagnose or treat an, injury or disease:

- Primary Care office visits including nutrition visits with Registered Dietitians (R.D.), State licensed nutritionists, and Certified Diabetic Educators (C.D.E)
- Specialty Care office visits, including consultation and second opinions
- Acupuncture
- Allergy Services
- Ambulance
- Bariatric surgery when you meet certain medical criteria
- Biofeedback
- Blood and blood products and their administration
- Chemotherapy
- Chiropractic care
- Dental Services for, Dental Radiation, Dental Anesthesia, Organ Transplantation
- Diagnostic x-rays and lab tests, and other diagnostic tests such as EEGs EKGs performed during an office visit

- Dialysis Services
- Drugs that require administration or observation by medical personnel
- Durable Medical Equipment
- Habilitative and Rehabilitative Services
- Health Education
- Hearing Exam
- House calls by a Network Physician when care can best be provided in your home
- Infusion Services provided in an outpatient setting
- Injections (except preventive immunizations)
- Medical supplies used during an outpatient visit
- Medically necessary surgical or non-surgical treatment of temporomandibular joint (TMJ) dysfunction - Dental treatment of TMJ dysfunction is not covered
- Maternity - prenatal and postnatal visits
- Outpatient surgery including FDA approved internally implanted Prosthetic devices such as breast implants following a covered mastectomy (the inpatient coinsurance applies for outpatient surgeries resulting in an admission to the same facility)
- Physical, Occupational & Speech Therapies
- Preventive care Services (see “Preventive Care Services” in this Benefits and Cost Sharing” section for more details)
- Prosthetics and Orthotics
- Radiation therapy
- Respiratory therapy
- Surgical procedures performed in the office
- Ultraviolet light treatments
- Vision Refraction

**Note:** See “Preventive Exams and Services” for information on covered preventive Services.

### **Hospital Inpatient Services**

The following inpatient Services are covered:

- Acute inpatient rehabilitation including physical, occupational, and speech therapy
- Anesthesia
- Bariatric surgery when you meet certain medical criteria
- Blood and blood products and their administration
- Diagnostic x-rays and lab tests, and other diagnostic tests such as EEGs EKGs and endoscopic procedures
- Dialysis
- Dressings and medical supplies used or applied during an inpatient hospital admission
- Drugs that require administration or observation by medical personnel

- Network Physician Services, including consultation and treatment by specialists
- General nursing care
- Medical social Services
- Medically necessary surgical or non-surgical treatment of TMJ. Dental treatment of TMJ dysfunction is not covered
- Maternity care and delivery (including cesarean section and newborn care)
- Operating and recovery room including FDA approved internally implanted Prosthetic devices such as pacemakers or artificial hips
- Respiratory therapy
- Room and board, including a private room, if Medically Necessary
- Specialized care and critical care units

### **Acupuncture Services**

With a referral from a Network Provider, Acupuncture and Acupressure Services for pain relief and normalization of physiologic functions are covered. Services include passing long, thin needles through the skin to specific points and application of pressure at acupuncture sites.

### **Allergy Services**

Specialty or Primary Cost Share is based on the rendering provider. Services include allergy testing, serum and injections.

### **Ambulance Services**

#### **Emergency**

Emergency Services provided by ground or air licensed ambulance is covered when you have an Emergency Medical Condition. If provided through the 911 emergency response system, ambulance Services are covered if you reasonably believed that a medical emergency existed even if you are not transported to a hospital.

#### **Scheduled**

Non-emergency, scheduled ambulance trips are covered when a Network Physician determines that your condition requires the use of Services that only a licensed ambulance (or psychiatric transport van) can provide and that the use of other means of transportation would endanger your health. These Services are covered only when the vehicle transports you to or from Covered Services.

Any applicable Cost Sharing is waived when you are transferred from a Non-Network Facility to a Network facility for care.

The following destinations are covered when Medically Necessary:

- Home to hospital and return

- Home to skilled nursing facility
- Hospital to skilled nursing facility
- Skilled nursing facility to hospital
- Skilled nursing facility to home
- Home to doctor's office
- Hospital to hospital
- Skilled nursing facility to dialysis center and return

**Exclusion:**

Transportation by car, taxi, bus, gurney van, wheelchair van, minivan, and any other type of transportation (other than a licensed ambulance or psychiatric transport van) is not covered, even if it is the only way to travel to a facility.

**Chiropractic Services**

Chiropractic Services for the treatment of neuro musculoskeletal disorders are covered. Services include plain x-rays and adjunctive therapy associated with spinal, muscle or joint manipulation.

**To Locate a Network Provider Contact:**

California Regions    American Specialty Health Plans of California  
<http://www.ashlink.com/ash/kp> or call 1-800-678-9133

Northwest Region    Complimentary Healthcare Plans  
[www.chpgroup.com](http://www.chpgroup.com) or 1-800-449-9479

Georgia Region    Soteria Health Care  
<https://soteriahealthcare.com/page/>

Mid-Atlantic Region    Optum Health Services  
 1-(800) 428-6337

Colorado Region    Kaiser Centers for Complementary Medicine  
 1-844-800-0788 or [www.kpccm.org](http://www.kpccm.org)

Washington Region    Complementary Medicine at [kp.org/WA](http://kp.org/WA)

**Exclusions:**

The following Services are not covered:

- Chiropractic Services for conditions other than Neuromusculoskeletal Disorders
- Behavior training and sleep therapy
- Thermography



- Any radiologic exam, other than plain film studies, such as magnetic resonance imaging (MRI), computed tomography (CT), positron emission tomography (PET), bone scans and nuclear radiology
- Non-medical self-care or self-help, any self-help physical exercise training, and any related diagnostic testing
- Services for vocational rehabilitation
- Air conditioners, air purifiers, therapeutic mattresses; chiropractic appliances, supplies and devices
- Hospital Services, anesthesia, manipulation under anesthesia, and related Services
- Adjunctive therapy not associated with spinal, muscle, or joint manipulations, Vitamins, minerals, nutritional supplements, and similar products

### **Clinical Trials**

In-Network and referred Non-Network Services for an Approved Clinical Trial are covered for Qualified Individuals to the extent Services identified in the “Schedule of Benefits” are covered outside an Approved Clinical Trial.

“Qualified Individual” means an enrollee who is eligible to participate in an Approved Clinical Trial per 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:

- The referring provider is a Network provider who has made this determination; or
- The patient provides medical and scientific information establishing this determination.

“Approved Clinical Trial” means a phase I, phase II, phase III, or phase IV clinical trial that is conducted in relation to the prevention, detection, or treatment of cancer or other life-threatening condition and that meets one of the following requirements:

- The study or investigation is approved or funded (which may include funding through in-kind contributions) 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 HHS Secretary determines meets all the following requirements:
    - i. It is comparable to the National Institutes of Health system of peer review of studies and investigations; and

- ii. It assures unbiased review of the highest scientific standards by qualified people who have no interest in the outcome of the review.
- The study or investigation is conducted under an investigational new drug application reviewed by the Food and Drug Administration
- The study or investigation is a drug trial that is exempt from having an investigational new drug application

**Exclusions:**

- Non-Approved Clinical Trials
- Investigational items or Services
- Items and Services that are provided solely for data collection and analysis and that are not used in the direct clinical management of the patient
- Services which are clearly inconsistent with widely accepted and established standards of care for the patient's diagnosis

**Dental Services**

**Dental Related Medical Care**

**Dental Services for radiation treatment**

Dental evaluation, X-rays, and extractions necessary to prepare your jaw for radiation therapy of cancer in your head or neck are covered.

**Dental Services pursuant to Transplants**

Dental Services for potential transplant recipients who require pre-transplant dental evaluation and 'clearance' before being placed on the transplant wait list. Services include those necessary to ensure the oral cavity is clear of infection, such as evaluation, relevant x-rays, clearing, fluoride treatment, and extractions.

**Dental anesthesia**

For dental procedures, general anesthesia in a Network Hospital or ambulatory surgery center and the Services associated with the anesthesia are covered if any of the following are true:

- You are under age 7;
- You are developmentally disabled;
- You are not able to have dental care under local anesthesia due to a neurological or medically compromising condition; or
- You have sustained extensive facial or dental trauma.

Any other Service related to the dental procedure, such as the dentist's Services is not covered.

**Exclusions:**

- Accidental injury to teeth – the repair of sound natural teeth, related to an accidental injury.
- Dental coverage will not be provided for extractions, treatment of cavities, care of the gums or structures directly supporting the teeth, treatment of periodontal abscess, removal of impacted teeth, orthodontia (including braces), false teeth, or any other dental Services or supplies, except as listed above. Structures supporting the teeth mean the periodontium, which includes the gingivae, dentogingival junction, periodontal membrane, cementum of the teeth, and alveolar process. Exception Services required prior to transplant.
- Dental procedures and appliances to correct disorders of the temporomandibular (jaw) joint (also known as TMD or TMJ disorders). This exclusion does not include medical Services to correct TMJ disorders.

**Dialysis Care**

The Plan covers dialysis Services related to acute renal failure and end-stage renal disease if the following criteria are met:

- 1) The Services are provided inside our Service Area;
- 2) You satisfy all medical criteria;
- 3) The facility is certified by Medicare and is a Network Facility; and
- 4) A Network Physician provides a written referral for care at the facility.

After the referral to a dialysis facility, the Plan covers equipment, training and medical supplies required for home dialysis. Home dialysis includes home hemodialysis, intermittent peritoneal dialysis, and home continuous ambulatory peritoneal dialysis.

**Durable Medical Equipment (DME), External Prosthetics and Orthotics**

DME must be on Kaiser Permanente's DME, External Prosthetic and Orthotic formulary to be covered. A formulary is a list of DME, external prosthetics and orthotics covered by Kaiser Permanente. Examples of covered items include wheelchairs, hospital beds and oxygen. Medical supplies of an expendable nature, such as oxygen tubing, are covered if they are required for the effective use of the DME. Drugs purchased at the pharmacy for use in DME equipment are covered under the "Outpatient Prescription Drugs" benefit and not this benefit. To have coverage you must meet Kaiser Permanente's criteria for use of any equipment and obtain items from a Network Provider. Coverage is limited to the standard item of equipment that adequately meets your medical needs. Kaiser Permanente will decide whether to rent or purchase the covered equipment for your use. You will have to pay for non-covered equipment. Coverage includes fitting and adjustment. When the item continues to be Medically Necessary, coverage includes repair and replacement of the standard item in cases of, irreparable damage, wear or replacement required because of a change in your medical condition. You must return the equipment or pay the fair market price of the equipment when it is no longer covered.

The formulary guidelines allow you to obtain non-formulary DME (those not listed on the formulary for your condition) if they would otherwise be covered if KP criteria are met. To request a formulary exception contact Customer Service.

### **Internally implanted devices.**

Prosthetic and orthotic devices such as pacemakers, intraocular lenses, cochlear implants, osseointegrated hearing devices, and hip joints, must be implanted during an approved surgery covered under another section of this "Benefits and Cost Sharing" section.

### **External Prosthetics**

External Prosthetics must be on Kaiser Permanente's DME, External Prosthetic and Orthotic formulary to be covered. Examples of external Prosthetic covered items include:

- Artificial arms and legs
- Ostomy and urological supplies
- Feeding tubes and enteral nutrition that is administered via a feeding tube
- Contact lenses following cataract surgery and glasses. Contacts when the intraocular lens is absent and cannot be replaced such as in aphakia or when all or part of the iris is missing as in aniridia

### **Orthotics**

Orthotics must be on Kaiser Permanente's DME, External Prosthetic and Orthotic formulary to be covered.

Services to determine the need for an external Prosthetic or an Orthotic and any subsequent fittings and adjustments are covered under the heading "Outpatient Services".

### **Exclusions:**

- Comfort, convenience and luxury items and features
- Replacement of lost items
- Repair necessitated by misuse
- Exercise or hygiene equipment
- Shipping and handling, or restocking charges associated with obtaining DME, Prosthetics and Orthotics
- Spare or back up equipment
- Batteries or replacement batteries, except those specialized batteries used in covered DME equipment

### **Education and Training for Self-Management**

Health education and training for self-management is covered when provided by a Network Physician or a qualified Network non-physician using a standardized curriculum to teach you how to self-manage your disease or condition. Education and training may be provided in group or individual sessions. Where available, sample conditions include:

- Asthma
- Diabetes
- Coronary artery disease
- Obesity
- Weight management
- Pain management

### **Emergency Services**

Emergency Services include professional, facility and ancillary Services such as laboratory, x-ray or imaging Services necessary to diagnose and stabilize your condition in an Emergency Department. See the “Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non–Network Providers” section for more information. Any applicable Cost Shares for emergency Services are waived when you are directly admitted to the hospital from the Emergency Department.

### **Fertility Services**

Services to rule out the underlying medical causes of Infertility are part of the medical benefit.

Progyny is the premier fertility benefit designed to provide all-inclusive comprehensive coverage for cutting-edge fertility treatments to assist any member wishing to have a child. Progyny's program includes a credentialed provider network, and a personalized concierge-style member support team (Patient Care Advocates) who offer education, support, and coordinated care. If you have any questions about your fertility benefit, please call your dedicated Progyny Patient Care Advocate, or you can call the Progyny General Enterprise line at 844-470-1752.

Progyny’s program does not require a medical diagnosis of infertility in order to access fertility treatment services, which ensures that members of the LGBTQ+ community and single parents by choice receive equitable access to coverage.

Through Progyny's benefit, members have access to a full suite of fertility treatment options, which may include (but may not be limited to):

Artificial Insemination (IUI), Cryopreservation of oocytes and sperm, FDA Bloodwork and Testing, Fresh IVF Cycle, Frozen Embryo Transfer (FET), Frozen Oocyte Transfer (includes fertilization of previously frozen oocytes and transfer), IVF Freeze-All, Patient Care Advocate (PCA) Concierge Support, pre-authorized fertility medications (via Progyny Rx), PGT-A (PGS, or Pre-implantation Genetic Screening) to assess embryo viability, PGT-M (PGD, or Pre-implantation Genetic Diagnosis), Pregnancy Gap Coverage (Pregnancy monitoring coverage until the in-network fertility clinic releases the member into the care of the member's OBGYN medical provider), Tissue Transportation (transportation of member’s previously frozen reproductive tissue to in-network facilities), and the purchase of donor tissue (eggs and sperm).

**Exclusions:**

- Home ovulation prediction kits
- Dependent child/children
- Services and supplies furnished by an out-of-network provider or not listed as covered in the Progyny Member Guide
- All charges associated with a gestational carrier program for the person acting as the carrier, including but not limited to laboratory tests, and treatments that are outside the standard of care and considered experimental by the American Society of Reproductive Medicine.

**Home Health Services**

Skilled, part-time or intermittent home health Services are covered when you are confined to your home. Skilled home health Services are those Services provided by nurses, medical social workers, and physical, occupational and speech therapists. Medical supplies used during a covered home health visit are also covered. The Services are covered only if a Network Physician determines that you require skilled care and it is feasible to maintain effective supervision and control of your care in your home. Home health aide Services are covered only when you are also getting covered home health care from one of the licensed providers mentioned previously.

Part-time or intermittent home health care visits are defined as follows:

- Up to two hours per visit for visits by a nurse and then each additional increment of two hours counts as a separate visit.
- Up to four hours per visit for visits by a home health aide is covered. Each additional increment of four hours counts as a separate visit.
- If billed by a Home Health Agency, a visit by other providers such as a medical social worker, or physical, occupational, or speech therapist counts as 1 visit and counts toward the applicable visit limits regardless of the number of hours present.

The following types of Services and supplies are covered only as described under these headings in this "Benefits and Cost Sharing" section:

- Durable Medical Equipment (DME), External Prosthetics and Orthotics
- Home Infusion Services
- Outpatient Laboratory, X-ray, Imaging and Other Special Diagnostic Procedures
- Outpatient Prescription Drugs

**Exclusions:**

- Custodial Care - (For example: care an unlicensed family member or other layperson could provide safely and effectively in the home setting after receiving appropriate training) This care is excluded even if the care would be covered if it

were provided by a qualified medical professional in a hospital or a skilled nursing facility.

- Full time nursing care in the home
- Homemaker Services and supplies, including meals delivered to your home
- Home health care a Network Physician determines may be more appropriately provided for you in a Network Facility, Network Hospital or a Network Skilled Nursing Facility

### **Home Infusion Services**

Home infusion therapy is the administration of drugs in your home using intravenous, subcutaneous, and epidural routes (into the bloodstream, under the skin, and into the membranes surrounding the spinal cord). Home infusion includes intravenous delivery of parenteral nutrition when nutritional needs cannot be met by the oral or enteral route as determined by a Network Physician. The infusion therapy must be delivered by a licensed pharmacy. Home Services are also provided to ensure proper patient education and training and to monitor the care of the patient in the home. These Services may be provided directly by infusion pharmacy nursing staff or by a qualified home health agency. You do not need to be confined to your home to receive home infusion Services. The following are covered home infusion Services:

- Administration
- Professional pharmacy Services
- Care coordination
- All necessary supplies and equipment, including delivery and removal of supplies and equipment
- Drugs and Biologicals
- Nursing visits related to infusion

### **Hospice**

If a Network Physician diagnoses you with a terminal illness and determines that your life expectancy is twelve (12) months or less, you may choose home-based hospice care instead of traditional Services that you would otherwise receive for your illness. If you choose hospice care, you are choosing to receive care to reduce or relieve pain and other symptoms associated with the terminal illness, but not to receive care to try to cure the terminal illness. You may continue to receive Covered Services for conditions other than the terminal illness. You may change your decision to receive hospice care at any time.

The following Services and supplies are covered on a 24-hour basis:

- Network Physician and nursing care
- Counseling and bereavement Services
- Physical, occupational, speech or respiratory therapy for purposes of symptom control or to enable you to maintain activities of daily living.
- Medical social Services
- Home health aide and homemaker Services

- Durable Medical Equipment and Medical supplies
- Palliative drugs, in accordance with Kaiser Permanente's drug formulary guidelines
- Short-term (no more than 5 days at a time) inpatient care, limited to respite care and care for pain control, and acute and chronic symptom management.
- Dietary counseling

### **Maternity Services**

See the Preventive Services section for information on Prenatal Services covered at zero Cost Share.

The Plan covers physician charges for maternity care, delivery and postnatal care. Also covered are hospital Services (including network birthing centers) and newborn care.

#### **Notes:**

1) If you are discharged within 48 hours after delivery (or within 96 hours if delivery is by cesarean section), your physician may order a follow-up visit for you and your newborn to take place within 48 hours after discharge.

2) Circumcision is covered for eligible newborns during the first 31 days of life regardless of Medical Necessity and thereafter only when Medically Necessary.

3) **Newborn child.** Newborns are only covered if enrolled in the Plan; exception well-newborn charges billed as ancillary fees on the mother's hospital bill\*.

\* Charges for well newborns (as defined by the hospital), billed as part of the mother's bill will be attributed to the mother's Cost Share requirements. Charges billed separately for Eligible sick and well newborns (as defined by the hospital) are subject to all Plan provisions including his/her own Cost Share requirements.

### **Medical Foods**

Medical foods are foods that are prescribed by a Network Provider and used in the treatment of certain medical conditions, such as phenylketonuria (PKU) and other inherited diseases of amino acids and organic acids caused by genetic defects that can lead to life threatening abnormalities in body chemistry. Medical foods are not foods that are generally available in retail grocery stores. Medical foods are not used with feeding tubes. For coverage of nutritional formulas delivered via a feeding tube see the Durable Medical Equipment, External Prosthetics and Orthotics heading in this "Benefits and Cost Sharing" section.

### **Mental Health Services**

Evaluation, crisis intervention, and treatment are covered for mental health conditions.



## **Inpatient**

Inpatient psychiatric care (including residential treatment centers) is covered in a Network Hospital or licensed residential treatment facility. Coverage includes room and board, drugs, Services of Network Physicians, and Services of other Network Providers who are mental health professionals.

## **Outpatient Therapy**

The following outpatient mental health care is covered:

- Partial Hospitalization, sometimes known as day-night treatment programs
- Intensive outpatient programs
- Individual and group visits for diagnostic evaluation and psychiatric treatment
- Other Services:
  - Psychological testing
  - Biofeedback and electroconvulsive therapy (ECT)
  - Visits for monitoring drug therapy

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

Outpatient laboratory, radiology, and diagnostic Services are covered when provided in an urgent care, free standing laboratory, radiology or imaging center, or Hospital outpatient department for the diagnosis of an illness or injury. Such Services include:

- Laboratory tests, including tests for specific genetic disorders for which genetic counseling is available
- X-rays and diagnostic imaging, including Magnetic resonance imaging (MRI), computed tomography (CT) and positron emission tomography (PET) and nuclear medicine exams
- Special procedures such as electrocardiograms and electroencephalograms are included in your office visit Cost Share

Outpatient laboratory, radiology, and diagnostic Services performed during an office visit are considered part of the office visit.

**Note:** See “Preventive Exams and Services” for information on covered preventive laboratory, x-ray, imaging and diagnostic procedures.

## **Outpatient Prescription Drugs**

Outpatient drugs, supplies, and supplements are covered when **ALL** the requirements below (1-5) are met:

1. The item is **prescribed by a Network Provider** authorized to prescribe drugs **or** by one of the **following Non-Network Providers**:
  - **A dentist;**
  - **A Non-Network Provider** to whom you have been **referred by a Network Physician;**
  - **A Non-Network Provider** if you got the prescription in **conjunction with covered Out-of-Area Urgent Care or Emergency Services;**

- **A Community Pharmacy in a Service Area outside of California; or**
  - **The first refill of a prescription originally filled prior to enrollment in the Plan.**
2. The item is prescribed in accordance with **Kaiser Permanente drug formulary guidelines.**
  3. You get the item from a **Network Pharmacy** or the Kaiser Permanente mail order Service, **except** that you can get the item from a **Non-Network Pharmacy if you obtain the prescription in conjunction with covered Urgent Care or Emergency Service outside the Service Area and it is not possible for you to get the item from a Network Pharmacy.** Please refer to [www.kp.org](http://www.kp.org) for the locations of Network Pharmacies in your area.
  4. The item is one of the following:
    - Drugs that require a prescription by law including:
      - Contraceptive drugs including the emergency contraceptive pill and devices, such as diaphragms and cervical caps and over the counter contraceptives when prescribed by a Network physician;
      - Drugs for the treatment of sexual dysfunction;
      - Smoking Cessation products; or
    - Drugs that don't require a prescription but are listed on Kaiser Permanente's drug formulary;
    - Diabetic supplies such as insulin, syringes, pen delivery devices, blood glucose monitors, test strips and tablets. Other diabetic supplies may be covered under Durable Medical Equipment; or
    - Specialty drugs – high-cost drugs contained on the KP specialty drug list. To obtain a list of specialty drugs on the KP formulary, or to find out if a non-formulary drug is on the specialty drug list, please call Customer Service.

Kaiser Permanente uses a formulary. A formulary is a list of drugs that have been approved for coverage by the Pharmacy and Therapeutics Committee. The drug formulary guidelines allow you to obtain non-formulary prescription drugs (those not listed on the drug formulary for your condition) if they would otherwise be covered if pharmacy criteria are met. To request a formulary exception contact Customer Service. Prescriptions written by dentists are not eligible for non-formulary exceptions.

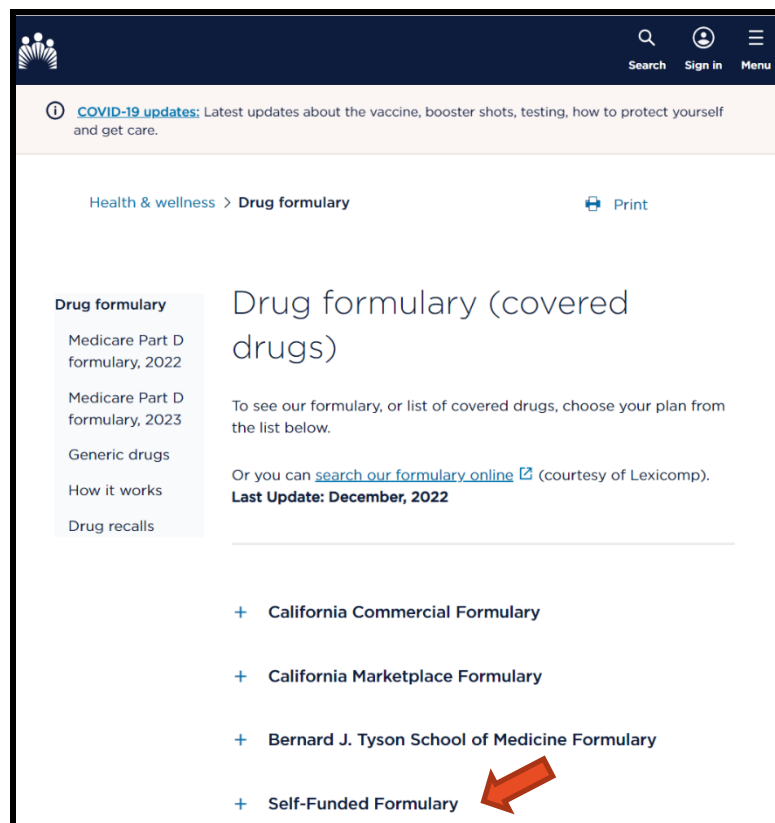
The prescribing physician or dentist determines how much of a drug, supply, or supplement to prescribe. For purposes of day supply coverage limits, the formulary includes a pre-determined amount of an item that constitutes a Medically Necessary day's supply. The pharmacy may reduce the day supply dispensed to a 30-day supply in any 30-day period if the pharmacy determines that the item is in limited supply in the market or for specific drugs (the Pharmacy can tell you if a drug you take is one of these drugs). Note: episodic drugs prescribed for the treatment of sexual dysfunction disorders may be limited by number of doses within a 30-day period.

Mail Order Service, subject to any Limitations, Copayments and Deductibles, is available. Not all drugs are available through the mail order Service. Examples of drugs that cannot be mailed include:

- Controlled substances as determined by state and/or federal regulations;
- Medications that require special handling; and
- Medications affected by temperature.

Refills may be ordered from Kaiser Pharmacies, the mail-order program, or online at [www.kp.org](http://www.kp.org). A Kaiser Pharmacy can provide more information about obtaining refills.

To locate a Network Pharmacy, view the formulary, learn more about mail order or print a claim form, sign on to [www.kp.org](http://www.kp.org) click on *Pharmacy* or call OptumRx at 1-866-427-7701.



For outpatient prescription drugs and/or items covered under this Outpatient-Prescription Drug section and obtained at a pharmacy owned and operated by Kaiser Permanente, you may use certain manufacturer coupons you have procured, when allowed by law (i.e., on HSA plans you must satisfy your deductible prior using a coupon) and approved by Kaiser Permanente, as payment of Your Cost Sharing. You will owe any additional amount if the coupon does not cover the entire amount of Your Cost Sharing for Your prescription. If the coupon is for an amount greater

than the Cost Sharing amount you owe for your prescription, no credit, cash or other refund will be given for the excess amount. When a coupon is accepted toward satisfaction of Your Cost Sharing, an amount equal to the coupon value and, if applicable, any additional amount that you pay, will accumulate to Out-of-Pocket Maximum. Kaiser Permanente reserves the right to change the terms and conditions of its coupon program, including but not limited to the types and amounts of coupons that will be accepted at any time without prior notice. You may obtain information regarding the Kaiser Permanente coupon program at [www.kp.org](http://www.kp.org) and search on the term “coupons”. Acceptance of your coupon does not relieve you of your responsibility regarding Cost Sharing if the drug manufacturer does not honor the coupon in whole or in part or if Kaiser Permanente later determines that the coupon was not allowed. [www.kp.org/rxcoupons](http://www.kp.org/rxcoupons)

### **Exclusions:**

- If a Service is not covered under this Plan, any drugs or supplies needed relating to that Service are not covered
- Compounded products unless the drug is listed on the drug formulary or one of the ingredients requires a prescription by law
- Drugs used to enhance athletic performance
- Experimental or Investigational Drugs
- Drugs prescribed for cosmetic purposes
- Replacement of lost, damaged or stolen drugs
- Drugs that shorten the duration of the common cold
- Special packaging - Packaging of prescription medications is limited to Kaiser Permanente standard packaging
- Drugs which are available over the counter and prescriptions for which drug strength may be realized by the over-the-counter product. Exception: those items listed in the Schedule of Benefits and the Preventive Exams and Services section below)
- Drugs or devices for which there is an over-the-counter equivalent
- Drugs used in fertility treatment-Covered by Progyny

### **Preventive Exams and Services**

Preventive care refers to measures taken to prevent diseases rather than curing them or treating their symptoms. Preventive care:

1. protects against disease such as in the use of immunizations;
2. promotes health, such as counseling on healthy lifestyles; and
3. detects disease in its earliest stages before noticeable symptoms develop such as screening for breast cancer.

The Preventive Services listed on [www.kp.org](http://www.kp.org) search on the term “preventive care” are covered as required by the Patient Protection Affordable Care Act (PPACA) and are not subject to Deductibles, Copayments or Coinsurance. Consult with your physician to determine what preventive Services are appropriate for you. Please

note, state-specific preventive mandates, recommendations in effect for less than one year and contraceptive Services for Religious Employers or Eligible Organizations may not be applicable to your Plan.

Preventive Services may change according to federal guidelines and your benefits will be updated to include these changes as they are made throughout the Plan year. You will be notified at least sixty (60) days in advance, if any item or Service is removed from the list of covered Services.

For a complete list of current United States Preventive Services Task Force (USPSTF) A&B recommended preventive Services required under the Patient Protection Affordable Care Act for which Cost Share does not apply, please call: the customer service number on the back of your ID card or visit: [www.healthcare.gov/center/regulations/prevention.html](http://www.healthcare.gov/center/regulations/prevention.html).

- Preventive Services will be applied based on the member's medical status regardless of stated gender.

### **Exclusions for Preventive Care**

- Personal and convenience supplies associated with breast-feeding equipment such as pads, bottles, and carrier cases
- Upgrades of breast-feeding equipment, unless determined to be Medically Necessary and prescribed by your physician
- Immunizations administered strictly for the purpose of travel outside of the United States (exception: COVID-19 immunizations)

Note: The following Services are not included under the Preventive Exams and Services benefit but may be Covered Services elsewhere in this Benefits Booklet:

- Lab, Imaging and other ancillary Services associated with prenatal care not inclusive to routine prenatal care
- Non-routine prenatal care visits

### **Reconstructive Surgery**

Coverage is provided for inpatient and outpatient reconstructive Services that:

- Will result in significant improvement in physical function for conditions because of injuries illness, congenital defects or Medically Necessary surgery; or
- Will correct significant disfigurement resulting from an injury, illness or congenital defects or Medically Necessary surgery.

Following Medically Necessary removal of all or part of a breast, reconstruction of the breast as well as surgery and reconstruction of the other breast to produce a symmetrical appearance is covered.

Correction of congenital hemangioma (known as port wine stain) is limited to hemangiomas of the face and neck for children aged 18 years and younger.

**Exclusions:**

- Plastic surgery or other cosmetic Services and supplies intended primarily to change your appearance, including cosmetic surgery related to bariatric surgery

**Rehabilitative and Habilitative Services (Including Early Intervention Services for Developmental Delays)**

Rehabilitation is a treatment or treatments designed to facilitate the process of recovery from injury, illness, or disease to as normal a condition as possible. Habilitative Services are therapeutic Services that are provided to children with congenital conditions (present from birth), and developmental delays to enhance the child's ability to function and advance. Habilitative Services are like rehabilitative Services that are provided to adults or children who acquire a condition later in life. Rehabilitative Services are geared toward reacquiring a skill that has been lost or impaired, while habilitative Services are provided to help acquire a skill in the first place, such as walking or talking. Habilitative Services include, but are not limited to, physical therapy, occupational therapy and speech therapy for the treatment of a child with a congenital or genetic birth defect or developmental delays.

The following rehabilitative and Habilitative Services are covered as described in the "Benefits and Cost Sharing" section:

- Inpatient and Outpatient Multidisciplinary Rehabilitation in an approved organized multidisciplinary program or facility;
- Outpatient Physical, Occupational, and Speech Therapy (not billed by a Home Health Agency);
- Outpatient Cardiac Rehabilitation; or
- Outpatient Pulmonary Rehabilitation.

**Exclusions:**

- Maintenance therapy: or treatment when the Participant has no restorative potential;
- Treatment for congenital learning or neurological disability/disorder;
- Treatment for communication training, educational training or vocational training;
- Therapy primarily indicated for vocational training or re-training purposes, including sports physical therapy; or
- Speech therapy that is not Medically Necessary, such as:
  - Therapy for educational placement or other educational purposes;
  - Training or therapy to improve articulation in the absence of injury, illness or medical condition affecting articulation; or
  - Therapy for tongue thrust in the absence of swallowing problems.
- Physical therapy Services administered under the home health or hospice benefit, or in a hospital or skilled nursing facility. Passive modalities and/or treatment Services associated with physical therapy (e.g. electrical stimulation)

The Following Additional Habilitative Services are Covered

## **Treatment for Pervasive Developmental Disorders**

Covered Services for pervasive developmental disorder or autism include:

- Medically Necessary Inpatient, Skilled Nursing Home and Outpatient care;
- Behavioral health treatment;
- Applied behavior analysis and evidence-based behavior intervention programs that develops or restores, to the maximum extent practicable, the functioning of a person with pervasive developmental disorder or autism and that meet all the following criteria:
  - The treatment is referred by KPIC and administered by a Network Provider. Reminder certain Services require Prior-Authorization:

### **Required Prior-Authorization List**

- All inpatient and outpatient facility Services (excluding emergencies);
  - Office based habilitative / rehabilitative care: ABA, Occupational; Speech, and Physical therapies;
  - All Services provided outside a KP facility;
  - All Services provided by non-network providers; and
  - Drugs and Durable Medical Equipment not contained on the KP formulary.
- The treatment plan has measurable goals over a specific timeline that is developed and approved by the Network Qualified Autism Service Provider;
  - The treatment plan is reviewed no less than once every six months by the Qualified Autism Service Provider and modified whenever appropriate and the treatment plan includes:
    - the behavioral health impairments to be treated;
    - an intervention plan that includes the Service type, number of hours, and parent participation needed to achieve the plan's goal and objectives, and the frequency at which the progress is evaluated and reported;
    - utilizes evidence-based practices, with demonstrated clinical efficacy in treating pervasive developmental disorder or autism; and
    - discontinues intensive behavioral intervention Services when the treatment goals and objectives are achieved or no longer appropriate.
  - The treatment plan is not used for either of the following:
    - for purposes of providing (or for the reimbursement of) respite care, day care, or educational Services; or
    - to reimburse a parent for participating in the treatment program.

### **Exclusions:**

- Services not identified in an approved treatment plan;

- 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 for the purpose of increasing 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 skills for employment or vocational purposes;
- Professional growth courses; and
- Training for a specific job or employment counseling.

### **Skilled Nursing Facility Services**

Skilled inpatient Services and supplies must be Services customarily provided by a Skilled Nursing Facility and must be above the level of Custodial Care or intermediate care. The following Services and supplies are covered:

- Network Physician and nursing Services;
- Room and board;
- Medical social Services;
- Prescribed drugs;
- Respiratory therapy;
- Physical, occupational, and speech therapy;
- Medical equipment ordinarily furnished by the Skilled Nursing Facility;
- Medical supplies;
- Imaging and laboratory Services ordinarily provided by SNFs; and
- Blood, blood products and their administration.

A benefit period begins on the date you are admitted to a hospital or Skilled Nursing Facility at a skilled level of care. A benefit period ends on the date you have not been an inpatient in a hospital or Skilled Nursing Facility, receiving a skilled level of care, for 60 consecutive days. A new benefit period can begin only after any existing benefit period ends. A prior three-day stay in an acute care hospital is not required.

### **Substance Use Disorder Services**

#### **Inpatient**

Hospitalization (including Residential Treatment) is covered for medical management of withdrawal symptoms, including room and board, Network Physician Services, drugs that require administration or observation by medical personnel, dependency recovery Services, and counseling. Substance Use Disorder



Rehabilitation Services in a licensed residential treatment Network Facility are also covered.

### **Outpatient**

The following Services for treatment of Substance Use Disorders are covered:

- Partial hospitalization, sometimes known as day-night treatment programs;
- Intensive outpatient programs;
- Individual and group counseling visits; and
- Visits for medical treatment for withdrawal symptoms.

### **Gender Affirming Surgery**

When authorized by Kaiser Permanente, your Plan covers the cost of:

Below waist surgery:

- Assigned at birth male –clitoroplasty, labiaplasty, penile skin inversion, vagina construction, bilateral orchiectomy, penile amputation, urethromeatoplasty, plastic repair of introitus, vaginoplasty
- Assigned at birth female – hysterectomy, salpingo oophorectomy, colpectomy, phalloplasty, urethroplasty, scrotoplasty, plastic glans formation, Insertion of penile and testicular prosthesis

Above waist surgery:

- Assigned at birth male –Tracheal shave and facial hair removal, Medically Necessary breast augmentation if the Physician prescribing hormones and the surgeon have documented that breast enlargement after undergoing hormone treatment is not sufficient for comfort in the social role and Medically Necessary gender confirming facial reconstruction
- Assigned at birth female – Mastectomy with chest reconstruction and nipple/areola reconstruction or breast reduction
- Voice therapy lessons

### **Gender Affirming Surgery Limitations and Exclusions**

Above waist –

- Assigned at birth male - lipoplasty of the waist, face lifts, blepharoplasty, collagen injections, or
- Assigned at birth female - liposuction and cosmetic chest reconstruction, pectoral implants);
- Blepharoplasty
- Rhinoplasty
- Voice modification surgery
- Abdominoplasty

Below waist Surgery –

- Assigned at birth female - liposuction to reduce fat in hips thighs and buttocks, calf implants

- Assigned at birth male - Electrolysis or laser hair removal, except for facial hair removal or when used to prepare the perineum for SRS (Sexual Reassignment Surgery) and pharmaceuticals such as Vaniqa);
- Cosmetic Surgery – Surgery or other Services that are intended primarily to change or maintain your appearance, voice, or other characteristics, except for the covered gender affirming surgery Services listed in this "Gender Affirming Surgery" section.
- Unless covered under the Fertility Benefit, sperm procurement and storage in anticipation of future infertility, Gamete preservation and storage in anticipation of future infertility, Cryopreservation of fertilized embryos in anticipation of future infertility.
- Reasonable transportation and lodging expenses inside and outside of the Service Area when approved in advance by Kaiser Permanente. Includes transportation, meals and lodging for the surgical patient plus one other person.
- Referrals outside US.
- Other surgeries which have no Medically Necessary role in gender identification and are considered cosmetic in nature

### **Related Services Covered in this Covered Services Section**

- Outpatient hospital or ambulatory surgery center Services
- Outpatient prescription drugs
- Outpatient administered drugs
- Prosthetics and orthotics
- Psychological counseling
- Outpatient imaging and laboratory

### **Transplant Services**

Inpatient and outpatient Services for transplants of organs or tissues are covered – *for example:*

- Bone Marrow transplant/stem cell rescue
- Cornea
- Heart
- Heart & lung
- Liver
- Lung
- Kidney; Simultaneous kidney & pancreas
- Pancreas; Pancreas after kidney alone
- Small bowel; Small bowel & liver

**The Services are covered if:**

- KPIC has determined that you meet certain medical criteria for patients needing transplants; and
- KPIC provides a written referral to an approved transplant facility. The facility may be located outside the Service Area. Transplants are covered only at a facility approved by KPIC, even if another facility within the Service Area could perform the transplant.

#### **Covered Services include:**

- Reasonable transportation and lodging expenses outside of the Service Area when approved in advance by Kaiser Permanente. Coverage will include the transplant recipient plus, one parent or guardian if the transplant recipient is a minor or one other person if the transplant recipient is an adult.
- Reasonable medical and hospital expenses of an organ/tissue donor which are directly related to a covered transplant are covered only if such expenses are incurred for Services within the United States or Canada. Coverage of expenses for these Services is subject to Living Donor Guidelines on [www.kp.org](http://www.kp.org).

#### **Limitations and Exclusions:**

- Kaiser Permanente does not assume responsibility for providing or assuring the availability of a donor or donor tissue/organs.
- Organ/tissue transplants which are experimental or investigational are not covered.

#### **Member Reimbursed Travel and Lodging**

A separate travel benefit per Covered Person for all transportation and lodging expenses incurred by you and reimbursed under the Plan in connection with covered Service and care not included in other travel benefits. This applies when care is available either through an in-Network provider or at an out-of-network provider (when appropriate) more than 50 miles away from your residence.

To use the travel benefits you must pay travel and lodging expense upfront and submit a claim with travel and lodging receipts/expenses using [www.kp.org](http://www.kp.org) (use the medical reimbursement claim form). Mileage reimbursement will be reimbursed at the current IRS limit.

#### **Transportation**

You can submit a claim for reimbursement amounts paid for transportation primarily for, and essential to, medical care:

- Bus, taxi, train, or plane fares or ambulance Service; and
- Transportation expenses of a parent who must go with a child who needs medical care;

#### **Car expenses**

- Out-of-pocket expenses, such as the cost of gas and oil, when you use a car to travel for medical reasons. If you don't want to use your actual expenses, you will be reimbursed the IRS standard medical mileage rate based on the miles traveled.

- Parking fees and tolls, whether you use actual car expenses or the standard mileage rate.

### **Urgent Care Services**

Urgent Care Services are sometimes referred to as afterhours care.

#### **In the Service Area**

Urgent Care Services are covered and may be provided in your doctor's office after office hours or a Network urgent care facility. If you think you may need urgent care, call the advice nurse telephone number for help. (See the "Customer Service Phone Numbers" section or [www.kp.org](http://www.kp.org)).

#### **Exclusion:**

Except as noted below, Urgent Care Services from Non-Network Providers are not covered.

#### **Outside of the Service Area**

Urgent Care Services are also covered when you are temporarily away from the Service Area. Urgent Care Services are covered when they are Medically Necessary, and it is not reasonable given the circumstances to obtain the Service through Network Providers. See the "Emergency, Post-Stabilization, and Out-of-Area Urgent Care You Receive from Non-Network Providers" section for more information.

### **Vision Exams (routine)**

Routine eye exams (eye refractions) provided by Network optometrists or ophthalmologists to determine the need for vision correction and to provide a prescription for eyeglasses or contact lenses are covered.

#### **Exclusions:**

- Corrective lenses, eyeglasses, frames, and contact lenses (including the fitting of contact lenses) except as notated in vision hardware, are not covered except that this exclusion does not apply to Services covered under "Durable Medical Equipment (DME), External Prosthetics and Orthotics" in the "Benefits and Cost Sharing" section
- All Services related to eye surgery for correcting refractive defects such as nearsightedness, farsightedness or astigmatism (for example, radial keratotomy and photo-refractive keratectomy)
- Orthoptic therapy, a technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision
- Visual training
- Low vision aids and Services

## General Exclusions, General Limitations, Coordination of Benefits, and Reductions

The Services listed in this section are excluded from coverage. These exclusions apply to all Services that would otherwise be covered. Additional exclusions that apply only to a benefit are listed in the description of that benefit in the "Benefits and Cost Sharing" section.

<p><b>Acupuncture</b> Self-referred</p>
<p><b>Before coverage begins</b> Any Services, drugs, or supplies you receive while you are not enrolled in this Plan</p>
<p><b>Behavioral/conduct problems</b> Therapies and services delivered in a non-clinical setting such as educational therapies and programs for behavioral/conduct problems</p>
<p><b>Blood</b> The cost of whole red blood or red blood cells when they are donated or replaced and billed, except expenses for administration and processing of blood and blood products (except blood factors) covered as part of inpatient and outpatient Services</p>
<p><b>Care by non-Network Providers</b> Except for Authorized referrals, emergencies and out of area Urgent Care</p>
<p><b>Care in a halfway house</b></p>
<p><b>Cosmetic Services</b> Except for medically necessary reconstructive surgery and related services</p>
<p><b>Custodial Care</b> Assistance with activities of daily living (for example: walking, getting in and out of bed, bathing, dressing, feeding, toileting, and taking medicine), or care that can be performed safely and effectively by people who, in order to provide the care, do not require medical licenses or certificates or the presence of a supervising licensed nurse. This exclusion does not apply to Services covered under "Hospice Care"</p>
<p><b>Dental Services</b> Not listed elsewhere in your coverage. This exclusion also applies to accidental injury to sound and natural teeth</p>
<p><b>Education</b> Services other than Health Education or Self-Management of a medical condition as determined by the Plan to be primarily educational in nature</p>
<p><b>Excluded Providers</b> Services, supplies, equipment or prescriptions provided by OIG (Office of the Inspector General) excluded providers</p>

**Experimental or investigational Services**

Kaiser Permanente, determines that a Service is experimental and investigational when:

- Generally accepted medical standards do not recognize it as safe and effective for treating the condition in question (even if it has been authorized by law for use in testing or other studies on human patients);
- It requires government approval that has not been obtained when Service is to be provided;
- It cannot be legally performed or marketed in the United States without FDA approval;
- It is the subject of a current new drug or device application on file with the FDA;
- It has not been approved or granted by the U.S. Food and Drug Administration (FDA) excluding off-label use of FDA approved drugs and devices
- It is provided pursuant to a written protocol or other document that lists an evaluation of the Service's safety, toxicity or efficacy as among its objectives;
- It is subject to approval or review of an Institutional Review Board or other body that approves or reviews research;
- It is provided pursuant to informed consent documents that describe the Services as experimental or investigational, or indicate that the Services are being evaluated for their safety, toxicity or efficacy; or
- The prevailing opinion among experts 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 Service;
- It is provided for Non-referred Services in connection to an approved clinical trial and/or Services in connection with a non-approved clinical trial;

Services related to Clinical Trials are considered Experimental and Investigational when;

- Items and Services are provided solely to satisfy data collection and analytical needs of a clinical trial and are not used in the direct clinical management of the patient (e.g., monthly CT scans for a condition usually requiring only a single scan);
- Items and Services customarily provided by the research sponsors free of charge for any enrollee in the trial; and
- Items or Services needed for reasonable and necessary care arising from the provision of an investigational item or Service--in particular, for the diagnosis or treatment of complications.

**Fertility Services and drugs not provided by Progyny**

This exclusion does not apply to Services to rule out the underlying medical causes of infertility

**Foot care**

Except when Medically Necessary

**Gender Affirming related services listed below:**

- Cosmetic Surgery
- Sperm procurement and storage in anticipation of future Fertility, unless covered under Fertility Services benefit
- Gamete preservation and storage in anticipation of future Fertility, unless covered under Fertility Services benefit
- Cryopreservation of fertilized embryos in anticipation of future Fertility, unless covered under Fertility Services benefit
- Other electrolysis or laser hair removal not specified as covered
- Vaniqa

<p><b>Government Obligations</b> Any disease or injury resulting from a war, declared or not, or any military duty or any release of nuclear energy for which the federal government has primary responsibility for payment. Also excluded are charges for Services directly related to military service provided or available from the Veterans' Administration or military medical facilities as required by law</p>
<p><b>Government programs</b> Treatment where payment is made by any local, state, or federal government (except Medicaid), or for which payment would be made if the Participant had applied for such benefits. Services that can be provided through a government program for which you as a member of the community are eligible for participation. Such programs include, but are not limited to, school speech and reading programs</p>
<p><b>Hearing Aid Services</b> Hearing Aids, hearing devices and related or routine examinations and Services</p>
<p><b>Hypnotherapy (Hypnosis)</b></p>
<p><b>Illegal services</b> Treatments, procedures, equipment, drugs, devices, supplies or any other plan benefits, in each case, that are illegal under applicable law</p>
<p><b>Immunizations</b> Administered strictly for the purpose of travel outside of the United States, with the exception of vaccinations associated with COVID-19.</p>
<p><b>Licensed Provider</b> Charges for a Provider acting outside the scope of his license.</p>
<p><b>Massage Therapy</b> Except when provided as part of other covered Services</p>
<p><b>Medical supplies</b> Disposable supplies for home use, excluding urological and ostomy supplies</p>
<p><b>Medicare Benefits</b> Your benefits are reduced by any benefits to which You are entitled under Medicare except for Members whose Medicare benefits are secondary by law</p>
<p><b>Network or Non-Network Provider (Close Relative)</b> Services rendered by a Network or Non-Network Provider who is a close relative or member of your household. Close relative means wife or husband, parent, child, brother or sister, by blood, marriage or adoption</p>
<p><b>Nutritional supplements</b> And formulas except for formula needed for the treatment of inborn errors of metabolism</p>
<p><b>Obesity</b> Fees or costs associated with weight reduction programs, fees and charges relating to fitness programs, weight loss or weight control programs except for Network Diabetes prevention programs.</p>

**Outpatient Prescription Drugs**

- Drugs prescribed for cosmetic purposes
- Drugs that shorten the duration of the common cold
- Drugs used to enhance athletic performance
- As determined by Kaiser, Drugs which are available over the counter and prescriptions for which drug strength may be realized by the over the counter product except where noted in your Schedule of Benefits
- Experimental or Investigational Drugs
- If a Service is not covered under this Plan, any drugs or supplies needed in connection with that Service are not covered
- As determined by Kaiser, Prescription drugs for which there is an over the counter drug equivalent except where noted in your Schedule of Benefits
- Replacement of lost, damaged or stolen drugs
- Special packaging; packaging of prescription medications is limited to Kaiser Permanente standard packaging
- Fertility Drugs (not provided by Progyny)

**Personal Comfort Items for Home use**

Equipment that basically serves comfort or convenience functions or is primarily for the convenience of a person caring for you or your Dependent, i.e., exercycle or other physical fitness equipment, elevators, Hoyer lifts, shower/bath bench, air conditioners, air purifiers and filters, batteries and charges, dehumidifiers, humidifiers, air cleaners and dust collection devices

**Personal comfort items when Inpatient**

Services and supplies not directly related to medical care, such as guest's meals and accommodations, hospital admission kit, barber Services, telephone charges, radio and television rentals, homemaker Services, over the counter convenience items and take-home supplies.

**Private Duty Nursing**

As a registered bed patient

**Private Duty Nursing**

In home or long term facility

**Private room**

Unless Medically Necessary or if a semi-private room is not available

**Recreational, diversional and play activities****Religious, personal growth counseling or marriage counseling**

Including Services and treatment related to religious, personal growth counseling or marriage counseling unless the primary patient has a mental health diagnosis

**Services, drugs, or supplies if not Medically Necessary****Services billed more than 365 days after the date of service or dispensing****Services for conditions that a Network Physician determines are not responsive to therapeutic treatment****Services provided outside the United States**

Services, other than Emergency Services, received outside the United States whether or not the Services are available in the United States



<p><b>Services related to a non-Covered Service</b> All Services, drugs, or supplies related to the non-Covered Service are excluded from coverage, except Services we would otherwise cover for the treatment of complications and rehabilitation of the non-Covered Service</p>
<p><b>Services that Are the Subject of a non-Network Provider's Notice and Consent</b> Amounts owed to non-Network Providers when you or your authorized representative consent to waive your right against surprise billing/balance billing (unexpected medical bills) under applicable federal law</p>
<p><b>Shoes</b> Shoe inserts, orthotics (except for care of the diabetic foot), and orthopedic shoes (except when an orthopedic shoe is joined to a brace)</p>
<p><b>Surrogacy</b> Services related to conception, pregnancy or delivery in connection with a surrogate arrangement. A surrogate arrangement is one in which a woman agrees to become pregnant and to surrender the baby to another person or persons who intend to raise the child</p>
<p><b>Testing for ability, aptitude, intelligence or interest</b></p>
<p><b>Third Generation Dependents</b> Services related to third generation dependents, unless enrolled as a dependent, includes temporary enrollment under the plan for a limited number of days after birth.</p>
<p><b>Third Party Requests</b> Services, reports and/or examinations in connection with employment, participation in employee programs, insurance, disability, licensing, immigration applications, or on court order or for parole or probation.</p>
<p><b>Travel or transportation</b> Expenses even though prescribed by a Network Physician or non-Network Physician except as noted as covered in the Summary of Benefits</p>
<p><b>Vision (Surgical Correction)</b> Radial keratotomy; and surgery, Services, evaluations or supplies for the surgical correction of nearsightedness and/or astigmatism or any other correction of vision due to a refractive problem</p>
<p><b>Vision - Orthoptics</b> (A technique of eye exercises designed to correct the visual axes of eyes not properly coordinated for binocular vision) or visual training</p>
<p><b>Vision- Low vision aids</b> Eyeglasses, contact lenses and follow-up care thereof, except that Covered Services and expenses will include the purchase of the first pair of eyeglasses, lenses, frames or contact lenses that follows cataract surgery or loss of lens due to eye disease for aphakia or aniridia.</p>
<p><b>Vision- Hardware</b> (Eyeglasses, lenses, contact lenses) as prescribed to correct visual acuity</p>
<p><b>Waived fees</b> Free Services (no charge items)</p>
<p><b>Workers' Compensation</b> Services for any condition or injury recognized or allowed as a compensable loss through any Workers' Compensation, occupational disease or similar law. Exception: Benefits are provided for actively employed partners and small business owners not covered under a Workers' Compensation Act or similar law, if covered by the Plan. Services or supplies for injuries or diseases related to you or your Dependent's job to the extent you or your Dependent is required to be covered by a workers' compensation law</p>

## **General Limitations**

Network Providers will try to provide or arrange for the provision of Covered Services in the event of unusual circumstances that delay or render impractical the provision of Services, such as major disaster, epidemic, war, riot, civil insurrection, disability of a large share of personnel at a Network Provider's facility, complete or partial destruction of facilities, or labor disputes. Neither the Plan, KPIC, nor any Network Providers shall have any liability for delaying or failing to provide Services in the event of this type of unusual circumstance.

## **Coordination of Benefits**

This "Coordination of Benefits" (COB) section describes how payment of claims for Services under the Plan will be coordinated with those of any other plan under which you are entitled to have claims for Services paid.

This "Coordination of Benefits" section applies when a Participant or a Dependent has health care coverage under more than one benefit plan under which claims for Services are to be paid.

The order of benefit determination rules described in this "Coordination of Benefits" section govern the order in which each Coverage Plan will pay as the Primary Coverage Plan. The Primary Coverage Plan, the one that must pay first, pays in accordance with its terms without regard to the possibility that another Coverage Plan may cover some expenses. A Secondary Coverage Plan pays after the Primary Coverage Plan and may reduce the payments it makes so that payments from all plans do not exceed 100% of the total Allowable Expenses.

## **Definitions**

For purposes of this "Coordination of Benefits" section only, terms are defined as follows:

"Coverage Plan" is any of the following that provides payment 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 Coverage Plan and there is no COB among those separate contracts.

- Coverage Plan includes: group and non-group insurance, health maintenance organization (HMO) contracts, closed panel or other forms of group or group type coverage (whether insured or uninsured); medical care components of long term care contracts, such as skilled nursing care; medical benefits under group or individual automobile contracts; and Medicare or any other federal governmental plan, as permitted by law.
- Coverage Plan does not include: hospital indemnity coverage or other fixed indemnity coverage; accident only coverage; specified disease or specified accident coverage; limited health benefit coverage, as defined by state law; school accident type coverage; benefits for non-medical components of group

long-term care policies; Medicare supplement policies, Medicaid policies, and coverage under other federal governmental plans, unless permitted by law.

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

**"This Coverage 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 Coverage 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 Coverage Plan" or "Secondary Coverage Plan."** Order of benefit determination rules determine whether This Coverage Plan is a Primary Coverage Plan or Secondary Coverage Plan when compared to another Coverage Plan covering the person. When This Coverage Plan is primary, it determines payment of claims for Services first before those of any other Coverage Plan and without considering any other Coverage Plan's benefits. When This Coverage Plan is secondary, it determines payment of claims for Services after those of another Coverage Plan and may reduce its payments so that all payments and benefits of all Coverage Plans do not exceed 100% of the total Allowable Expense.

"Allowable Expense" means a health care expense, including Cost Sharing, that is covered at least in part by any of the Coverage Plans covering the person. When a Coverage Plan provides benefits in the form of Services (for example an HMO), the reasonable cash value of each Service will be considered an Allowable Expense and a benefit paid. An expense or an expense for a Service that is not covered by any of the Coverage Plans is not an Allowable Expense. In addition, any expense that a provider by law or in accordance with a contractual agreement is prohibited from charging a covered person is not an Allowable Expense. The following are additional examples of expenses or Services that are not Allowable Expenses:

- If a covered person is confined in a private hospital room, the difference between the cost of a semi-private hospital room and the private room (unless the patient's stay in a private hospital room is Medically Necessary in terms of generally accepted medical practice, or one of the Coverage Plans routinely provides coverage for hospital private rooms) is not an Allowable Expense.
- If a person is covered by two or more Coverage Plans that compute their benefit payments based on usual and customary fees or relative value schedule reimbursement methodology or other similar reimbursement methodology, any amount more than the highest of the usual and

- customary fees (or other reimbursement amount) for a specific benefit is not an Allowable Expense.
- If a person is covered by two or more Coverage Plans that provide benefits or Services based on negotiated fees, an amount more than the highest of the negotiated fees is not an Allowable Expense.
  - If a person is covered by one Coverage Plan that calculates its benefits or Services based on usual and customary fees and another Coverage Plan that provides its benefits or Services on the basis of negotiated fees, the Primary Coverage Plan's payment arrangements shall be the Allowable Expense for all Coverage Plans. However, if the provider has contracted with the Secondary Coverage Plan to provide the benefit or Service for a payment arrangement and if the provider's contract permits, the negotiated fee or payment shall be the Allowable Expense used by the Secondary Coverage Plan to determine its benefits.
  - The amount a benefit is reduced by the Primary Coverage Plan because a covered person does not comply with the Coverage Plan provisions is not an Allowable Expense. Examples of these provisions are second surgical opinions, precertification of admissions, and preferred provider arrangements.

**"Claim Determination Period"** means a calendar year.

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

**"Custodial Parent"** means a parent awarded custody by a court decree. In the absence of a court decree, it is the parent with whom the child resides more than one half of the calendar year without regard to any temporary visitation.

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

When a person is covered by two or more Coverage Plans which pay benefits, the rules for determining the order of payment are as follows:

- A. The Primary Coverage Plan pays or provides its benefits per its terms of coverage and without regard to the benefits of any other Coverage Plan(s).
- B. A Coverage Plan that does not contain a coordination of benefits provision that is consistent with this provision is always primary unless the provisions of both Coverage Plans state that the complying plan is primary; provided, however, coverage that is obtained by virtue of membership in a group that is designed to supplement a part of a basic package of benefits may provide that the supplementary coverage shall be excess to any other parts of the Coverage Plan provided by the contract holder. Examples of these types of situations are

major medical coverages that are superimposed over base Coverage Plan hospital and surgical benefits, and insurance type coverages that are written about a closed panel Coverage Plan to provide non-network benefits.

C. A Coverage Plan may consider the benefits paid or provided by another Coverage Plan in determining its benefits only when it is secondary to that other Coverage Plan.

D. Each Coverage Plan determines its order of benefits using the first of the following rules that applies:

1. Non-Dependent or Dependent. The Coverage Plan that covers the person other than as a Dependent, for example as an employee, member, subscriber, or retiree, is primary and the Coverage Plan that covers the person as a Dependent is secondary. However, if the person is a Medicare beneficiary and, because of federal law, Medicare is secondary to the Coverage Plan covering the person as a Dependent; and primary to the Coverage Plan covering the person as other than a Dependent (for example a retired employee), then the order of benefits between the two Coverage Plans is reversed so that the Coverage Plan covering the person as an employee, member, subscriber, or retiree is secondary and the other Coverage Plan is primary.

2. Dependent Child Covered Under More Than One Coverage Plan. Unless there is a court decree stating otherwise, when a dependent child is covered by more than one Coverage Plan, the order of benefits is determined as follows:

a. For a dependent child whose parents are married or are living together:

- (i) The Coverage Plan of the parent whose birthday falls earlier in the calendar year is primary
- (ii) If both parents have the same birthday, the Coverage Plan that has covered the parent the longest is primary.

b. For a dependent child whose parents are divorced or separated or are not living together:

- (i) If a court decree states that one of the parents is responsible for the child's health care expenses or health care coverage and the Coverage Plan of that parent has actual knowledge of those terms, that Coverage Plan is primary. This rule applies to claim determination periods or plan years commencing after the Coverage Plan is given notice of the court decree.

(ii) If a court decree states that both parents are responsible for the dependent child's health care expenses or health care coverage, the provisions of subparagraph (a) above shall determine the order of benefits; or

(iii) If a court decree states that the parents have joint custody without specifying that one parent has responsibility for the health care expenses or health care coverage of the dependent child, the provisions of subparagraph (a) above shall determine the order of benefits; or

(iv) 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 dependent child are as follows:

- The Coverage Plan of the custodial parent
- The Coverage Plan of the spouse of the custodial parent
- The Coverage Plan of the non-custodial parent, and then
- The Coverage Plan of the spouse of the non-custodial parent

c. For a dependent child covered under more than one Coverage Plan of individuals who are the parents of the child, the provisions of subparagraph (a) or (b) above shall determine the order of benefits as if those individuals were the parents of the child.

3. Active or inactive (retired or laid-off) employee. The Coverage Plan that covers a person as an employee who is neither laid off nor retired is primary. The Coverage Plan covering that same person as a retired or laid-off employee is the Secondary Coverage 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 retiree or laid-off employee. If the other Coverage Plan does not have this rule, and thus, the Coverage Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D (1) can determine the order of benefits.

4. Continuation coverage. If a person whose coverage is provided under a right of continuation provided by federal or state law is also covered under another Coverage Plan, the Coverage Plan covering the person as an employee, member, subscriber, or retiree (or as that person's Dependent) is primary, and the continuation coverage is

secondary. If the other Coverage Plan does not have this rule, and thus, the Coverage Plans do not agree on the order of benefits, this rule is ignored. This rule does not apply if the rule labeled D (1) can determine the order of benefits.

5. Longer or shorter length of coverage. The Coverage Plan that covered the person as an employee, member, subscriber, or retiree longer is primary and the Coverage Plan that covered the person the shorter period is the Secondary Coverage Plan.

6. If a husband or wife is covered under This Coverage Plan as an employee and as a Dependent (if the Plan's eligibility rules allow this), the benefits for the Dependent will be coordinated as if they were provided under another Coverage Plan. This means the Coverage Plan of the person as an Employee will pay first.

7. If the preceding rules do not determine the Primary Coverage Plan, the Allowable Expenses shall be shared equally between the Coverage Plans meeting the definition of Coverage Plan under this "Coordination of Benefits" section. In addition, This Coverage Plan will not pay more than it would have paid had it been the Primary Coverage Plan.

### **Effect on the Benefits of this Plan**

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

If a Covered Person is enrolled in two or more Closed Panel Plans and if, for any reason, including the provision of Service by a non-participating provider, benefits are not payable by one Closed Panel Plan; COB shall not apply between that Coverage Plan and other closed panel Coverage Plans.

This Coverage Plan complies with the Medicare Secondary Payer regulations. If a Covered Person is also receiving benefits under Medicare, including Medical Prescription Drug Coverage, federal law may require this Plan to be primary. When This Coverage Plan is not primary, the Plan will coordinate benefits with

Medicare. This Plan reduces its Benefits as described below for persons who are eligible for Medicare when Medicare would be the Primary Coverage Plan.

When Medicare would be primary, Medicare benefits are determined as if the full amount that would have been payable under Medicare was paid under Medicare, even if: The person is eligible for, but not enrolled in, Medicare. Medicare Benefits are determined as if the person were covered under Medicare Parts A and B.

To determine when Medicare is primary see the excerpt from <https://www.medicare.gov/publications/10050-Medicare-and-You.pdf> below:



## How does my other insurance work with Medicare?

When you have other insurance (like group health plan, retiree health, or **Medicaid** coverage) and Medicare, there are rules for whether Medicare or your other coverage pays first.

If you have <b>retiree</b> health coverage (like insurance from your or your spouse's former employment)...	Medicare pays first.
If you're 65 or older, have group health plan coverage based on your or your spouse's <b>current</b> employment, and the employer has <b>20 or more employees</b> ...	Your group health plan pays first.
If you're 65 or older, have group health plan coverage based on your or your spouse's <b>current</b> employment, and the employer has <b>fewer than 20 employees</b> ...	Medicare pays first.
If you're under 65 and have a disability, have group health plan coverage based on your or a family member's <b>current</b> employment, and the employer has <b>100 or more employees</b> ...	Your group health plan pays first.
If you're under 65 and have a disability, have group health plan coverage based on your or a family member's <b>current</b> employment, and the employer has <b>fewer than 100 employees</b> ...	Medicare pays first.
If you have group health plan coverage based on your or a family member's employment or former employment, and you're eligible for Medicare because of End-Stage Renal Disease (ESRD)...	Your group health plan pays first for the first 30 months after you become eligible for Medicare. Medicare pays first after this 30-month period.
If you have TRICARE...	Medicare pays first, unless you're on active duty, or get items or services from a military hospital or clinic, or other federal health care provider.
If you have Medicaid...	Medicare pays first.

### Important!

If you're still working and have employer coverage through work, contact your employer to find out how your employer's coverage works with Medicare.

Here are some important facts to remember about how other insurance works with Medicare-covered services:

- The insurance that pays first (primary payer) pays up to the limits of its coverage.
- The insurance that pays second (secondary payer) only pays if there are costs the primary payer didn't cover.
- The secondary payer (which may be Medicare) might not pay all of the uncovered costs.
- If your group health plan or retiree health coverage is the secondary payer, you might need to sign up for Part B before your insurance will pay.

Visit [Medicare.gov/publications](https://www.medicare.gov/publications) to view the booklet, "Medicare and Other Health Benefits: Your Guide to Who Pays First." You can also call 1-800-MEDICARE (1-800-633-4227) for more information. TTY users can call 1-877-486-2048.

**Important!**

If you have other insurance or changes to your insurance, you need to let Medicare know by calling Medicare's Benefits Coordination & Recovery Center at 1-855-798-2627. TTY users can call 1-855-797-2627.

If you have Part A, you may get a "Health Coverage" form (IRS Form 1095-B) from Medicare. This form verifies that you had health coverage in the past year. Keep the form for your records. Not everyone will get this form. If you don't get Form 1095-B, don't worry. You don't need it to file your taxes.

- For more information on Medicare and ESRD see <https://www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Coordination-of-Benefits-and-Recovery-Overview/End-Stage-Renal-Disease-ESRD/ESRD>
- The person is enrolled in a Medicare Advantage plan and receives non-Covered Services because the person did not follow all rules of that plan. Medicare benefits are determined as if the Services were covered under Medicare Parts A and B.
- The person receives Services from a provider who has elected to opt-out of Medicare. Medicare benefits are determined as if the Services were covered under Medicare Parts A and B and the provider had agreed to limit charges to the amount of charges allowed under Medicare rules.
- The Services are provided in any facility that is not eligible for Medicare reimbursements, including a Veterans Administration facility, facility of the Uniformed Services, or other facility of the federal government. Medicare benefits are determined as if the Services were provided by a facility that is eligible for reimbursement under Medicare.
- The person is enrolled under a plan with a Medicare Medical Savings Account. Medicare Benefits are determined as if the person were covered under Medicare Parts A and B.

### **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 Coverage Plan and other

Coverage Plans. The Plan has the right to release or obtain any information and make or recover any payments considered necessary to administer this “Coordination of Benefits” section. This shall include getting the facts needed from, or giving them to, other organizations or persons for applying these rules and determining benefits payable under This Coverage Plan and other Coverage Plans covering the person claiming benefits. The Plan need not tell, or get the consent of, any person to do this. Each person claiming benefits under This Coverage Plan must provide any facts needed to apply those rules and determine benefits payable. If you do not provide the information needed to apply these rules and determine the benefits payable, your claim for benefits will be denied.

### **Payments Made**

A payment made under another Plan may include an amount that should have been paid under this Plan. If it does, reimbursement to that Plan of that amount will be made to the Plan that made the payment. That amount will then be treated as though it was a benefit paid under This Plan and that amount will not be paid again. The term "payment made" includes providing benefits in the form of Services, in which case "payment made" means the reasonable cash value of the benefits provided in the form of Services.

### **Right of Recovery**

If the amount of the payments made by the Plan is more than it should have paid under this “Coordination of Benefits” section, it may receive the excess from one or more of the persons it has paid or for whom it has paid; or any other person or organization that may be responsible for the benefits or Services provided for the covered person. The “amount of the payments made” includes the reasonable cash value of any benefits provided in the form of Services.

### **Reductions**

#### **Subrogation and Reimbursement**

The Plan has a right to subrogation and reimbursement. References to “you” or “your” in this Subrogation and Reimbursement section shall include you, your Estate and your heirs and beneficiaries unless otherwise stated.

Subrogation applies when the Plan has paid benefits on your behalf for a sickness or injury for which any third party is allegedly responsible. The right to subrogation means the Plan is substituted to and shall succeed to any and all legal claims that you may be entitled to pursue against any third party for the benefits the Plan has paid that are related to the sickness or injury for which a third party is considered responsible.

The right to reimbursement means that if it is alleged that any third party caused or is responsible for a sickness or injury for which you receive a settlement, judgment, or other recovery from any third party, you must use those proceeds to fully return to the Plan 100% of any benefits you receive for that sickness or injury. The right of

reimbursement shall apply to any benefits received at any time until the rights are extinguished, resolved or waived in writing.

The following persons and entities are considered third parties:

- A person or entity alleged to have caused you to suffer a Sickness, Injury or damages, or who is legally responsible for the Sickness, Injury or damages.
- Any insurer or other indemnifier of any person or entity alleged to have caused or who caused the Sickness, Injury or damages.
- The Plan Sponsor in a workers' compensation case or other matter alleging liability.
- Any person or entity who is or may be obligated to provide benefits or payments to you, including benefits or payments for underinsured or uninsured motorist protection, no-fault or traditional auto insurance, medical payment coverage (auto, homeowners or otherwise), workers' compensation coverage, other insurance carriers or third-party administrators.
- Any person or entity against whom you may have any claim for professional and/or legal malpractice arising out of or connected to a Sickness or Injury you allege or could have alleged were the responsibility of any third party.
- Any person or entity that is liable for payment to you on any equitable or legal liability theory.

You agree as follows:

- You will cooperate with KPIC in protecting our legal and equitable rights to subrogation and reimbursement in a timely manner, including, but not limited to:
- Notifying KPIC, in writing, of any potential legal claim(s) you may have against any third party for acts which caused benefits to be paid or become payable.
- Providing any relevant information requested by KPIC.
- Signing and/or delivering such documents as the Plan or our agents reasonably request to secure the subrogation and reimbursement claim.
- Responding to requests for information about any accident or injuries.
- Making court appearances.
- Obtaining our consent or our agents' consent before releasing any party from liability or payment of medical expenses.
- Complying with the terms of this section.

Your failure to cooperate with KPIC is considered a breach of contract. As such, the Plan has the right to terminate your benefits, deny future benefits, take legal action against you, and/or set off from any future benefits the value

of benefits we have paid relating to any sickness or injury alleged to have been caused or caused by any third party to the extent not recovered by the Plan due to you or your representative not cooperating with the Plan or our agents. If the Plan incurs attorneys' fees and costs to collect third party settlement funds held by you or your representative, the Plan has the right to recover those fees and costs from you. You will also be required to pay interest on any amounts you hold which should have been returned to the Plan.

- The Plan has a first priority right to receive payment on any claim against a third party before you receive payment from that third party. Further, this first priority right to payment is superior to any and all claims, debts or liens asserted by any medical providers, including but not limited to hospitals or emergency treatment facilities, that assert a right to payment from funds payable from or recovered from an allegedly responsible third party and/or insurance carrier.
- The Plan's subrogation and reimbursement rights apply to full and partial settlements, judgments, or other recoveries paid or payable to you or your representative, your Estate, your heirs and beneficiaries, no matter how those proceeds are captioned or characterized. Payments include, but are not limited to, economic, non-economic, pecuniary, consortium and punitive damages. The Plan is not required to help you to pursue your claim for damages or personal injuries and no amount of associated costs, including attorneys' fees, shall be deducted from the Plan's recovery without the Plan's express written consent. No so-called "Fund Doctrine" or "Common Fund Doctrine" or "Attorney's Fund Doctrine" shall defeat this right.
- Regardless of whether you have been fully compensated or made whole, the Plan may collect from you the proceeds of any full or partial recovery that you or your legal representative obtain, whether in the form of a settlement (either before or after any determination of liability) or judgment, no matter how those proceeds are captioned or characterized. Proceeds from which the Plan may collect include, but are not limited to, economic, non-economic, and punitive damages. No "collateral source" rule, any "Made-Whole Doctrine" or "Make-Whole Doctrine," claim of unjust enrichment, nor any other equitable limitation shall limit the Plan's subrogation and reimbursement rights.
- Benefits paid by the Plan may also be benefits advanced.
- If you receive any payment from any party because of sickness or injury, and the Plan alleges some or all of those funds are due and owed to the Plan, you and /or your representative shall hold those funds in trust, either in a separate bank account in your name or in your representative's trust account.
- The Plan's rights to recovery will not be reduced due to your own negligence.
- By participating in and accepting benefits from the Plan, you agree to assign to the Plan any benefits, claims or rights of recovery you have under any automobile policy – including no-fault benefits, PIP benefits and/or medical payment benefits – other coverage or against any third party, to the full extent

of the benefits the Plan has paid for the sickness or injury. By agreeing to provide this assignment in exchange for participating in and accepting benefits, you acknowledge and recognize the Plan's right to assert, pursue and recover on any such claim, and you agree to this assignment voluntarily.

- The Plan may, at its' option, take necessary and appropriate action to preserve its' rights under these provisions, including but not limited to, providing or exchanging medical payment information with an insurer, the insurer's legal representative or other third party; filing an ERISA reimbursement lawsuit to recover the full amount of medical benefits you receive for the Sickness or Injury out of any settlement, judgment or other recovery from any third party considered responsible; and filing suit in your name or your Estate's name, which does not obligate us in any way to pay you part of any recovery The Plan might obtain. Any ERISA reimbursement lawsuit stemming from a refusal to refund benefits as required under the terms of the Plan is governed by a six-year statute of limitations.
- You may not accept any settlement that does not fully reimburse the Plan, without its' written approval.
- The Plan has the authority and discretion to resolve all disputes regarding the interpretation of the language stated herein.
- In the case of your death, giving rise to any wrongful death or survival claim, the provisions of this section apply to your estate, the personal representative of your estate, and your heirs or beneficiaries. In the case of your death the Plan's right of reimbursement and right of subrogation shall apply if a claim can be brought on behalf of you or your estate that can include a claim for past medical expenses or damages. The obligation to reimburse the Plan is not extinguished by a release of claims or settlement agreement of any kind.
- No allocation of damages, settlement funds or any other recovery, by you, your estate, the personal representative of your estate, your heirs, your beneficiaries or any other person or party, shall be valid if it does not reimburse the Plan for 100% of its interest unless the Plan provides written consent to the allocation.
- The provisions of this section apply to the parents, guardian, or other representative of a Dependent child who incurs a sickness or injury caused by any third party. If a parent or guardian may bring a claim for damages arising out of a minor's sickness or injury, the terms of this subrogation and reimbursement clause shall apply to that claim.
- If any third party causes or is alleged to have caused you to suffer a sickness or injury while you are covered under this Plan, the provisions of this section continue to apply, even after you are no longer covered.
- If you do not abide by the terms of the Plan pertaining to reimbursement, the Plan may terminate Benefits to you, your dependents or the subscriber, deny future Benefits, take legal action against you, and/or set off from any future Benefits the value of Benefits we have paid relating to any Sickness or Injury

alleged to have been caused or caused by any third party to the extent not recovered by the Plan due to your failure to abide by the terms of the Plan. If we incur attorneys' fees and costs to collect third party settlement funds held by you or your representative, we have the right to recover those fees and costs from you. You will also be required to pay interest on any amounts you hold which should have been returned to the Plan.

- The Plan and all Administrators administering the terms and conditions of the Plan's subrogation and reimbursement rights have such powers and duties as are necessary to discharge its duties and functions, including the exercise of its discretionary authority to (1) construe and enforce the terms of the Plan's subrogation and reimbursement rights and (2) make determinations with respect to the subrogation amounts and reimbursements owed to the Plan.

Within 30 days after submitting or filing a claim or legal action against a third party, you must send written notice of the claim or legal action to:

Health Plan Services  
3701 Boardman-Canfield Rd., Bldg. B  
Canfield, OH. 44406-7005

For the Plan to determine the existence of any rights the Plan may have and to satisfy those rights, you must complete and send all consents, releases, authorizations, assignments, and other documents, including lien forms directing your attorney, the third party, and the third party's liability insurer to pay the Plan directly. You may not agree to waive, release, or reduce the Plan's rights under this provision without the Plan's prior written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on your injury or illness, your estate, parent, guardian, or conservator and any settlement or judgment recovered by the estate, parent, guardian, or conservator shall be subject to the Plan's liens and other rights to the same extent as if you had asserted the claim against the third party. The Plan may assign its rights to enforce liens and other rights.

If you are entitled to Medicare, Medicare law may apply with respect to Services covered by Medicare.

### **Surrogacy arrangements**

If you enter a Surrogacy Arrangement, you must pay us Charges for covered Services you receive related to conception, pregnancy, delivery, or postpartum care relating to that arrangement ("Surrogacy Health Services"), except that the amount you must pay 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. Note:

This "Surrogacy arrangements" section does not affect your obligation to pay Cost Sharing for these Services; you will be credited any such payments toward the amount you must reimburse the Plan under this paragraph. After you surrender a baby to the legal parents, you are not obligated to pay 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 the Plan 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 the Plan's rights, the Plan will also have an equitable 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 the Plan's lien will not exceed the total amount of your obligation to the Plan under the preceding paragraph.

Within 30 days after entering a Surrogacy Arrangement, you must send written notice of the arrangement, including all 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 the Plan may request to satisfy its rights to:

Health Plan Services  
3701 Boardman-Canfield Rd., Bldg. B  
Canfield, OH. 44406-7005

You must complete and send all consents, releases, authorizations, lien forms, and other documents that are reasonably necessary to determine the existence of any rights the Plan may have under this "Surrogacy arrangements" section and to satisfy those rights. You may not agree to waive, release, or reduce the Plan's rights under this "Surrogacy Arrangements" section without the Plan's prior, written consent.

If your estate, parent, guardian, or conservator asserts a claim against a third party based on the Surrogacy Arrangement, your estate, parent, guardian, or conservator and any settlement 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 the third party. The Plan may assign its rights to enforce its liens and other rights.



### **U.S. Department of Veterans Affairs**

For any Services for conditions arising from military service that the law requires the Department of Veterans Affairs to provide, the Plan will not pay the Department of Veterans Affairs, and when the Plan covers any such Services the Plan may recover the value of the Services from the Department of Veterans Affairs.

### **Workers' compensation or employer's liability benefits**

You may be eligible for payments or other benefits, including amounts received as a settlement (collectively referred to as "Financial Benefit"), under workers' compensation or employer's liability law. The Plan will provide covered Services even if it is unclear whether you are entitled to a Financial Benefit, but the Plan may recover the value of any covered Services from the following sources:

- From any source providing a Financial Benefit or from whom a Financial Benefit is due
- From you, to the extent that a Financial Benefit is provided or payable or would have been required to be provided or payable if you had diligently sought to establish your rights to the Financial Benefit under any workers' compensation or employer's liability law.

## Dispute Resolution

### Grievances

You may appoint an authorized representative to help you file your grievance. A written authorization must be received from you before any information will be communicated to your representative.

Kaiser Permanente is committed to providing quality care and a timely response to your concerns. You can discuss your concerns with our representatives at most Network Facilities, or you can call Customer Services at the number on your ID card.

You can file a grievance for any issue. Here are some examples of reasons you might file a grievance:

- You are not satisfied with the quality of care you received
- You are dissatisfied with how long it took to get Services, including getting an appointment, in the waiting room, or in the exam room
- You want to report unsatisfactory behavior by providers or staff, or dissatisfaction with the condition of a facility

Your grievance must explain your issue, such as the reasons why you are dissatisfied about Services you received. You must submit your grievance orally or in writing within 180 days of the date of the incident that caused your dissatisfaction.

Grievances may be submitted in one of the following ways:

- at a Kaiser Permanente Facility (please refer to [www.kp.org](http://www.kp.org) for addresses)
- by calling Customer Service at the number on the back of your id card
- through [www.kp.org](http://www.kp.org)

You will receive a confirmation letter within five days after receipt of your grievance. You will receive a written decision within 30 days after receipt of your grievance.

Note: If your issue is resolved to your satisfaction by the end of the next business day after your grievance is received orally, or at [www.kp.org](http://www.kp.org), and a Customer Services representative notifies you orally about our decision, you will not receive a confirmation letter.

## Claims and Appeals

To obtain payment for Services you have paid for or to obtain review of a claims payment decision, you must follow the procedures outlined in this “CLAIMS AND APPEALS” section. You may appoint an authorized representative to help you file a claim or appeal. A written authorization must be received from you before any information will be communicated to your representative.

If you miss a deadline for filing a claim or appeal, review may be declined. Before you can file a civil action, you must meet any deadlines and exhaust the claims and appeals procedures set forth in this “CLAIMS AND APPEALS” section. There is no charge for claims or appeals, but you must bear the cost of anyone you hire to represent or help you.

### **Timing of Claim Determinations**

The Plan adheres to certain time limits when processing claims for benefits. If you do not follow the proper procedures for submitting a claim, KPIC will notify you of the proper procedures within the time frames shown in the chart below. If additional information is needed to process your claim, KPIC will notify you within the time frames shown in the chart below, and you will be provided additional time within which to provide the requested information as indicated in the chart below in this [“Timing of Claim Determinations”](#) section.

Determination on your claim will be made within the time frames indicated below based upon the type of claim: Urgent Claim, Pre-Service Claim, Post-Service Claim, or Concurrent Care Claim.

An “Urgent Care Claim” is any claim for a Service with respect to which the application of the time periods for making non-urgent care determinations either (a) could seriously jeopardize your life, health, or ability to regain maximum function, or (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 that are the subject of the claim, or a claim that your attending provider determines is urgent.

A “Pre-Service Claim” is any claim for a Service with respect to which the terms of the Plan condition receipt of the Service, in whole or in part, on approval of the Service in advance.

A “Post-Service Claim” is any claim for a Service that is not a Pre-Service Claim, a Concurrent Care Claim, or an Urgent Care Claim.

A “Concurrent Care Claim” is any claim for Services that are part of an on-going course of treatment that was previously approved for a specific period or number of treatments.

Type of Notice or Claim Event	Urgent Care Claim	Pre-Service Care Claim	Post-Service Care Claim
Notice of Failure to Follow the Proper Procedure to File a Claim	Not later than 24 hours after receiving the improper claim.	Not later than 5 days after receiving the improper claim.	Not applicable.
Notice of Initial Claim Decision	<p>If the claim when initially filed is proper and complete, a decision will be made as soon as possible, considering the medical exigencies, but not later than 72 hours after receiving the initial claim.</p> <p>If the claim is not complete, the KPIC will notify you as soon as possible, but not later than 24 hours of receipt of the claim. You will have 48 hours to provide the information necessary to complete the claim. A decision will be made not later than 48 hours after the administrator receives the requested information, or within 48 hours after the expiration of the 48-hour deadline for submitting additional information, whichever is earlier.</p>	<p>If the claim when initially filed is proper and complete, a decision will be made within a reasonable period of time appropriate to the medical circumstances, but not later than 15 days after the initial claim is received, unless an extension, of up to 15 days, is necessary due to matters beyond the control KPIC. You will be notified within the initial 15 days if an extension will be needed. The notice will state the reason for the extension.</p> <p>A decision will be made not later than 15 days after the initial claim is received, unless additional information is required from you. You will be notified during the initial 15-day period and will have 45 days to provide the additional information requested. A decision will be made within 15 days after receiving the additional information, or within 15 days after the expiration of the 45-day deadline for submitting additional information, whichever is earlier.</p>	<p>A decision will be made within a reasonable amount of time, but not later than 30 days after the initial claim is received, unless an extension, of up to 15 days, is necessary due to matters beyond KPIC's control. You will be notified within the initial 30 days if an extension will be needed. The notice will state the reason for the extension.</p> <p>A decision will be made not later than 30 days after the initial claim is received, unless additional information is required from you. You will be notified during the initial 30-day period and will have 45 days to provide the additional information requested. A decision will be made within 15 days after receiving the additional information or, within 15 days after the expiration of the 45-day deadline for submitting additional information, whichever is earlier.</p>

\* All listed time frames are calendar days

### Concurrent Care Claims

If you have a Concurrent Care Claim that is also an Urgent Care Claim to extend a previously approved on-going course of treatment provided over a period of time or number of treatments, KPIC will make a determination as soon as possible, taking into account the medical exigencies, and notify you of the determination within twenty-four (24) hours after receipt of the claim, provided that the claim was made to KPIC at least twenty-four (24) hours prior to the expiration of the prescribed period of time or number of treatments previously approved. If your request for extended treatment is not made at least twenty-four (24) hours prior to the end of the prescribed period or number of treatments, the request will be treated as an Urgent Care Claim and decided according to the timeframes described above.

If your Concurrent Care Claim is not an Urgent Care Claim, and there is a reduction or termination of the previously approved on-going course of treatment provided over a period of time or number of treatments (other than by Plan amendment or termination) before the end of the period of time or number of treatments, you will be

notified by KPIC sufficiently in advance of the reduction or termination to allow you to appeal the denial and receive a determination on appeal before the reduction or termination of the benefit.

### **Post Service Claims**

To obtain payment for Services you have paid for or to obtain review of a claims payment decision, you must follow the procedures outlined in this “Claims and Appeals” section.

If you miss a deadline for filing a claim or appeal, review may be declined. Before you can file a civil action under ERISA section 502(a)(1)(B), you must meet any deadlines and exhaust the claims and appeals procedures set forth in this “Claims and Appeals” section. There is no charge for claims or appeals, but you must bear the cost of anyone you hire to represent or help you.

### **How to File a Claim**

Network Providers are responsible for submitting claims for their Services on your behalf and will be paid directly by KPIC for the Services they render. If a Network Provider bills you for a Covered Service (other than for Cost Sharing), please call Customer Service at the telephone number listed in the “Customer Service Phone Numbers” section.

For Services rendered by Non-Network providers, where the provider agrees to submit a claim on your behalf, eligible claims payment to the provider will require you to direct that benefit payment on your behalf be paid directly to the provider (assignment of benefits). Even if the Non-Network Provider agrees to bill on your behalf, you are responsible for making sure that the claim is received within 365 days of the date of Service and that all information necessary to process the claim is received.

To receive reimbursement for Services you have paid for, you must complete and mail a claim form or (or write a letter) to the Claims Administrator at the address listed in the “Customer Service Phone Numbers” section, **within 365 days after you receive Services**. The claim form (or letter) must explain the Services, the date you received them, where you received them, who provided them, and why you think the Plan should pay for them. Include a copy of the bill and any supporting documents. Your claim form (or letter) and the related documents constitutes your claim.

Your claim must include all the following information:

- Patient name, address, and Kaiser Permanente ID card medical or health record number
- Date(s) of Service
- Diagnosis
- Procedure codes and description of the Services
- Charges for each Service
- The name, address, and tax identification number of the provider

- The date the injury or illness began
- Any information regarding other medical coverage

To obtain a medical or pharmacy claim form, visit the Kaiser Permanente Web site at [www.kp.org](http://www.kp.org), log in, and go to *Coverage and Costs*, then select *Submit a Claim*.

If KPIC pays a Post-Service Claim, it will pay you directly, except that it will pay the provider if your claim includes a written request to pay your benefits directly to the provider (assignment of benefits) or before the claim is processed, a written notice is received indicating you have assigned your right to payment to the provider.

### **Restrictions Against Assignment of Benefits**

Benefits, rights and interests under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, or execution of levy of any kind, either voluntary or involuntary, by any person, and any such attempts shall be void. However, a Participant may direct that benefits payable to him be paid to an institution in which he or his covered Dependent is hospitalized or to any other provider of Services or supplies authorized under this Plan. Notwithstanding the foregoing, the Plan reserves the right to refuse to honor such direction and to make payment directly to the Participant. No payment by the Plan pursuant to such direction shall be considered recognition by the Plan of a duty or obligation to pay a provider of Services or supplies.

If you have any questions about submitting a claim for payment for a Service from a Non-Network Provider, please call Customer Service at the telephone number listed on your ID card or in the “Customer Service Phone Numbers” section.

### **If a Claim Is Denied**

If all or part of your claim is denied, KPIC will send you a written notice. If the notice of denial involves an Urgent Care Claim, the notice may be provided orally (a written or electronic confirmation will follow within 3 days). This notice will explain:

- The reasons for the denial, including references to specific Plan provisions upon which the denial was based;
- If the claim was denied because you did not furnish complete information or documentation, the notice will specify the additional materials or information needed to support the claim and an explanation of why the information or materials are necessary;
- If the claim is denied based on an internal rule, guideline, protocol, or other similar criterion, the notice will either (a) include the specific rule, guideline, protocol, or other similar criterion, or (b) include a statement that the rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other criterion will be provided free of charge upon request;
- If the claim is denied based on a medical necessity or experimental treatment or a similar exclusion or limit, the notice will also include an

explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the medical circumstances, or include a statement that this explanation will be provided free of charge upon request;

- The notice will also state how and when to request a review of the denied claim,
- If applicable, the notice will also contain a statement of your right to bring a civil action under Section 502(a) of ERISA of an adverse benefit determination following completion of all levels of review; and
- The availability of and contact information for, any applicable office of health insurance consumer assistance ombudsman.

Note: You have the right to request any diagnostic and treatment codes and their meanings that may be the subject of your claim. To make such a request, contact Customer Service at the number on your identification card.

**How to Appeal a Denied Claim**

You may appeal a denied claim by submitting a written request for review to the Plan. You must make the appeal request within 180 days after the date of the denial notice. Send the written request to the Plan at:

For **Pre-Service and Concurrent Care Denials** send your written appeal to the address that corresponds to the region in which you receive your care:

<b>California</b>	<b>Colorado</b>
Kaiser Permanente Member Relations, Appeals PO Box 1809 Pleasanton, CA 94566 Fax: 888-987-2252 Phone: 1-800-788-0710	Kaiser Foundation Health Plan of Colorado Member Relations, Appeals PO Box 378066 Denver, CO 80237-8066 Fax: 1-866-466-4042 Phone: 1-855-364-3184
<b>Georgia</b>	<b>Mid-Atlantic (DC, MD, VA)</b>
Kaiser Foundation Health Plan of Georgia Member Relations, Appeals Nine Piedmont Center 3495 Piedmont Rd NE Atlanta, GA 30305-1736 Fax: 1-404-949-5001 Phone: 1-855-354-3185	Kaiser Permanente Member Relations, Appeals PO Box 1809 Pleasanton, CA 94566 Fax: 888-987-2252 Phone: 1-888-225-7202
<b>Northwest</b>	<b>Washington</b>
Kaiser Foundation Health Plan of the Northwest Member Relations, Appeals 500 NE Multnomah St., Suite 100 Portland, OR 97232-2099 Fax: 1-855-347-7239 1-866-616-0047	<b>Kaiser Permanente Appeals</b> P.O. Box 34593 Seattle, WA 98124-1593 Attn: Appeal Coordinator Phone 1-866-458-5479 Fax 206-630-1859

**Or for Urgent appeals** submitted over the phone call:

<b>Oral Appeal</b>
1-800-788-0710 Or the number on the back of your Kaiser Permanente ID card

The request must explain why you believe a review is in order and it must include supporting facts and any other pertinent information. You may be required to submit such additional facts, documents, or other material as it may deem necessary or appropriate in making its review.

In addition, under Public Health Service Act (PHS ACT) Section 279.3, states with Consumer Assistance Programs may be available in your state to assist you in filing your appeal. A list of state Consumer Protection Agencies is available on [www.kp.org](http://www.kp.org) (Log into My Health Manager, select Manage My Plan & Coverage, then click on Claims Summary list of the State Assistance Programs under the Resources banner) or <https://www.cms.gov/CCIIO/Resources/Consumer-Assistance-Grants/#statelisting>.

### **Deemed Exhaustion**

If the Plan does not adhere to the Appeals process as described below, it will be deemed that you have exhausted the appeals process. This means that you are no longer required to stay within the mandated internal appeal process. Exception:

- Violations which do not cause and are not likely to cause prejudice or harm and,
- can be demonstrated were for good cause or due to matters beyond the control of the Plan and,
- the violation occurred in the context of an on-going, good faith exchange of information between the Plan and you.

You may request a written explanation of the violation and it will be provided to you within 10 days of your request. Such explanation will include a specific description of the basis, if any, on which the appeal process is not deemed to be exhausted. If an external review organization or court determines your appeal is not deemed exhausted, you have the right to resubmit your appeal request and continue the internal appeal process.

### **Procedures on Appeal**

As part of the review procedure, you may submit written comments, documents, records, and other information relating to the claim.

Also, you may give testimony in writing or by telephone. Please send your written testimony to the address mentioned in our acknowledgement letter, sent to you within five days after we receive your appeal. To arrange to give testimony by telephone, you should call the phone number mentioned in our acknowledgement letter. We will add the information that you provide through testimony or other



means to your appeal file and we will review it without regard to whether this information was filed or considered in our initial decision regarding your request for Services.

Upon request and free of charge, you will be provided reasonable access to, and copies of, all documents, records, and other information (other than legally or medically privileged documents) relevant to your claim.

KPIC will review the claim, considering all comments, documents, records, and other information submitted relating to the claim, without regard to whether that information was submitted or considered in the initial benefit determination.

The review will not afford deference to the initial claim denial and will be conducted by the Claims Fiduciary (named in the “Legal and Administrative Information” section), who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of that individual.

In deciding an appeal that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not Medically Necessary, the Claims Fiduciary will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and that health care professional will not be the individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal (or the subordinate of that individual).

Upon request, KPIC will provide for the identification of any medical or vocational experts whose advice was obtained on behalf of the Plan about the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination.

Benefits for an ongoing course of treatment will not be reduced or terminated while an appeal is pending. However, if the appeal is denied in whole or in part, you may be financially responsible for the cost of the denied portion

**Timing of Appeal Determinations**

KPIC will act upon each request for a review within the time frames indicated in the chart below:

Urgent Care Claim	Pre-Service Claim	Post-Service Claim
Not later than 72 hours after receiving the appeal.	Not later than 15 days after receiving the appeal	Not later than 30 days after receiving the appeal.

\* All listed time frames are calendar days

### **Notice of Determination on Appeal**

Within the time prescribed in the “Timing of Appeal Determinations” section, Plan will provide you with written notice of its decision. If the Plan determines that benefits should have been paid, the Plan will take whatever action is necessary to pay them as soon as possible.

If your claim is denied on review, the notice will state:

- The reasons for the denial, including references to the specific Plan provisions upon which the denial was based.
- That you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information (other than legally or medically privileged documents) relevant to your claim.
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, the notice will either (a) include the specific rule, guideline, protocol, or other similar criterion, or (b) include a statement that the rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other criterion will be provided free of charge upon request.
- If the claim is denied based on a Medical Necessity, Experimental, or similar exclusion or limit, the notice will also include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the medical circumstances, or include a statement that such explanation will be provided free of charge upon request.
- For Pre-Service Claims and Post-Service Claims, the notice will also state how and when to request a review of the denial of the initial appeal.
- For Urgent Care Claims, the notice will also describe any voluntary appeal procedures offered by the Plan and your right to obtain information about those procedures.
- The notice will also include a statement of your right to bring an action under section 502(a) of ERISA following an adverse benefit determination following completion of all levels of review.

### **How to File a Final Appeal**

For Pre-Service Claims and Post-Service Claims, you may appeal the denial of your initial appeal by submitting a written request for review to the Plan. You must make the appeal request within 180 days after the date of notice that your initial appeal is denied. Send the written request to the Plan at:

For **Pre-Service and Concurrent Care Denials** send your written appeal to the address that corresponds to the region in which you receive your care:

<b>California</b>	<b>Colorado</b>
Kaiser Permanente Member Relations, Appeals PO Box 1809 Pleasanton, CA 94566 Fax: 888-987-2252 Phone: 1-800-788-0710	Kaiser Foundation Health Plan of Colorado Member Relations, Appeals PO Box 378066 Denver, CO 80237-8066 Fax: 1-866-466-4042 Phone: 1-855-364-3184
<b>Georgia</b>	<b>Mid-Atlantic (DC, MD, VA)</b>
Kaiser Foundation Health Plan of Georgia Member Relations, Appeals Nine Piedmont Center 3495 Piedmont Rd NE Atlanta, GA 30305-1736 Fax: 1-404-949-5001 Phone: 1-855-354-3185	Kaiser Permanente Member Relations, Appeals PO Box 1809 Pleasanton, CA 94566 Fax: 888-987-2252 Phone: 1-888-225-7202
<b>Northwest</b>	<b>Washington</b>
Kaiser Foundation Health Plan of the Northwest Member Relations, Appeals 500 NE Multnomah St., Suite 100 Portland, OR 97232-2099 Fax: 1-855-347-7239 1-866-616-0047	<b>Kaiser Permanente Appeals</b> P.O. Box 34593 Seattle, WA 98124-1593 Attn: Appeal Coordinator Phone 1-866-458-5479 Fax 206-630-1859

**Or for Urgent appeals** submitted over the phone call:

<b>Oral Appeal</b>
1-800-788-0710 Or the number on the back of your Kaiser Permanente ID card

**Timing of Final Appeal Determinations**

For Pre-Service Claims and Post-Service Claims, the Plan will act upon each request for a review of the denial of your initial appeal within the time frames indicated in the chart below:

<b>Pre-Service Claim</b>	<b>Post-Service Claim</b>
Not later than 15 days after the appeal is received.	Not later than 30 days after the appeal is received.

\* All listed time frames are calendar days

**Notice of Determination on Final Appeal**

Within the time prescribed in the “Timing of Final Appeal Determinations” section, the Plan will provide you with written notice of its decision. If the Plan determines that benefits should have been paid, the Plan will take whatever action is necessary to pay them as soon as possible.

If your claim is denied on review, the notice will state:

- The reasons for the denial, including references to specific Plan provisions upon which the denial was based.
- That you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information (other than legally or medically privileged documents) relevant to your claim for benefits.
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, the notice will either (a) include the specific rule, guideline, protocol, or other similar criterion, or (b) include a statement that the rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of the rule, guideline, protocol, or other criterion will be provided free of charge upon request.
- If the claim is denied based on a Medical Necessity, Experimental treatment or similar exclusion or limit, the notice will also include an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the medical circumstances, or include a statement that this explanation will be provided free of charge upon request.
- Any voluntary appeal procedures offered by the Plan and your right to obtain the information about those procedures.
- The notice will also include a statement of your right to bring an action under section 502(a) of ERISA following an adverse benefit determination following completion of all levels of review.

### **Next Steps**

If after exhausting the appeals process, you are still not satisfied, your remaining remedies include the right to sue in Federal Court under Section 502(a) of ERISA and voluntary dispute resolution options, such as mediation or independent External Review as described below.

You must commence any legal or equitable action for benefits within one year after the date that notification is sent to the participant or beneficiary (and/or his or her authorized representative) that the adverse benefit determination has been upheld on appeal.

### **External Review**

If you are still dissatisfied you may have a right to request an external review by an independent third-party when our final appeal determination (1) relies on medical judgment (including but not limited to medical necessity, appropriateness, health care setting, level of care, or effectiveness of a benefit), (2) concludes that a treatment is experimental or investigation; (3) concludes that parity exists in the non-quantitative treatment limitations applied to behavioral health care (mental health and/or substance abuse) benefits; (4) 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); or, (5) involves a decision related to rescission of your coverage.

Your request for external review **must be filed within four months** after the date of receipt of a notice of an adverse benefit determination or final internal adverse benefit determination. If there is no corresponding date four months after the date of receipt of such a notice, then the request must be filed by the first day of the fifth month following the receipt of the notice. For example, if the date of receipt of the notice is October 30, because there is no February 30, the request must be filed by March 1. If the last filing date would fall on a Saturday, Sunday, or Federal holiday, the last filing date is extended to the next day that is not a Saturday, Sunday, or Federal holiday.

To request an independent external review of Plan denials, complete the External Review request form on [www.kp.org](http://www.kp.org) and send the written request to:

<b>California</b>	<b>Colorado</b>
Kaiser Permanente Member Relations, Appeals PO Box 1809 Pleasanton, CA 94566 Fax: 888-987-2252 Phone: 1-800-788-0710	Kaiser Foundation Health Plan of Colorado Member Relations, Appeals PO Box 378066 Denver, CO 80237-8066 Fax: 1-866-466-4042 Phone: 1-855-364-3184
<b>Georgia</b>	<b>Mid-Atlantic (DC, MD, VA)</b>
Kaiser Foundation Health Plan of Georgia Member Relations, Appeals Nine Piedmont Center 3495 Piedmont Rd NE Atlanta, GA 30305-1736 Fax: 1-404-949-5001 Phone: 1-855-354-3185	Kaiser Permanente Member Relations, Appeals PO Box 1809 Pleasanton, CA 94566 Fax: 888-987-2252 1-888-225-7202
<b>Northwest</b>	<b>Washington</b>
Kaiser Foundation Health Plan of the Northwest Member Relations, Appeals 500 NE Multnomah St., Suite 100 Portland, OR 97232-2099 Fax: 1-855-347-7239 1-866-616-0047	<b>Kaiser Permanente Appeals</b> P.O. Box 34593 Seattle, WA 98124-1593 Attn: Appeal Coordinator Phone 1-866-458-5479 Fax 206-630-1859

**Or for Urgent appeals** submitted over the phone call:

<b>Oral Appeal</b>
1-800-788-0710 Or the number on the back of your Kaiser Permanente ID card

### **Preliminary Review Of External Review Request**

Within five business days following the date of receipt of the external review request, KPIC will complete a preliminary review of the request to determine whether:

(a) The claimant is or was covered under the Plan at the time the health care item or Service was requested or, in the case of a retrospective review, was covered under the Plan at the time the health care item or Service was provided;

(b) The adverse benefit determination or the final adverse benefit determination does not relate to the claimant's failure to meet the requirements for eligibility under the terms of the Plan (e.g., worker classification or similar determination);

(c) The claimant has exhausted the Plan's internal appeal process unless the claimant is not required to exhaust the internal appeals process; and

(d) The claimant has provided all the information and forms required to process an external review.

Within one business day after completion of the preliminary review, KPIC will issue a notification in writing to the claimant. If the request is complete but not eligible for external review, such notification will include the reasons for its ineligibility and contact information for the Employee Benefits Security Administration (toll-free number 866-444-EBSA (3272)). If the request is not complete, the notification will describe the information or materials needed to make the request complete and KPIC will allow the claimant to perfect the request for external review within the four-month filing period or within the 48-hour period following the receipt of the notification, whichever is later.

### **Referral To Independent Review Organization**

KPIC will assign an independent review organization (IRO) that is accredited by URAC (Utilization Review Accreditation Commission) or by similar nationally recognized accrediting organization to conduct the external review. Moreover, KPIC will act to guard against bias and to ensure independence. Accordingly, KPIC will maintain contracts with at least three (3) IROs for assignments under the Plan and rotate claims assignments among them (or incorporate other independent, unbiased methods for selection of IROs, such as random selection). In addition, the IRO will not be eligible for any financial incentives based on the likelihood that the IRO will support a denial of benefits.

Contracts between KPIC and IROs will provide for the following:

(a) The assigned IRO will utilize legal experts where appropriate to make coverage determinations under the Plan.

(b) The assigned IRO will timely notify the claimant in writing of the request's eligibility and acceptance for external review. This notice will include a statement that the claimant may submit Additional information that the IRO consider when conducting the external review. Additional information must be submitted in writing to the assigned IRO within ten business days following receipt of the notice. The IRO is not required to, but may, accept and consider additional information submitted after ten business days.

(c) Within five business days after the date of assignment of the IRO, KPIC will provide to the assigned IRO the documents and any information considered in making the adverse benefit determination or final internal adverse benefit determination. Failure by KPIC to timely provide the documents and information will not delay the conduct of the external review. If KPIC fails to timely provide the documents and information, the assigned IRO may terminate the external review and decide to reverse the adverse benefit determination or final internal adverse benefit determination. Within one business day after making its decision, the IRO will notify the claimant and KPIC of that decision.

(d) Upon receipt of any information submitted by the claimant, the IRO will within one business day forward the information to KPIC. Upon receipt of any such information, KPIC may reconsider its adverse benefit determination or final internal adverse benefit determination that is the subject of the external review. Reconsideration by KPIC will not delay the external review. The external review may be terminated because of the reconsideration only if KPIC decides, upon completion of its reconsideration, to reverse its adverse benefit determination or final internal adverse benefit determination and provide coverage or payment. Within one business day after making such a decision, KPIC will provide written notice of its decision to the claimant and the assigned IRO. The assigned IRO will terminate the external review upon receipt of the notice from KPIC.

(e) The IRO will review all the information and documents timely received. In reaching a decision, the assigned IRO will review the claim de novo and not be bound by any decisions or conclusions reached during the internal claims and appeals process applicable under section 2719 of the PHS Act. In addition to the document and information provided, the assigned IRO, to the extent information or documents is available and the assigned IRO considers them appropriate, the IRO will consider the following in reaching a decision:

- The claimant's medical records;
- The attending health care professional's recommendation;
- Reports from appropriate health care professionals and other documents submitted by the Plan, claimant or the claimant's treating provider;
- The terms of the claimant's Plan to ensure that the IRO's decision is not contrary to the terms of the Plan, unless the terms are inconsistent with applicable law;
- Appropriate practice guidelines, which will include applicable evidence-based standards and may include any other practice guidelines developed by the Federal government, national or professional medical societies, boards, and associations;
- Any applicable clinical review criteria developed and used by the Plan, the criteria are inconsistent with the terms of the Plan or with applicable law; and
- The opinion of the IRO's clinical reviewer or reviewers after considering information described in this notice to the extent the information or documents are available and the clinical reviewer or reviewers consider appropriate.

(f) The assigned IRO will provide written notice of the final external review decision within 45 days after the IRO receives the request for the external review. The IRO will deliver the notice of final external review decision to the claimant and the Plan.

(g) The assigned IRO's decision notice will contain:

- A general description of the reason for the request for external review, including information sufficient to identify the claim (including the date or dates of Service, the health care provider, the claim amount (if applicable), the diagnosis code and its corresponding meaning (if applicable), the treatment code and its corresponding meaning (if applicable), and the reason for the previous denial);
- The date the IRO received the assignment to conduct the external review and the date of the IRO decision;
- References to the documentation, considered, including the specific coverage provision and evidence-based standards considered in reaching its decision;
- A discussion of the principal reason or reasons for its decision, including the rationale for its decision and any evidence-based standards, that were relied on in making its decision;
- A statement that the determination is binding except to the extent that other remedies may be available under Federal (or possibly state) law to either the Plan or to the claimant;
- A statement that judicial review may be available to the claimant; and
- Current contact information, including phone number, for any applicable ombudsman established under the PHS Act section 2793.

(h) After a final external review decision, the IRO will retain records of all claims and notices associated with the external review process for six years. The IRO will make such records available for examination by the claimant, Plan or Federal oversight agency upon request, except where such disclosure would violate Federal privacy laws.

### **Reversal Of Plan's Decision**

Upon receipt of a notice of a final external review decision reversing the adverse benefit determination or final internal adverse benefit determination, KPIC will immediately provide coverage or payment (including immediately authorizing or immediately paying benefits) for the claim as directed by the IRO.

### **Expedited External Review**

If after exhausting of the internal Urgent Appeal process, you are still not satisfied, you may be eligible for an expedited external appeal.

### **Request For Expedited External Review**

KPIC will allow a claimant to make a request for an expedited external review at the time the claimant receives:



(a) An adverse benefit determination if the adverse benefit determination involves a medical condition of the claimant for which the timeframe for completion of an expedited internal appeal would seriously jeopardize the life or health of the claimant or would jeopardize the claimant's ability to regain maximum function and the claimant has filed a request for an expedited internal appeal or

(b) A final internal adverse benefit determination, if the claimant has a medical condition where the timeframe for completion of a standard external review would seriously jeopardize the life or health of the claimant or would jeopardize the claimant's ability to regain maximum function, or if the final internal adverse benefit determination concerns an admission, availability of care, continued stay, or health care item or Service for which the claimant received emergency Services, but has not been discharged from a facility.

### **Preliminary Review**

Immediately upon receipt of the request for expedited external review, KPIC will determine whether the request meets the reviewability requirements set forth above for standard external review. KPIC will immediately send a notice that meets the requirements set forth above for standard external review to the claimant or its eligibility determination.

### **Referral To Independent Review Organization**

Upon a determination that a request is eligible for external review following the preliminary review, KPIC will assign an IRO pursuant to the requirements set forth above for standard review. KPIC will provide or transmit all necessary documents and information considered in making the adverse benefit determination or final internal adverse benefit determination to the assigned IRO electronically or by telephone or facsimile or any other available expeditious method.

The assigned IRO, to the extent the information or documents are available and the IRO considers them appropriate, will consider the information or documents described above under the procedures for standard review. In reaching a decision, the assigned IRO will review the claim de novo and is not bound by any decisions or conclusions reached during the Plan's internal claims and appeals process.

### **Notice Of Final External Review Decision**

KPIC's contract with the assigned IRO requires the IRO to provide notice of the final external review decision, in accordance with the requirements set forth above, as expeditiously as the claimant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request for an expedited external review. If the notice is not in writing, within 48 hours after the date of providing that notice, the assigned IRO will provide written confirmation of the decision to the claimant and Plan.

### **Your Claim After External Review**

You may have certain additional rights if you remain dissatisfied after you have exhausted all levels of review including external review. If you are enrolled through a plan that is subject to the Employee Retirement Income Security Act (ERISA), you

may file a civil action under section 502(a) of the federal ERISA statute. You must commence any legal or equitable action for benefits within one year after the date that notification is sent to the participant or beneficiary (and/or his or her authorized representative) that the adverse benefit determination has been upheld on appeal.

To understand these rights, you should check with your benefits office or contact the Employee Benefits Security Administration (part of the U.S. Department of Labor) at 1-866-444-EBSA (3272). Alternatively, if your plan is not subject to ERISA (for example, most state or local government plans and church plans or all individual plans), you may have a right to request review in state court.

## **Binding Arbitration**

### **Binding Arbitration for Participants and Dependents Assigned to a Kaiser Permanente California Region**

This "Binding Arbitration for Participants and Dependents Assigned to a Kaiser Permanente California Region" section applies only to Participants and Dependents who are assigned to a Kaiser Permanente California Region.

For all claims subject to this "Binding Arbitration for Participants and Dependents Assigned to the Kaiser Permanente Northern California Region or Southern California Region" section, both Claimants and Respondents give up the right to a jury or court trial and accept the use of binding arbitration.

### **Scope of Arbitration**

Any dispute shall be submitted to binding arbitration if all the following requirements are met:

- The claim arises from or is related to an alleged violation of any duty incident to or arising out of or relating to a Participant or Dependent Party's relationship to Kaiser Permanente or KPIC as a Participant or Dependent, a member, or a patient, including any claim for medical or hospital malpractice (a claim that medical Services or items were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the delivery of Services or items, irrespective of the legal theories upon which the claim is asserted
- The claim is asserted by one or more Participant or Dependent Parties against one or more Kaiser Permanente Parties or by one or more Kaiser Permanente Parties against one or more Participant or Dependent Parties
- The claim is *not* within the jurisdiction of the Small Claims Court
- The claim is *not* a benefit-related request that constitutes a "benefit claim" in Section 502(a)(1)(B) of ERISA.

As referred to in this "Binding Arbitration for Participants and Dependents Assigned to the Kaiser Permanente Northern California Region or Southern California Region" section, "Participant or Dependent Parties" include:

- A Participant or Dependent
- A Participant's or Dependent's heir, relative, or personal representative
- Any person claiming that a duty to him or her arises from a Participant's or Dependent's relationship to one or more Kaiser Permanente Parties

"Kaiser Permanente Parties" include:

- Kaiser Permanente Insurance Company (KPIC)
- Kaiser Foundation Health Plan, Inc.
- Kaiser Foundation Hospitals (KFH)
- KP Cal, LLC (KP Cal)
- The Permanente Medical Group, Inc. (TPMG)

- Southern California Permanente Medical Group (SCPMG)
- The Permanente Federation, LLC
- The Permanente Company, LLC
- Any KFH, TPMG, or SCPMG physician
- Any individual or organization whose contract with any of the organizations identified above requires arbitration of claims brought by one or more Participant or Dependent Parties
- Any employee or agent of any of the foregoing

"Claimant" refers to a Participant or Dependent Party or a Kaiser Permanente Party who asserts a claim as described above. "Respondent" refers to a Participant or Dependent Party or a Kaiser Permanente Party against whom a claim is asserted.

### **Initiating Arbitration**

Claimants shall initiate arbitration by serving a Demand for Arbitration. The Demand for Arbitration shall include the basis of the claim against the Respondents; the amount of damages the Claimants seek in the arbitration; the names, addresses, and telephone numbers of the Claimants and their attorney, if any; and the names of all Respondents. Claimants shall include all claims against Respondents that are based on the same incident, transaction, or related circumstances in the Demand for Arbitration.

### **Serving Demand for Arbitration**

KPIC, Kaiser Foundation Health Plan, Inc., KFH, KP Cal, TPMG, SCPMG, The Permanente Federation, LLC, and The Permanente Company, LLC, shall be served with a Demand for Arbitration by mailing the Demand for Arbitration addressed to that Respondent in care of one of the following:

If the claim relates to a Participant or Dependent who is assigned to the Kaiser Permanente Northern California Region:

Kaiser Foundation Health Plan, Inc.  
 Legal Department  
 One Kaiser Plaza  
 18th Floor  
 Oakland, CA 94612

If the claim relates to a Participant or Dependent who is assigned to the Kaiser Permanente Southern California Region:

Kaiser Foundation Health Plan, Inc.  
 Legal Department  
 393 E. Walnut St.  
 Pasadena, CA 91188

Service on that Respondent shall be deemed completed when received. All other Respondents, including individuals, must be served as required by the California Code of Civil Procedure for a civil action.

**Filing Fee**

The Claimants shall pay a single, nonrefundable filing fee of \$150 per arbitration payable to "Arbitration Account" regardless of the number of claims asserted in the Demand for Arbitration or the number of Claimants or Respondents named in the Demand for Arbitration.

Any Claimant who claims extreme hardship may request that the Office of the Independent Administrator waive the filing fee and the neutral arbitrator's fees and expenses. A Claimant who seeks such waivers shall complete the Fee Waiver Form and submit it to the Office of the Independent Administrator and simultaneously serve it upon the Respondents. The Fee Waiver Form sets forth the criteria for waiving fees and is available by calling Customer Service at the telephone number listed on your ID card.

**Number of Arbitrators**

The number of Arbitrators may affect the Claimant's responsibility for paying the neutral arbitrator's fees and expenses.

If the Demand for Arbitration seeks total damages of \$200,000 or less, the dispute shall be heard and determined by one neutral arbitrator, unless the parties otherwise agree in writing that the arbitration shall be heard by two party arbitrators and one neutral arbitrator. The neutral arbitrator shall not have authority to award monetary damages that are greater than \$200,000.

If the Demand for Arbitration seeks total damages of more than \$200,000, the dispute shall be heard and determined by one neutral arbitrator and two-party arbitrators, one jointly appointed by all Claimants and one jointly appointed by all Respondents. Parties who are entitled to select a party arbitrator may agree to waive this right. If all parties agree, these arbitrations will be heard by a single neutral arbitrator.

**Payment of Arbitrators' Fees and Expenses**

Kaiser Foundation Health Plan, Inc. will pay the fees and expenses of the neutral arbitrator under certain conditions as set forth in the *Rules for Kaiser Permanente Member Arbitrations Overseen by the Office of the Independent Administrator* ("Rules of Procedure") <http://www.oia-kaiserarb.com/>. In all other arbitrations, the fees and expenses of the neutral arbitrator shall be paid one-half by the Claimants and one-half by the Respondents.

If the parties select party arbitrators, Claimants shall be responsible for paying the fees and expenses of their party arbitrator and Respondents shall be responsible for paying the fees and expenses of their party arbitrator.

**Costs**

Except for the aforementioned fees and expenses of the neutral arbitrator, and except as otherwise mandated by laws that apply to arbitrations under this "Binding Arbitration for Participants and Dependents Assigned to the Kaiser Permanente

Northern California Region or Southern California Region” section, each party shall bear the party's own attorneys' fees, witness fees, and other expenses incurred in prosecuting or defending against a claim regardless of the nature of the claim or outcome of the arbitration.

### **Rules of Procedure**

Arbitrations shall be conducted per the Rules of Procedure developed by the Office of the Independent Administrator in consultation with Kaiser Permanente and the Arbitration Oversight Board. Copies of the Rules of Procedure may be obtained from Customer Service at the telephone number listed in the “Customer Service Phone Numbers”.

### **General Provisions**

A claim shall be waived and forever barred if (1) on the date the Demand for Arbitration of the claim is served, the claim, if asserted in a civil action, would be barred as to the Respondents served by the applicable statute of limitations, (2) Claimants fail to pursue the arbitration claim in accord with the Rules of Procedure with reasonable diligence, or (3) the arbitration hearing is not commenced within five years after the earlier of (a) the date the Demand for Arbitration was served in accord with the procedures prescribed herein, or (b) the date of filing of a civil action based upon the same incident, transaction, or related circumstances involved in the claim. A claim may be dismissed on other grounds by the neutral arbitrator based on a showing of a good cause. If a party fails to attend the arbitration hearing after being given due notice thereof, the neutral arbitrator may proceed to determine the controversy in the party's absence.

The California Medical Injury Compensation Reform Act of 1975 (including any amendments thereto), including sections establishing the right to introduce evidence of any insurance or disability benefit payment to the patient, the limitation on recovery for non-economic losses, and the right to have an award for future damages conformed to periodic payments, shall apply to any claims for professional negligence or any other claims as permitted or required by law.

Arbitrations shall be governed by this “Binding Arbitration for Participants and Dependents Assigned to the Kaiser Permanente Northern California Region or Southern California Region” section, Section 2 of the Federal Arbitration Act, and the California Code of Civil Procedure provisions relating to arbitration that are in effect at the time the statute is applied, together with the Rules of Procedure, to the extent not inconsistent with this “Binding Arbitration for Participants and Dependents Assigned to the Kaiser Permanente Northern California Region or Southern California Region” section.

In accord with the rule that applies under sections 3 and 4 of the Federal Arbitration Act, the right to arbitration under this “Binding Arbitration for Participants and Dependents Assigned to the Kaiser Permanente Northern California Region or Southern California Region” section shall not be denied, stayed, or otherwise impeded because a dispute between a Participant or Dependent Party and a Kaiser

Permanente Party involves both arbitrable and non-arbitrable claims or because one or more parties to the arbitration is also a party to a pending court action with a third party that arises out of the same or related transactions and presents a possibility of conflicting rulings or findings.

**Arbitration Agreement for Participants and Dependents Assigned to the Kaiser Permanente Northern California Region or Southern California Region**

I understand that if I am assigned to the Kaiser Permanente Northern California Region or Southern California Region, then except for Small Claims Court cases, cases subject to a Medicare appeals procedure, and certain benefit-related disputes, any dispute between myself, my heirs or relatives, or other associated parties on the one hand and Kaiser Permanente Parties on the other hand (Kaiser Permanente Insurance Company, Kaiser Foundation Health Plan, Inc., Kaiser Foundation Hospitals, The Permanente Medical Group, the Southern California Permanente Medical Group, or other associated parties), for alleged violation of any duty relating to or arising from a relationship to any of the Kaiser Permanente Parties as a participant in this medical plan, a member, or a patient, including any claim for medical or hospital malpractice (a claim that medical Services were unnecessary or unauthorized or were improperly, negligently, or incompetently rendered), for premises liability, or relating to the delivery of Services or items, irrespective of legal theory, must be decided by binding arbitration under California law and not by lawsuit or resort to court process, except as applicable law provides for judicial review of arbitration proceedings. I agree to give up my right to a jury trial and accept the use of binding arbitration. I understand that the full arbitration provision is contained in the summary plan description.

## **Termination**

### **Termination Due to Loss of Eligibility**

If you lose eligibility for the Plan, your participation terminates on the last day of the month.

You may be eligible for COBRA, see the “Continuation of Coverage” section below.

### **For Cause**

Upon written notice to the Participant, the eligibility of the Participant and his or her dependents may be immediately terminated if the Participant or Dependent(s):

- (1) Threaten the safety of the Administrator or Provider personnel or any person or property at a Network Facility.
- (2) Commit theft from the Administrator or Network Provider or at a Network Facility.
- (3) Performs an act that constitutes fraud or makes an intentional misrepresentation of material fact in procuring coverage, such as knowingly (1) misrepresenting participation status, (2) presenting an invalid prescription or physician order, or (3) misusing or letting someone else misuse an ID card or Medical Record Number to obtain care under false pretenses. Note: Any Participant’s or Dependent’s fraud will be reported to the authorities for prosecution and appropriate civil remedies will be pursued.

Termination will be effective on the date notice is sent. All rights cease as of the date of termination, including the right to convert to non-group coverage.



## Continuation of Coverage

### **COBRA Continuation Coverage**

This summary contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This summary generally explains COBRA continuation coverage, when it may become available to you and your Dependents, if any, and what you need to do to protect the right to receive it.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your eligibility for coverage under the Plan. For additional information about your rights and obligations under the Plan and under federal law, you should contact the Plan's COBRA Administrator.

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this "[COBRA Continuation Coverage](#)" section. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." Participants and Dependents could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

### **Qualifying Events**

If you are a Participant, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events occurs:

- Your hours of employment are reduced
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of a Participant, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- The Participant dies
- The Participant's hours of employment are reduced
- The Participant's employment ends for any reason other than his or her gross misconduct
- The Participant becomes entitled to Medicare benefits (under Part A, Part B, or both)
- You become divorced or legally separated from your spouse, the Participant

If you are the Dependent (other than a spouse) of a Participant, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events occurs:

- The parent-Participant dies
- The parent-Participant's hours of employment are reduced
- The parent-Participant's employment ends for any reason other than his or her gross misconduct
- The parent-Participant becomes entitled to Medicare benefits (under Part A, Part B, or both)
- The parents become divorced or legally separated
- You lose eligibility under the Plan as a Dependent

If you are a retiree entitled to coverage under the Plan, sometimes you may become a qualified beneficiary if the following qualifying event occurs:

- A proceeding in bankruptcy under title 11 of the United States Code. If the proceeding in bankruptcy is filed with respect to the Plan Sponsor, and that bankruptcy results in the loss of coverage of any retiree covered under the Plan, the retiree will become a qualified beneficiary with respect to the bankruptcy. The retiree's spouse, surviving spouse, and Dependent children will also become qualified beneficiaries if the bankruptcy results in their loss of coverage under the Plan.

### **Election of COBRA Coverage and Notice of Qualifying Event**

The Plan will offer qualified beneficiaries the opportunity to elect COBRA continuation coverage only after the Plan's COBRA Administrator has been notified that a qualifying event has occurred. When the qualifying event is the termination of the Participant's employment (except when it is for gross negligence) or a reduction of hours of Participant's employment, the death of the Participant, commencement of a proceeding in bankruptcy with respect to the Plan Sponsor, or the Participant's becoming entitled to Medicare benefits (under Part A, Part B, or both), the Plan Sponsor must notify the Plan's COBRA Administrator of the qualifying event.

For the other qualifying events (divorce or legal separation of the Participant and his or her spouse or a Dependent's loss of eligibility under the Plan as a Dependent), the Participant must notify the Plan's COBRA Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Plan's COBRA Administrator:

McGriff Insurance Services  
111 Millerport Circle  
Greenville, SC 29607

Once the COBRA Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered Participants may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

### **Duration of COBRA Coverage**

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the Participant, the Participant's becoming entitled to Medicare benefits (under Part A, Part B, or both), divorce or legal separation of the Participant and his or her spouse, or a Dependent's loss of eligibility under the Plan as a Dependent, COBRA continuation coverage lasts for up to a total of 36 months.

When the qualifying event is the end of the Participant's employment or reduction of the Participant's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. However, when the qualifying event is the end of the Participant's employment or reduction of the Participant's hours of employment, AND the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiary's other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a Participant becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months).

### **Extension of COBRA Continuation Coverage**

There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

First, if the Participant or his or her Dependents covered under the Plan is determined by the Social Security Administration to be disabled and the Plan's COBRA Administrator is notified in a timely manner, the Participant and all his or her Dependents may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second, if another qualifying event (as explained later in this paragraph) occurs while receiving 18 months of COBRA continuation coverage, then the spouse and Dependent children may qualify for up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is transmitted to the Plan. This extension may be available to the spouse and other Dependents receiving COBRA continuation coverage if the Participant dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the Dependent child loses eligibility under the Plan as a Dependent child.

This extension of COBRA continuation coverage can occur only if the event would have caused the Spouse or other Dependent to lose coverage under the Plan had the first qualifying event not occurred.

In order to protect your rights, you should keep the Plan Administrator informed of any changes in your address. You should also keep a copy, for your records, of any notices you send to the COBRA Administrator.

Questions relating to the Plan or your right to COBRA continuation coverage should be address to the Plan's COBRA Administrator. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA) and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA offices are available through EBSA's website.)

### **USERRA Continuation Coverage**

Under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), if you go on a qualifying military leave of absence as defined by USERRA, you may continue your coverage under the Plan for up to 24 months during the military leave to the extent required by USERRA. You must make contributions required, if any, for coverage in the manner specified by the Participant's employer. You may reinstate your coverage on return from leave to the extent required by USERRA. For more information regarding your rights and obligations under USERRA, you should contact the Plan Administrator.

### **Continuity of Care**

Your Plan uses Network providers to provide Plan benefits. Should a Network Provider contract terminate, Continuing Care Patients, of the terminated provider have a right to elect to continue transitional care from that terminated provider under the same terms and conditions for the earlier of 90-days or until you are no longer a Continuing Care Patient.

A Continuing Care Patient is an individual who, with respect to a provider:

- a) Is undergoing a course of treatment for a serious and complex condition from the provider or facility;
- b) Is undergoing a course of institutional or inpatient care from the provider or facility;
- c) Is scheduled to undergo nonelective surgery from the provider, including receipt of postoperative care from such provider or facility with respect to such a surgery;
- d) Is pregnant and undergoing a course of treatment for the pregnancy from the provider or facility; or
- e) Is or was determined to be terminally ill (as determined under specified Medicare rules) and is receiving treatment for such illness from such provider or facility.

## **Miscellaneous Provisions**

### **Overpayment Recovery**

Any overpayment made for Services will be recovered from anyone who receives such an overpayment or from any person or organization obligated to pay for the Services.

### **Qualified Medical Child Support Order**

The Plan will provide coverage as required by any qualified medical child support order ("QMCSO"), as defined in ERISA §609(a). The Plan has detailed procedures for determining whether an order qualifies as a QMCSO. Participants and beneficiaries can obtain, without charge, a copy of these procedures from the Plan Administrator.

## **ERISA Notices**

### **Newborn Baby and Mother Protection Act**

Group health plans, such as the Plan, generally may not, under federal law, restrict benefits for any hospital stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, the Plan may not, under federal law, require that a provider obtain authorization from the Plan for prescribing a length of stay not more than 48 hours (or 96 hours). Coverage of childbirth hospital Services is subject to all provisions of this PLAN DOCUMENT, such as the provisions concerning exclusions and Cost Sharing.

### **Women's Health and Cancer Rights Act of 1998**

The Women's Health and Cancer Rights Act of 1998 was passed into law on October 21, 1998. This Federal law requires all group health plans that provide coverage for a mastectomy must also provide coverage for the following Services:

- All stages of reconstruction of the breast on which the mastectomy was performed
- Surgery and reconstruction of the other breast to produce a symmetrical appearance
- Prostheses
- Treatment of physical complications of the mastectomy, including lymphedema

The Plan covers mastectomies and related Services subject to all provisions of this Plan document, such as the provisions concerning exclusions, Copayments, and Coinsurance.

## **Your ERISA Plan**

The Plan is a welfare benefit plan covered under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As a participant in an ERISA-covered Plan, you are entitled to certain rights and protections. ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as work-sites and union halls, all Plan documents, including insurance contracts, collective bargaining agreements, annual reports, and copies of all documents filed by the Plan with the U.S. Department of Labor, that are available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain copies of all Plan documents, including the most recent version of the SPD (Summary Plan Description), annual reports, and other Plan information, upon written request to the Plan Administrator. The Plan Administrator may charge a reasonable fee for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue health care coverage for yourself, your Spouse, or other Dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your Dependents may have to pay for such coverage. Review this Summary Plan Description and the documents governing the Plan for the rules governing your COBRA continuation coverage rights.
- Reduction or elimination of exclusionary periods of coverage for preexisting conditions under this Plan, if you have creditable coverage from another plan. You should be provided a certificate of creditable coverage, free of charge, from the Plan when you lose coverage under the Plan, when you become entitled to elect COBRA continuation coverage, and when your COBRA continuation coverage ceases, if you request it before losing coverage, or if you request it up to 24 months after losing coverage. Without evidence of creditable coverage, you may be subject to a pre-existing condition exclusion for 12 months (18 months for late enrollees) after your enrollment date in your subsequent coverage.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of the Plan Participants and Dependents. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit from the Plan, or from exercising your rights under ERISA.

If your request (claim) for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to

the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials (Plan documents and the latest annual report) from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a request for benefits which is denied or ignored in whole or part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in federal court. If Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this part of the Summary Plan Description or about your rights under ERISA or if you need assistance in obtaining Plan documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Ave., N.W., Washington, D.C., 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

The Plan may be discontinued, altered, or modified, in whole or in part, at any time and for any reason, at its sole determination. The decision to terminate or amend the Plan may be due to changes in federal or state laws governing employee benefits, the requirements of the Internal Revenue Code or the Employee Retirement Income Security Act of 1974 (ERISA), or any other reason. A change to the Plan may involve the transfer of assets and debts to another plan or a split of the Plan into two or more parts. If the Plan does change or terminate, a new plan may be established.

If this Plan is terminated, you will not have the right to any other Plan benefits from the Plan, other than for those claims incurred prior to the date of termination, or as otherwise provided under the Plan. In addition, if the Plan is amended, the Plan benefits may be changed. The amount and form of any final benefit you receive will depend on any Plan document or contract provisions. After all claims for Plan benefits have been paid and other legal requirements have been met, then certain

assets of the Plan will be distributed to the Plan Sponsor and any other party as may be required by any applicable law.

This Benefit Booklet represents an overview of your Plan benefits. In the event there is a discrepancy between this Benefit Booklet and the official Plan document, the Plan document will govern. Copies of these documents, as well as the latest summary annual reports of Plan operations and Plan descriptions as filed with the Internal Revenue Service and the U.S. Department of Labor, are available for your inspection during regular business hours in the office of the Plan Administrator. You may obtain a copy of these documents by written request to the Plan Administrator, for a nominal charge.



## Legal and Administrative Information

The following is the plan name, identification number, and fiscal records information of the Plan.

Plan Name:	Truist Financial Corporation Health Care Plan <sup>1</sup>
I.D. No.:	508
Year Begins:	January 1
Year Ends:	December 31
Type of Plan:	Self-funded Medical Benefit Plan
Claims Administrator:	Kaiser Permanente Insurance Company
Claims Fiduciary:	Kaiser Permanente Insurance Company
Plan Administrator:	Truist Financial Corporation
Funding Medium:	Self-funded; paid from general assets
Contributing Source:	Employer and Employee
Service of Legal Process:	Truist Financial Corporation Attn: Director of Benefits 214 N Tryon St, 45th Floor, Charlotte, NC 28202

---

<sup>1</sup> The Plan is a component plan of the Truist Financial Corporation Employee Benefit Plan (Plan Number 508).

## Service Areas

Participants must live or work in a Kaiser Service Area at the time of enrollment. You cannot continue enrollment as a Participant if you move outside a Kaiser Permanente Service Area. To verify your zip code visit <https://individual-family.kaiserpermanente.org/healthinsurance>

### Service Areas for California

NORTHERN CALIFORNIA	
County	City
ALAMEDA	ALAMEDA, ALBANY, BERKELEY, CASTRO VALLEY, DUBLIN, EMERYVILLE, FREMONT, HAYWARD, LIVERMORE, NEWARK, OAKLAND, PIEDMONT, PLEASANTON, SAN LEANDRO, SAN LORENZO, SUNOL, UNION CITY
AMADOR	IONE, PLYMOUTH
CONTRA COSTA	ALAMO, ANTIOCH, BETHEL ISLAND, BRENTWOOD, BYRON, CANYON, CLAYTON, CONCORD, CROCKETT, DANVILLE, DIABLO, DISCOVERY BAY, EL CERRITO, EL SOBRANTE, HERCULES, KNIGHTSEN, LAFAYETTE, MARTINEZ, MORAGA, OAKLEY, ORINDA, PINOLE, PITTSBURG, PLEASANT HILL, PORT COSTA, RICHMOND, RODEO, SAN PABLO, SAN RAMON, WALNUT CREEK
EL DORADO	COLOMA, COOL, DIAMOND SPRINGS, EL DORADO, EL DORADO HILLS, GARDEN VALLEY, GEORGETOWN, GREENWOOD, LOTUS, PILOT HILL, PLACERVILLE, RESCUE, SHINGLE SPRINGS
FRESNO	AUBERRY, BIOLA, BURREL, CARUTHERS, CLOVIS, DEL REY, FIVE POINTS, FOWLER, FRESNO, FRIANT, HELM, KERMAN, KINGSBURG, LATON, ORANGE COVE, PARLIER, PIEDRA, PRATHER, RAISIN CITY, REEDLEY, RIVERDALE, SAN JOAQUIN, SANGER, SELMA, SQUAW VALLEY, TOLLHOUSE, TRANQUILITY
KINGS	HANFORD
MADERA	AHWAHNEE, BASS LAKE, COARSEGOLD, MADERA, NORTH FORK, O NEALS, OAKHURST, RAYMOND, WISHON
MARIN	BELVEDERE TIBURON, BOLINAS, CORTE MADERA, DILLON BEACH, FAIRFAX, FOREST KNOLLS, GREENBRAE, INVERNESS, KENTFIELD, LAGUNITAS, LARKSPUR, MARSHALL, MILL VALLEY, NICASIO, NOVATO, OLEMA, POINT REYES STATION, ROSS, SAN ANSELMO, SAN GERONIMO, SAN QUENTIN, SAN RAFAEL, SAUSALITO, STINSON BEACH, TOMALES, WOODACRE
MARIPOSA	FISH CAMP, LA GRANGE
MERCED	GUSTINE
NAPA	AMERICAN CANYON, ANGWIN, CALISTOGA, DEER PARK, NAPA, OAKVILLE, POPE VALLEY, RUTHERFORD, SAINT HELENA, YOUNTVILLE
PLACER	APPLEGATE, AUBURN, GRANITE BAY, LINCOLN, LOOMIS, MEADOW VISTA, NEWCASTLE, PENRYN, ROCKLIN, ROSEVILLE, SHERIDAN, WEIMAR
SACRAMENTO	ANTELOPE, CARMICHAEL, CITRUS HEIGHTS, COURTLAND, ELK GROVE, ELVERTA, FAIR OAKS, FOLSOM, GALT, HERALD, HOOD, ISLETON, MATHER, MCCLELLAN, NORTH HIGHLANDS, ORANGEVALE, RANCHO CORDOVA, REPRESA, RIO LINDA, RYDE, SACRAMENTO, SLOUGHHOUSE, WALNUT GROVE, WILTON
SAN FRANCISCO	SAN FRANCISCO
SAN JOAQUIN	ACAMPO, CLEMENTS, ESCALON, FARMINGTON, FRENCH CAMP, HOLT, LATHROP, LINDEN, LOCKEFORD, LODI, MANTECA, RIPON, SAN JOAQUIN, STOCKTON, THORNTON, TRACY, VICTOR, WOODBRIDGE
SAN MATEO	ATHERTON, BELMONT, BRISBANE, BURLINGAME, DALY CITY, EL GRANADA, HALF MOON BAY, LA HONDA, LOMA MAR, MENLO PARK, MILLBRAE, MONTARA, MOSS BEACH, PACIFICA, PESCADERO, PORTOLA VALLEY, REDWOOD CITY, SAN BRUNO, SAN CARLOS, SAN FRANCISCO, SAN GREGORIO, SAN MATEO, SOUTH SAN FRANCISCO
SANTA CLARA	ALVISO, CAMPBELL, COYOTE, CUPERTINO, GILROY, HOLY CITY, LOS ALTOS, LOS GATOS, MILPITAS, MORGAN HILL, MOUNT HAMILTON,

	MOUNTAIN VIEW, NEW ALMADEN, PALO ALTO, REDWOOD ESTATES, SAN JOSE, SAN MARTIN, SANTA CLARA, SARATOGA, STANFORD, SUNNYVALE
SANTA CRUZ	APTOS, BEN LOMOND, BOULDER CREEK, BROOKDALE, CAPITOLA, DAVENPORT, FELTON, FREEDOM, MOUNT HERMON, SANTA CRUZ, SCOTTS VALLEY, SOQUEL, WATSONVILLE
SOLANO	BENICIA, BIRDS LANDING, DIXON, ELMIRA, FAIRFIELD, RIO VISTA, SUISUN CITY, TRAVIS AFB, VACAVILLE, VALLEJO
SONOMA	BODEGA, BODEGA BAY, BOYES HOT SPRINGS, CAMP MEEKER, CAZADERO, CLOVERDALE, COTATI, DUNCANS MILLS, EL VERANO, ELDRIDGE, FORESTVILLE, FULTON, GEYSERVILLE, GLEN ELLEN, GRATON, GUERNEVILLE, HEALDSBURG, JENNER, KENWOOD, MONTE RIO, OCCIDENTAL, PENNGROVE, PETALUMA, RIO NIDO, ROHNERT PARK, SANTA ROSA, SEBASTOPOL, SONOMA, VALLEY FORD, VILLA GRANDE, VINEBURG, WINDSOR
STANISLAUS	CERES, CROWS LANDING, DENAIR, EMPIRE, HICKMAN, HUGHSON, KEYES, MODESTO, NEWMAN, OAKDALE, PATTERSON, RIVERBANK, SALIDA, TURLOCK, VERNALIS, WATERFORD, WESTLEY
SUTTER	KNIGHTS LANDING, NICOLAUS, PLEASANT GROVE, RIO OSO, ROBBINS SACRAMENTO
TULARE	DINUBA, SULTANA, TRAVER
YOLO	CAPAY, CLARKSBURG, DAVIS, SACRAMENTO, WEST SACRAMENTO, WINTERS, WOODLAND, YOLO, ZAMORA
YUBA	BEALE AFB, OLIVEHURST, WHEATLAND
<b>SOUTHERN CALIFORNIA</b>	
KERN	ARVIN, BAKERSFIELD, BODFISH, BUTTONWILLOW, CALIENTE, CALIFORNIA CITY, CANTIL, DELANO, EDISON, FELLOWS, FRAZIER PARK, GLENNVILLE, KEENE, KERNVILLE, LAKE ISABELLA, LAMONT, LOST HILLS, MARICOPA, MC FARLAND, MC KITTRICK, MOJAVE, PINE MOUNTAIN CLUB, ROSAMOND, SHAFER, TAFT, TEHACHAPI, TUPMAN, WASCO, WOFFORD HEIGHTS, WOODY
LOS ANGELES	ACTON, AGOURA HILLS, ALHAMBRA, ALTADENA, ARCADIA, ARTESIA, AZUSA, BALDWIN PARK, BELL, BELL GARDENS, BELLFLOWER, BEVERLY HILLS, BURBANK, CALABASAS, CANOGA PARK, CANYON COUNTRY, CARSON, CASTAIC, CERRITOS, CHATSWORTH, CITY OF INDUSTRY, CLAREMONT, COMPTON, COVINA, CULVER CITY, DIAMOND BAR, DODGERTOWN, DOWNEY, DUARTE, EL MONTE, EL SEGUNDO, ENCINO, GARDENA, GLENDALE, GLENDORA, GRANADA HILLS, HACIENDA HEIGHTS, HARBOR CITY, HAWAIIAN GARDENS, HAWTHORNE, HERMOSA BEACH, HUNTINGTON PARK, INGLEWOOD, LA CANADA FLINTRIDGE, LA CRESCENTA, LA MIRADA, LA PUENTE, LA VERNE, LAKE HUGHES, LAKEWOOD, LANCASTER, LAWNSDALE, LEBEC, LITTLEROCK, LLANO, LOMITA, LONG BEACH, LOS ANGELES, LYNWOOD, MALIBU, MANHATTAN BEACH, MARINA DEL REY, MAYWOOD, MISSION HILLS, MONROVIA, MONTEBELLO, MONTEREY PARK, MONTROSE, MOUNT WILSON, NEWHALL, NORTH HILLS, NORTH HOLLYWOOD, NORTHRIDGE, NORWALK, PACIFIC PALISADES, PACOIMA, PALMDALE, PALOS VERDES PENINSULA, PANORAMA CITY, PARAMOUNT, PASADENA, PEARBLOSSOM, PICO RIVERA, PLAYA DEL REY, PLAYA VISTA, POMONA, PORTER RANCH, RANCHO PALOS VERDES, REDONDO BEACH, RESEDA, ROSEMEAD, ROWLAND HEIGHTS, SAN DIMAS, SAN FERNANDO, SAN GABRIEL, SAN MARINO, SAN PEDRO, SANTA CLARITA, SANTA FE SPRINGS, SANTA MONICA, SHERMAN OAKS, SIERRA MADRE, SIGNAL HILL, SOUTH EL MONTE, SOUTH GATE, SOUTH PASADENA, STEVENSON RANCH, STUDIO CITY, SUN VALLEY, SUNLAND, SYLMAR, TARZANA, TEMPLE CITY, TOLUCA LAKE, TOPANGA, TORRANCE, TUJUNGA, UNIVERSAL CITY, VALENCIA, VALLEY VILLAGE, VALYERMO, VAN NUYS, VENICE, VERDUGO CITY, WALNUT, WEST COVINA, WEST HILLS, WEST HOLLYWOOD, WHITTIER, WILMINGTON, WINNETKA, WOODLAND HILLS
ORANGE	ALISO VIEJO, ANAHEIM, ATWOOD, BREA, BUENA PARK, CAPISTRANO BEACH, CORONA DEL MAR, COSTA MESA, CYPRESS, DANA POINT, EAST IRVINE, EL TORO, FOOTHILL RANCH, FOUNTAIN VALLEY, FULLERTON, GARDEN GROVE, HUNTINGTON BEACH, IRVINE, LA HABRA, LA PALMA,

	LADERA RANCH, LAGUNA BEACH, LAGUNA HILLS, LAGUNA NIGUEL, LAGUNA WOODS, LAKE FOREST, LOS ALAMITOS, MIDWAY CITY, MISSION VIEJO, NEWPORT BEACH, NEWPORT COAST, ORANGE, PLACENTIA, RANCHO SANTA MARGARITA, SAN CLEMENTE, SAN JUAN CAPISTRANO, SANTA ANA, SEAL BEACH, SILVERADO, STANTON, SUNSET BEACH, SURFSIDE, TRABUCO CANYON, TUSTIN, VILLA PARK, WESTMINSTER, YORBA LINDA
RIVERSIDE	BANNING, BEAUMONT, CABAZON, CALIMESA, CATHEDRAL CITY, COACHELLA, CORONA, DESERT HOT SPRINGS, HEMET, HOMELAND, INDIAN WELLS, INDIO, LA QUINTA, LAKE ELSINORE, MARCH AIR RESERVE BASE, MECCA, MENIFEE, MIRA LOMA, MORENO VALLEY, MURRIETA, NORCO, NORTH PALM SPRINGS, NUEVO, PALM DESERT, PALM SPRINGS, PERRIS, QUAIL VALLEY, RANCHO MIRAGE, RIVERSIDE, SALTON CITY, SAN JACINTO, SUN CITY, TEMECULA, THERMAL, THOUSAND PALMS, WHITEWATER, WILDOMAR, WINCHESTER
SAN BERNARDINO (Partial County)	ANGELUS OAKS, APPLE VALLEY, BIG BEAR CITY, BIG BEAR LAKE, BLOOMINGTON, BLUE JAY, BRYN MAWR, CEDAR GLEN, CEDARPINES PARK, CHINO, CHINO HILLS, COLTON, CREST PARK, CRESTLINE, FAWNSKIN, FONTANA, FOREST FALLS, GRAND TERRACE, GREEN VALLEY LAKE, GUASTI, HESPERIA, HIGHLAND, JOSHUA TREE, LAKE ARROWHEAD, LANDERS, LOMA LINDA, LYTLE CREEK, MENTONE, MONTCLAIR, MORONGO VALLEY, MT BALDY, ONTARIO, PATTON, PHELAN, PINON HILLS, PIONEERTOWN, RANCHO CUCAMONGA, REDLANDS, RIALTO, RIMFOREST, RUNNING SPRINGS, SAN BERNARDINO, SKYFOREST, SUGARLOAF, TWENTYNINE PALMS, TWIN PEAKS, UPLAND, VICTORVILLE, WRIGHTWOOD, YUCAIPA, YUCCA VALLEY
SAN DIEGO (Partial County)	ALPINE, BONITA, BONSALE, CAMP PENDLETON, CARDIFF BY THE SEA, CARLSBAD, CHULA VISTA, CORONADO, DEL MAR, DESCANSO, DULZURA, EL CAJON, ENCINITAS, ESCONDIDO, FALLBROOK, GUATAY, IMPERIAL BEACH, JAMUL, LA JOLLA, LA MESA, LAKESIDE, LEMON GROVE, NATIONAL CITY, OCEANSIDE, PALA, PALOMAR MOUNTAIN, PAUMA VALLEY, PINE VALLEY, POTRERO, POWAY, RAMONA, RANCHO SANTA FE, SAN DIEGO, SAN LUIS REY, SAN MARCOS, SAN YSIDRO, SANTEE, SOLANA BEACH, SPRING VALLEY, TECATE, VALLEY CENTER, VISTA, WARNER SPRINGS
TULARE	RICHGROVE
VENTURA (Partial County)	BRANDEIS, CAMARILLO, FILLMORE, MOORPARK, NEWBURY PARK, OAK PARK, OAK VIEW, OXNARD, PIRU, POINT MUGU NAWC. PORT HUENEME, PORT HUENEME CBC BASE, SANTA PAULA, SIMI VALLEY, SOMIS, THOUSAND OAKS, VENTURA, WESTLAKE VILLAGE

### **Service Areas Colorado**

<b>County</b>	<b>City</b>
ADAMS	AURORA, BENNETT, BRIGHTON, BROOMFIELD, COMMERCE CITY, DENVER, DUPONT, EASTLAKE, HENDERSON, , THORNTON, WESTMINSTER
ALBANY	JELM
ARAPAHOE	AURORA, BENNETT, DENVER, ENGLEWOOD, LITTLETON, WATKINS
BOULDER	ALLENSPARK, BOULDERELDORADO SPRINGS, HYGIENE, JAMESTOWN, LAFAYETTE, LONGMONT, LOUISVILLE, LYONS, NEDERLAND, NIWOT, PINECLIFFE, WARD
BROOMFIELD	BROOMFIELD
CLEAR CREEK	IDAHO SPRINGS
CROWLEY	OLNEY SPRINGS
CUSTER	WETMORE
DENVER	DENVER, LITTLETON
DOUGLAS	CASTLE ROCK, ENGLEWOOD, FRANKTOWN, LARKSPUR, LITTLETON, LONE TREE, LOUVIERS, PARKER, SEDALIA

ELBERT	ELIZABETH, KIOWA
EL PASO	CALHAN, CASCADE, COLORADO SPRINGS, ELBERT, FOUNTAIN, GREEN MOUNTAIN FALLS, MANITOU SPRINGS, MONUMENT, PALMER LAKE, PEYTON, RAMAH, U S A F ACADEMY, YODER,
FREMONT	BROOKSIDE, CANON CITY, COAL CREEK, COALDALE, COTOPAXI, FLORENCE, HILLSIDE, HOWARD, PENROSE, ROCKVALE,
GILPIN	BLACK HAWK, CENTRAL CITY, ROLLINSVILLE
HUERFANO	RYE,
JEFFERSON	ARVADA, BROOMFIELD, BUFFALO CREEK, CONIFER, DENVER, EVERGREEN, GOLDEN, IDLEDALE, INDIAN HILLS, KITTREDGE, LITTLETON, MORRISON, PINE, WHEAT RIDGE
KIMBALL	BUSHNELL, KIMMBALL
LARAMIE	PINEBLUFFS
LARIMER	BELLVUE, BERTHOUD, CARR, DRAKE, ESTES PARK, FORT COLLINS, GLEN HAVEN, LAPORTE, LIVERMORE, LOVELAND, LYONS, MASONVILLE, RED FEATHER LAKES, ROCKY MTN. NATIONAL PARK, SEVERANCE, TIMNATH, VIRGINIA DALE, WELLINGTON, WINDSOR
LINCOLN	RUSH,
MORGAN	HOYT, ORCHARD, WIGGINS
OTERO	FOWLER,
PARK	BAILEY, GUFFEY, LAKE GEORGE, PINE
PUEBLO	AVONDALE, BEULAH, BOONE, COLORADO CITY, PUEBLO, RYE,
TELLER	CRIPPLE CREEK, DIVIDE, FLORISSANT, VICTOR, WOODLAND PARK
WELD	AULT, BRIGGSDALE, BRIGHTON, CARR, DACONO, EATON, ERIE, EVANS, FIRESTONE, FORT LUPTON, FORT MORGAN, FREDERICK, GALETON, GARDEN CITY, GILL, GILCREST, GREELEY, GROVER, HEREFORD, HUDSON, JOHNSTOWN, KEENESBURG, KERSEY, LA SALLE, LONGMONT LOVELAND, LUCERNE, MEAD, MILLIKEN, NEW RAYMER, NUNN, ORCHARD, PIERCE, PLATTEVILLE, RAYMER, ROGGEN, SEVERANCE, STONEHAM, WINDSOR

### **Service Areas for Mid Atlantic**

COUNTY	CITY	STATE
DISTRICT OF COLUMBIA	NAVAL ANACOST ANNEX, PARCEL RETURN SERVICE, WASHINGTON, WASHINGTON NAVY YARD	DC
ANNE ARUNDEL	ANNAPOLIS, ARNOLD, CHURCHTON, CROFTON, CROWNSVILLE, CURTIS BAY, DAVIDSONVILLE, DEALE, EDGEWATER, FORT GEORGE G MEADE, FRIENDSHIP, GALESVILLE, GAMBRILLS. GIBSON ISLAND, GLEN BURNIE, HANOVER, HARMANS, HARWOOD, LAUREL, LINTHICUM HEIGHTS, LOTHIAN, MAYO, MILLERSVILLE, ODENTON, PASADENA, RIVA, SEVERN, SEVERNA PARK, SHADY SIDE, TRACYS LANDING, WEST RIVER	MD
BALTIMORE	BALDWIN, BALTIMORE, BORING, BROOKLANDVILLE, BUTLER, CATONSVILLE, CHASE, COCKEYSVILLE, DUNDALK, ESSEX, FORK, FORT HOWARD, FREELAND, GLEN ARM, GLYNDON, GWYNN OAK, HALETHORPE, HUNT VALLEY, HYDES, KINGSVILLE, LONG GREEN, LUTHERVILLE TIMONIUM, MARYLAND LINE, MIDDLE RIVER, MONKTON, NOTTINGHAM, OWINGS MILLS, PARKTON, PARKVILLE, PERRY HALL, PHOENIX, PIKESVILLE, RANDALLSTOWN, REISTERSTOWN, RIDERWOOD, ROSEDALE, SPARKS GLENCOE, SPARROWS POINT, STEVENSON, TOWSON, UPPER FALLS, UPPERCO, WHITE MARSH, WINDSOR MILL	MD
BALTIMORE CITY	BALTIMORE, BROOKLYN	MD
CALVERT	BARSTOW, CHESAPEAKE BEACH, DUNKIRK, HUNTINGTOWN, NORTH BEACH, OWINGS, PRINCE FREDERICK, SUNDERLAND	MD

CARROLL	FINKSBURG, HAMPSTEAD, KEYMAR, LINEBORO, MANCHESTER, MARRIOTTSVILLE, NEW WINDSOR, SYKESVILLE, TANEYTOWN, UNION BRIDGE, WESTMINSTER	
CHARLES	BENEDICT, BRYANS ROAD, BRYANTOWN, HUGHESVILLE, INDIAN HEAD, IRONSIDES, ISSUE, LA PLATA, MARBURY, POMFRET, PORT TOBACCO, WALDORF, WHITE PLAINS	MD
FREDERICK	ADAMSTOWN, BRADDOCK HEIGHTS, BRUNSWICK, BUCKEYSTOWN, BURKITTVILLE, FREDERICK, IJAMSVILLE, JEFFERSON, KNOXVILLE, LADIESBURG, LIBERTYTOWN, MIDDLETOWN, MONROVIA, MOUNT AIRY, NEW MARKET, NEW MIDWAY, POINT OF ROCKS, TUSCARORA, UNIONVILLE, WALKERSVILLE	MD
HARFORD	ABERDEEN, ABERDEEN PROVING GROUND, ABINGDON, BEL AIR, BELCAMP, BENSON, CHURCHVILLE, DARLINGTON, EDGEWOOD, FALLSTON, FOREST HILL, GUNPOWDER, HAVRE DE GRACE, JARRETTVILLE, JOPPA, PERRYMAN, PYLESVILLE, STREET, WHITE HALL, WHITEFORD	MD
HOWARD	ANNAPOLIS JUNCTION, CLARKSVILLE, COLUMBIA, COOKSVILLE, DAYTON, DHS, ELKRIDGE, ELLICOTT CITY, FULTON, GLENELG, GLENWOOD, HIGHLAND, JESSUP, LISBON, SAVAGE, SIMPSONVILLE, WEST FRIENDSHIP, WOODBINE, WOODSTOCK	MD
MONTGOMERY	ASHTON, BARNESVILLE, BEALLSVILLE, BETHESDA, BOYDS, BRINKLOW, BROOKEVILLE, BURTONSVILLE, CABIN JOHN, CHEVY CHASE, CLARKSBURG, DAMASCUS, DERWOOD, DICKERSON, GAITHERSBURG, GARRETT PARK, GERMANTOWN, GLEN ECHO, KENSINGTON, MONTGOMERY VILLAGE, OLNEY, POOLESVILLE, POTOMAC, ROCKVILLE, SANDY SPRING, SILVER SPRING, SPENCERVILLE, SUBURB MARYLAND FAC, TAKOMA PARK, WASHINGTON GROVE	MD
PRINCE GEORGE'S	ACCOKEEK, ANDREWS AIR FORCE BASE, AQUASCO, BELTSVILLE, BLADENSBURG, BOWIE, BRANDYWINE, BRENTWOOD, CAPITOL HEIGHTS, CHELTENHAM, CLINTON, COLLEGE PARK, DISTRICT HEIGHTS, FORT WASHINGTON, GLENN DALE, GREENBELT, HYATTSVILLE, LANHAM, LAUREL, MOUNT RAINIER, OXON HILL, RIVERDALE, SOUTHERN MARYLAND FACILITY, SUITLAND, TEMPLE HILLS, UPPER MARLBORO	MD
ALEXANDRIA CITY	ALEXANDRIA	VA
ARLINGTON	ARLINGTON, FORT MYER	VA
CAROLINE	CORBIN, PORT ROYAL, RAPPAHANNOCK ACADEMY, RUTHER GLEN, WOODFORD	VA
CULPEPER	RICHARDSVILLE	VA
FAIRFAX	ALEXANDRIA, ANNANDALE, BURKE, CENTREVILLE, CHANTILLY, CLIFTON, DUNN LORING, FAIRFAX, FAIRFAX STATION, FALLS CHURCH, FORT BELVOIR, GREAT FALLS, GREENWAY, HERNDON, LORTON, MC LEAN, MERRIFIELD, MOUNT VERNON, NEWINGTON, OAKTON, RESTON, SPRINGFIELD, VIENNA, WEST MCLEAN	VA
FAIRFAX CITY	FAIRFAX	VA
FALLS CHURCH CITY	FALLS CHURCH	VA
FAUQUIER	CATLETT, GOLDVEIN, MIDLAND	VA
FREDERICKSBURG CITY	FREDERICKSBURG	VA
HANOVER	BEAVERDAM	VA
KING GEORGE	DAHLGREN, DOGUE, JERSEY, KING GEORGE, NINDE, ROLLINS FORK, SEALSTON	VA
LOUDOUN	ALDIE, ASHBURN, BLUEMONT, CHANTILLY, DULLES, HAMILTON, LEESBURG, LINCOLN, LOVETTSVILLE, MIDDLEBURG, PAEONIAN	VA

	SPRINGS, PHILOMONT, PURCELLVILLE, ROUND HILL, STERLING, UPPERVILLE, WATERFORD	
LOUISA	BUMPASS, MINERAL, TREVILIANS	VA
MANASSAS CITY	MANASSAS, MANASSAS PARK CITY	VA
ORANGE	LOCUST GROVE, ORANGE, UNIONVILLE	VA
PRINCE WILLIAM	BRISTOW, BROAD RUN, CATHARPIN, DUMFRIES, GAINESVILLE, HAYMARKET, MANASSAS, NOKESVILLE, OCCOQUAN, QUANTICO, TRIANGLE, WOODBRIDGE	VA
SPOTSYLVANIA	FREDERICKSBURG, PARTLOW, SPOTSYLVANIA, THORNBURG	VA
STAFFORD	BROOKE, FREDERICKSBURG, GARRISONVILLE, HARTWOOD, QUANTICO, RUBY, STAFFORD	VA
WESTMORELAND	COLONIAL BEACH	VA

### **Service Areas for the Northwest**

COUNTY	CITY	STATE
BENTON	CORVALLIS, PHILOMATH	OR
CLACKAMAS	BEAVERCREEK, BORING, BRIGHTWOOD, CANBY, CLACKAMAS, COLTON, EAGLE CREEK, ESTACADA, GLADSTONE, HAPPY VALLEY, LAKE OSWEGO, MARYLHURST, MOLALLA, MULINO, OREGON CITY, PORTLAND, RHODODENDRON, SANDY, WELCHES, WEST LINN, WILSONVILLE	OR
COLUMBIA	CLATSKANIE, COLUMBIA CITY, DEER ISLAND, RAINIER, SAINT HELENS, SCAPPOOSE, VERNONIA, WARREN	OR
HOOD RIVER	CASCADE LOCKS	OR
LINN	ALBANY, CRABTREE, LEBANON, LYONS, MILL CITY, SCIO, TANGENT	OR
MARION	AUMSVILLE, AURORA, DETROIT, DONALD, GATES, GERVAIS, HUBBARD, JEFFERSON, KEIZER, MEHAMA, MOUNT ANGEL, SAINT BENEDICT, SAINT PAUL, SALEM, SCOTTS MILLS, SILVERTON, STAYTON, SUBLIMITY, TURNER, WOODBURN	OR
MULTNOMAH	BRIDAL VEIL, CORBETT, FAIRVIEW, GRESHAM, PORTLAND, TROUTDALE	OR
POLK	DALLAS, FALLS CITY, INDEPENDENCE, MONMOUTH, RICKREALL, SALEM	OR
WASHINGTON	ALOHA, BANKS, BEAVERTON, BUXTON, CORNELIUS, FOREST GROVE, GALES CREEK, GASTON, HILLSBORO, MANNING, NORTH PLAINS, PORTLAND, SHERWOOD, TIMBER, TUALATIN	OR
YAMHILL	AMITY, CARLTON, DAYTON, DUNDEE, GRAND RONDE, LAFAYETTE MCMINNVILLE, NEWBERG, SHERIDAN, WILLAMINA, YAMHILL	OR
CLARK	AMBOY, BATTLE GROUND, BRUSH PRAIRIE, CAMAS, HEISSON, LA CENTER, RIDGFIELD, VANCOUVER, WASHOUGAL, YACOLT	WA
COWLITZ	ARIEL, CARROLLS, CASTLE ROCK, COUGAR, KALAMA, KELSO, LONGVIEW, RYDERWOOD, SILVERLAKE, TOUTLE, WOODLAND	WA
LEWIS	TOLEDO, VADER, WINLOCK	WA
SKAMANIA	NORTH BONNEVILLE, STEVENSON	WA
WAHKIAKUM	CATHLAMET, SKAMOKAWA	WA

### **Service Areas for Washington and Idaho**

COUNTY	CITY	STATE
LATAH	BOVILL, DEARY, GENESEE, HARVARD, JULIAETTA, KENDRICK, MOSCOW, POTLATCH, PRINCETON, TROY, VIOLA,	ID
BENTON	BENTON CITY, KENNEWICK, PATERSON, PLYMOUTH, PROSSER, RICHLAND, WEST RICHLAND	WA
COLUMBIA	DAYTON, STARBUCK	WA
FRANKLIN	CONNELL, ELTOPIA, KAHLOTUS, MESA, PASCO	WA

ISLAND	CAMANO ISLAND, CLINTON, COUPEVILLE, FREELAND, GREENBANK, LANGLEY, OAK HARBOR	WA
KING	AUBURN, BARING, BELLEVUE, BLACK DIAMOND, BOTHELL, BURTON, CARNATION, DUVALL, ENUMCLAW, FALL CITY, FEDERAL WAY, HOBART, ISSAQUAH, KENMORE, KENT, KIRKLAND, MAPLE VALLEY, MEDINA, MERCER ISLAND, NORTH BEND, PACIFIC, PRESTON, RAVENSDALE, REDMOND, RENTON, SAMMAMISH, SEAHURST, SEATTLE, SKYKOMISH, SNOQUALMIE, SNOQUALMIE PASS, VASHON, WOODINVILLE	WA
KITSAP	BAINBRIDGE ISLAND, BREMERTON, BURLEY, HANSVILLE, INDIANOLA, KEYPORT, KINGSTON, MANCHESTER, OLALLA, PORT GAMBLE, PORT ORCHARD, POULSBO, RETSIL, ROLLINGBAY, SEABECK, SILVERDALE, SOUTH COLBY, SOUTHWORTH, SUQUAMISH, TRACYTON	WA
KITTITAS	CLE ELUM, EASTON, ELLENSBURG, KITTITAS, RONALD, ROSLYN, SOUTH CLE ELUM, THORP, VANTAGE	WA
LEWIS	ADNA, CENTRALIA, CHEHALIS, CINEBAR, CURTIS, DOTY, ETHEL, GALVIN, GLENOMA, MINERAL, MORTON, MOSSYROCK, NAPAVINE, ONALASKA, PACKWOOD, PE ELL, RANDLE, SALKUM, SILVER CREEK, TOLEDO, VADER, WINLOCK	WA
MASON	ALLYN, BELFAIR, GRAPEVIEW, HOODSPORT, LILLIWAUP, MATLOCK, SHELTON, TAHUYA, UNION	WA
PIERCE	ANDERSON ISLAND, ASHFORD, BONNEY LAKE, BUCKLEY, CAMP MURRAY, CARONADO, DUPONT, EATONVILLE, ELBE, FOX ISLAND, GIG HARBOR, GRAHAM, KAPOWSIN, LA GRANDE, LAKEBAY, LAKEWOOD, LONGBRANCH, LONGMIRE, MCCHORD AFB, MCKENNA, MILTON, ORTING, PARADISE INN, PUYALLUP, ROY, SOUTH PRAIRIE, SPANAWAY, STEILACOOM, SUMNER, TACOMA, UNIVERSITY PLACE, VAUGHN, WAUNA, WILKESON	WA
SAN JUAN	BLAKELY ISLAND, DEER HARBOR, EASTSOUND, FRIDAY HARBOR, LOPEZ ISLAND, OLGA, ORCAS, SHAW ISLAND, WALDRON	WA
SKAGIT	ANACORTES, BOW, BURLINGTON, CLEARLAKE, CONCRETE, CONWAY, HAMILTON, LA CONNER, LYMAN, MARBLEMOUNT, MOUNT VERNON, ROCKPORT, SEDRO WOOLLEY	WA
SNOHOMISH	ARLINGTON, BOTHELL, DARRINGTON, EDMONDS, EVERETT, GOLD BAR, GRANITE FALLS, INDEX, LAKE STEVENS, LYNNWOOD, MARYSVILLE, MILL CREEK, MONROE, MOUNTLAKE TERRACE, MUKILTEO, NORTH LAKEWOOD, SILVANA, SNOHOMISH, STANWOOD, STARTUP, SULTAN	WA
SPOKANE	AIRWAY HEIGHTS, CHATTAROY, CHENEY, COLBERT, DEER PARK, ELK, FAIRCHILD AIR FORCE BASE, FAIRFIELD, FOUR LAKES, GREENACRES, LATAH, LIBERTY LAKE, MARSHALL, MEAD, MEDICAL LAKE, MICA, NEWMAN LAKE, NINE MILE FALLS, OTIS ORCHARDS, ROCKFORD, SPANGLE, SPOKANE, VALLEYFORD, VERADALE, WAVERLY	WA
THURSTON	BUCODA, EAST OLYMPIA, LACEY, LITTLEROCK, OLYMPIA, RAINIER, ROCHESTER, TENINO, TUMWATER, YELM,	WA
WALLA WALLA	BURBANK, COLLEGE PLACE, DIXIE, PRESCOTT, TOUCHET, WAITSBURG, WALLA WALLA, WALLULA,	WA
WHATCOM	ACME, BELLINGHAM, BLAINE, CUSTER, DEMING, EVERSON, FERNDALE, LUMMI ISLAND, LYNDEN, MAPLE FALLS, NOOKSACK, POINT ROBERTS, SUMAS	WA
WHITMAN	ALBION, BELMONT, COLFAX, COLTON, ENDICOTT, FARMINGTON, GARFIELD, HAY, HOOPER, LACROSSE, LAMONT, MALDEN, OAKESDALE, PALOUSE, PULLMAN, ROSALIA, SAINT JOHN, STEPTOE, TEKOA, THORNTON, UNIONTOWN	WA
YAKIMA	BROWNSTOWN, BUENA, COWICHE, GRANDVIEW, GRANGER, HARRAH, MABTON, MOXEE, NACHES, OUTLOOK, PARKER, SELAH, SUNNYSIDE, TIETON, TOPPENISH, WAPATO, WHITE SWAN, YAKIMAL, ZILLAH	WA



## **Service Areas for Georgia**

COUNTY	ZIP
BARROW	BOGART, AUBURN, BRASELTON, HOSCHTON, BETHLEHEM, STATHAM, WINDER, MONROE
BARTOW	ADAIRSVILLE, ARAGON, CARTERSVILLE, CASSVILLE, EMERSON, KINGSTON, ROME, RYDAL, WALESKA, WHITE, ACWORTH, CARTERSVILLE, DALLAS, TAYLORSVILLE, FAIRMOUNT
BUTTS	FLOVILLA, FORSYTH, JENKINSBURG, JACKSON, MCDONOUGH, GRIFFIN, LOCUST GROVE, GRIFFIN
CARROLL	BOWDON JUNCTION, CARROLLTON, MOUNT ZION, WHITESBURG, WINSTON, VILLA RICA, BREMEN, WACO, BOWDON, TEMPLE, ROOPVILLE
CHEROKEE	CANTON, HOLLY SPRINGS, LEBANON, NELSON, WOODSTOCK, MARIETTA, WOODSTOCK, ROSWELL, CUMMING, DAWSONVILLE, JASPER, CUMMING, ALPHARETTA, BALL GROUND
CLARKE	ATHENS, ATHENS, HULL, WINTERVILLE, WATKINSVILLE
CLAYTON	ATLANTA, FOREST PARK, JONESBORO, LOVEJOY, MORROW, RIVERDALE, CONLEY, ELLENWOOD, FAYETTEVILLE, JONESBORO, REX, STOCKBRIDGE, HAMPTON
COBB	AUSTELL, POWDER SPRINGS, ATLANTA, DALLAS, HIRAM
COWETA	HARALSON, MORELAND, NEWNAN, SARGENT, SHARPSBURG, TURIN, SENOIA, PALMETTO, NEWNAN, HOGANSVILLE, GRANTVILLE
DAWSON	ELLIJAY, DAHLONEGA, MARBLE HILL
DEKALB	ATLANTA, AVONDALE ESTATES, CLARKSTON, DECATUR, LITHONIA, PINE LAKE, REDAN, SCOTTDALE, STONE MOUNTAIN, TUCKER, SNELLVILLE, CONYERS
DOUGLAS	DOUGLASVILLE, LITHIA SPRINGS
FAYETTE	PEACHTREE CITY, TYRONE, FAYETTEVILLE, BROOKS
FORSYTH	CUMMING, ALPHARETTA, DULUTH, SUWANEE, GAINESVILLE
GWINNETT	BUFORD, DULUTH, GRAYSON, LAWRENCEVILLE, LILBURN, NORCROSS, NORTH METRO, SNELLVILLE, BUFORD, LOGANVILLE, DACULA
HALL	ALTO, CHESTNUT MOUNTAIN, CLERMONT, CORNELIA, FLOWERY BRANCH, GAINESVILLE, GILLSVILLE, LULA, MURRAYVILLE, OAKWOOD, PENDERGRASS, TALMO
HARALSON	BUCHANAN, CEDARTOWN, FELTON, TALLAPOOSA, ROCKMART
HEARD	FRANKLIN, LAGRANGE
HENRY	MCDONOUGH
LAMAR	BARNESVILLE, CULLODEN, YATESVILLE, MEANSVILLE, MILNER, THE ROCK, ZEBULON
MADISON	CARLTON, COLBERT, COMER
MERIWETHER	GAY, GREENVILLE, LUTHERSVILLE, MANCHESTER, PINE MOUNTAIN, WARM SPRINGS, WOODBURY
NEWTON	COVINGTON, MANSFIELD, NEWBORN, PORTERDALE, CONYERS, COVINGTON, OXFORD, SOCIAL CIRCLE
OCONEE	BISHOP, FARMINGTON, HIGH SHOALS, ARNOLDSVILLE
OGLETHORPE	CRAWFORD, LEXINGTON, MAXEYS, RAYLE, STEPHENS, UNION POINT
PICKENS	RANGER, TALKING ROCK, TATE
PIKE	CONCORD, MOLENA, WILLIAMSON
SPALDING	EXPERIMENT, ORCHARD HILL, SUNNY SIDE
WALTON	GOOD HOPE, JERSEY, MADISON, MONROE, RUTLEDGE

## Customer Service Phone Numbers

### General Customer Service

Northern California Region	800-663-1771
Southern California Region	800-533-1833
Colorado Region	877-883-6698
Mid-Atlantic States Region	877-740-4117
Northwest Region	866-800-3402
Georgia Region	866-800-1486
Washington & Western Idaho	877-721-2199

### Utilization Management for Out-of-Network Emergency Services

Northern California Region	800-225-8883
Southern California Region	800-225-8883
Colorado Region	303-338-3800
Mid-Atlantic States Region	800-810-4766
Northwest Region	866-813-2437
Georgia Region	800-221-2412
Washington & Western Idaho	800-289-1363

### Advice Nurses

Northern California Region	866-454-8855
Southern California Region	888-576-6225
Colorado Region	866-311-4464
Mid-Atlantic States Region	703-359-7878
(Outside Washington Metro Area)	800-777-7904
Northwest Region	503 813-2000
Outside Portland	800 813-2000
Georgia Region	800-611-1811
Washington & Western Idaho	800-297-6877

### Interpreter Services

Northern California Region	800-663-1771
Southern California Region	800-533-1833
Colorado Region	877-883-6698
Mid-Atlantic States Region	877-740-4117
Northwest Region	866-800-3402
Washington & Western Idaho	866-213-3062

**TTY** 771 or 877-870-0283

### Pharmacy Benefit Information

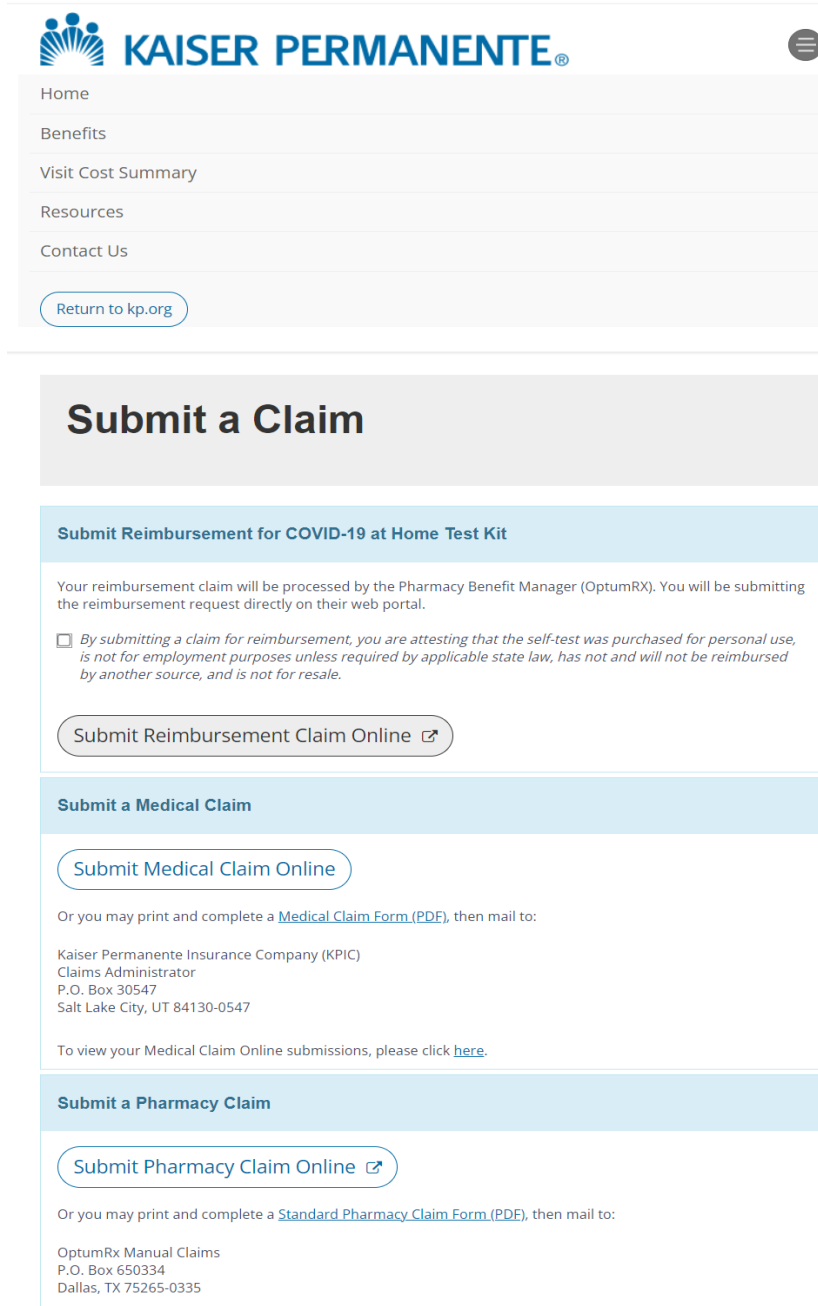
All Regions	866-427-7701
-------------	--------------

### Claims Administrator:

KPIC Self-Funded Claims Administrator  
P.O. Box 30547  
Salt Lake City, UT 84130-0547  
Payor ID # 94320

## **Submitting a Claim**

Network Providers will submit claims on your behalf. Should you receive care from a Non-Network Provider, submit a claim for reimbursement on-line by logging into kp.org then use the search function to search for “claim form”.



The screenshot shows the Kaiser Permanente website interface. At the top left is the Kaiser Permanente logo, and at the top right is a hamburger menu icon. Below the logo is a navigation menu with the following items: Home, Benefits, Visit Cost Summary, Resources, and Contact Us. A button labeled "Return to kp.org" is located below the menu. The main content area is titled "Submit a Claim" and contains three sections:

- Submit Reimbursement for COVID-19 at Home Test Kit**

Your reimbursement claim will be processed by the Pharmacy Benefit Manager (OptumRX). You will be submitting the reimbursement request directly on their web portal.

*By submitting a claim for reimbursement, you are attesting that the self-test was purchased for personal use, is not for employment purposes unless required by applicable state law, has not and will not be reimbursed by another source, and is not for resale.*

[Submit Reimbursement Claim Online](#) ↗
- Submit a Medical Claim**

[Submit Medical Claim Online](#)

Or you may print and complete a [Medical Claim Form \(PDF\)](#), then mail to:

Kaiser Permanente Insurance Company (KPIC)  
Claims Administrator  
P.O. Box 30547  
Salt Lake City, UT 84130-0547

To view your Medical Claim Online submissions, please click [here](#).
- Submit a Pharmacy Claim**

[Submit Pharmacy Claim Online](#) ↗

Or you may print and complete a [Standard Pharmacy Claim Form \(PDF\)](#), then mail to:

OptumRx Manual Claims  
P.O. Box 650334  
Dallas, TX 75265-0335

## **Non-Discrimination Notice**

Kaiser Permanente Insurance Company (KPIC) complies with applicable federal civil rights law and does not discriminate on the basis of race, color, national origin, age, disability, or sex. KPIC does not exclude people or treat them differently because of race, color, national origin, age, disability or sex. We also:

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

If you need these Services, call: 1-866-213-3062 for TTY 711

If you believe that KPIC has failed to provide these Services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance with the KPIC Civil Rights Coordinator, 3701 Boardman-Canfield Rd, Canfield, OH 44406 telephone number 1-866-213-3062. You can file a grievance by mail or phone. If you need help filing a grievance, the KPIC Civil Rights Coordinator is able to help you. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW, Room 509F, HHH Building, Washington, DC 20201, 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

**Consumer Assistance Tools**

**Help in your Language**

**English:** You have the right to get help in your language at no cost. If you have questions about your benefits, or you are required to take action by a specific date, call the number provided for your state or region to talk to an interpreter.

**አማርኛ (Amharic):** የሌሎችም ከፍተኛ ስሜት ለሌሎች ለሌሎች የሚገኝ ሙሉ ስለሆነ ስለ ጥቅምተኛዎች ጥያቄዎች ካሉዎት ወይም በተወሰነ ቀን ለንዲያከናውኑ የሚጠበቅዎ ደርጊት ካለ ስሜት ወይም ከልልም ከተርጓሚ ጋር ለንዲነጋገር በተሰጠዎ ስልክ ቁጥር ይደውሉ።

**العربية (Arabic):** لك الحق في الحصول على المساعدة بلغتك دون تحمل أي تكاليف. إذا كانت لديك استفسارات بشأن المزايا الخاصة بك أو قد طلب منك اتخاذ إجراء خلال تاريخ محدد، يُرجى الاتصال بالرقم المخصص لولايتك أو منطقتك للتحدث إلى مترجم فوري.

Northern California Region . . . . .	1-800-663-1771
Southern California Region . . . . .	1-800-533-1833
Colorado Region . . . . .	1-877-883-6698
Mid-Atlantic States Region . . . . .	1-877-740-4117
Northwest Region . . . . .	1-866-800-3402
Georgia Region . . . . .	1-866-800-1486
TTY . . . . .	711

**Հայերեն (Armenian):** Դուք ունեք Ձեր լեզվով անվճար օգնություն ստանալու իրավունք: Եթե Դուք հարցեր ունեք Ձեր նպաստների, կամ Դուք պարտադրված եք գործողություններ ձեռնարկել մինչև որոշակի ամսաթիվ, ապա զանգահարե՛ք Ձեր նահանգի կամ շրջանի համար տրամադրված հեռախոսահամարով՝ թարգմանչի հետ խոսելու համար:

**Bàsòò - wùdù (Bassa):** Ɔ m̀ò ni kpé bé m̀ ké gbo-kpá-kpá dyé dé m̀ ni m̀iòun niin bídí-wùdù mú pidyi. Ɔ jù ké m̀ dyi dyi-dié-dé bé bé dé dé bá kpána bé m̀ kò m̀ ké dyéé jé dyi, m̀ò Ɔ jù ké wa dyi niin m̀ me nyu dé díé bé bó wé jéé d̀ò k̀óè ní, níí, m̀ me dá ǹòbá bé wa t̀òá bó ní b̀òd̀òò m̀ò bó ní gbéèò bíie, bé m̀ ké nyo-wuđuún-zà-nyò d̀ò gbo wùdù.

**বাংলা (Bengali):** বিনা খরচে আপনার নিজের ভাষায় সাহায্য পাওয়ার অধিকার আপনার আছে। আপনার সুবিধাসুধির সম্পর্কে আপনার যদি কোল প্রশ্ন থাকে, অথবা একটি নির্ধারিত দিনের মধ্যে যদি আপনার কোল পদক্ষেপ গ্রহণ করার প্রয়োজন হয়, তাহলে দোভাষীর সঙ্গে কথা বলতে আপনার রাজ বা অঞ্চলের জন্য প্রদত্ত নম্বরটিতে কোল করুন।

Your health benefits are self-insured by your employer, union, or Plan sponsor. Kaiser Permanente Insurance Company provides certain administrative services for the Plan and is not an insurer of the Plan or financially liable for health care benefits under the Plan. • Kaiser Permanente Insurance Company (KPIC), Orway Building, One Kaiser Plaza, Oakland, CA 94612

**Cebuano (Bisaya):** Anaa moy katungod nga mangayo og tabang sa inyo pinulongan ug kini walay bayad. Kung naa mo pangutana bahin sa inyo benepisyo o may mga butang nga nanginahanglan sa inyo paglihok sa dili pa usa ka piho nga petsa, palihug lang pagtawag sa mga numero sa telepono nga gihatag sa imong estado ("state") o rehiyon ("region") para makigstorya sa usa ka interpreter.

**中文 (Chinese):** 您有權免費以您的語言獲得幫助。如果您對您的福利有任何疑問，或者您被要求在具體日期之前採取措施，請致電您所在的州或地區的電話，與口譯員進行溝通。

**Chuuk (Chuukese):** Mei wor omw pwuung omw kopwe neuneu aninis non kapasen fonuomw (Chuukese), ese kamo. Ika mei wor omw kapas eis usun omw pekin insurance, are ika a men auhea omw kopwe fori pwan ekoch fofor mei namot ngeni omw plan, ke tongeni kori ewe nampa ren omw state ika neni (asan) pwe eman chon awewe epwe anisuk non kapasen fonuomw.

**Français (French):** Une assistance gratuite dans votre langue est à votre disposition. Si vous avez des questions à propos de vos avantages ou si vous devez prendre des mesure à une date précise, appelez le numéro indiqué pour votre Etat ou votre région pour parler à un interprète.

**Deutsch (German):** Sie haben das Recht, kostenlose Hilfe in Ihrer Sprache zu erhalten. Falls Sie Fragen bezüglich Ihres Leistungsanspruchs haben oder Sie bis zu bestimmten Stichtagen handeln müssen, rufen Sie die für Ihren Bundesstaat oder Ihre Region aufgeführte Nummer an, um mit einem Dolmetscher zu sprechen.

**ગુજરાતી (Gujarati):** તમને કોઈ પણ ખર્ચ વગર તમારી ભાષામાં મદદ મેળવવાનો અધિકાર છે. જો તમને તમારા લાભો વિશે પ્રશ્નો હોય, અથવા કોઈ ચોક્કસ તારીખથી તમને પગલાં લેવાની જરૂર હોય, તો દુભાષિયા સાથે વાત કરવા તમારા સ્ટેટ અથવા રીજીયન માટે પુરો પાડવામાં આવેલ નંબર પર કોલ કરો.

**Kreyòl Ayisyen (Haitian Creole):** Ou gen dwa pou jwenn èd nan lang ou gratis. Si ou gen nenpòt kesyon sou aplikasyon ou an oswa asirans ou ak Kaiser Permanente, oswa si nan avi sa a gen bagay ou sipoze fè avan yon sèten dat, rele nimewo nou mete pou Eta oswa rejyon ou a pou w ka pale ak yon entèprèt.

**‘ōlelo Hawai‘i (Hawaiian):** He pono a ua loa‘a no kekahi kōkua me kāu ‘ōlelo inā makemake a he manuahi no ho‘i. Inā he mau nīnau kāu e pili ana i kāu pono keu i ka polokalamu ola kino, a i ‘ole inā ke ha‘i nei iā‘oe e hana koke aku i kēia ma mua o kekahi lā i waiho ‘ia, e kelepona aku i ka helu i loa‘a nei no kāu moku‘āina a i ‘ole pana‘āina no ka wala‘au ‘ana me kekahi kanaka unuhi ‘ōlelo.

**हिन्दी (Hindi):** आपको बिना कोई कीमत चुकाए आपकी भाषा में मदद पाने का अधिकार है। यदि आप आपके लाभ के बारे में कोई सवाल पूछना चाहते हैं या आपको किसी निश्चित तारीख तक कोई कारवाई करने की आवश्यकता है, तो आप आपके राज्य या क्षेत्र के लिए दिये गए नंबर पर फोन करके किसी दुभाषिए से बात करें।

**Hmoob (Hmong):** Koj muaj cai tau txais kev pab txhais ua koj hom lus pub dawb. Yog koj muaj lus nug txog koj cov txiaj ntsig, lossis koj yuav tsum tau ua raws li hnuv hais tseg ntawd, hu rau tus nab npawb xovtooj ntawm lub xeev lossis hauv ib cheeb tsam uas tau muab rau koj mus tham nrog ib tug kws txhais lus.

**Igbo (Igbo):** ! nwere ikike inweta enyemaka n'asụsụ gị na akwụghị ụgwọ ọ bụla. Ọ bụrụ na ! nwere ajụjụ gbasara elele gị, ma ọ bụ na achọrọ ka ! mee ihe tupu otu ụbọchị, kpọọ nomba enyere maka steeti ma ọ bụ mpaghara gị i ji kwukọrịta okwu n'etiti onye ọkọwa okwu.

**Iloko (Ilocano):** Adda dda ti karbenganyo a dumawat iti tulong iti pagsasaoyo nga awan ti bayadanyo. No addaankayo kadagiti saludsod maipanggep kadagiti benepisioyo wenno, mangkalikagum kadakayo a rumbeng nga aramidenyo ti addang iti espesipiko a petsa, tawagan ti numero nga inpaay para ti estado wenno rehiyon tapno makipatang ti maysa mangipatarus iti pagsasao.

60514124 KPIC SF 2016 (NCR SCR CO GA MAS NW)

**Italiano (Italian):** Hai il diritto di ricevere assistenza nella tua lingua gratuitamente. In caso di domande riguardanti le tue agevolazioni o se devi intervenire entro una data specifica, chiama il numero fornito per il tuo stato o la tua regione per parlare con un interprete.

**日本語 (Japanese):** あなたは、費用負担なしでご利用の言語で支援を受ける権利を保持しています。給付に関してご質問があるか、または、あなたが特定の日付までに行動を起こすよう依頼されている場合、お住まいの州または地域に対して提供された電話番号に電話して、通訳とお話ください。

**ខ្មែរ (Khmer):** អ្នកមានសិទ្ធិទទួលបានជំនួយជាភាសារបស់អ្នកដោយឥតគិតថ្លៃ។ បើសិនអ្នកមានសំណួរណាមួយអំពីអត្ថប្រយោជន៍របស់លោកអ្នក ឬត្រូវបានតម្រូវឱ្យអ្នក ចាត់វិធានការត្រឹមត្រូវ បរិច្ឆេទជាក់លាក់ សូមទូរស័ព្ទទៅលេខដែលបានផ្តល់ជូនសម្រាប់រដ្ឋ ឬតំបន់របស់អ្នកដើម្បីនិយាយទៅកាន់អ្នកបកប្រែ ។

**한국어 (Korean):** 귀하에게는 한국어 통역서비스를 무료로 받으실 수 있는 권리가 있습니다. 귀하의 보험 혜택이나 이 통지서의 요구대로 어느 날짜까지 조치를 취해야만 하는 경우, 제공된 귀하의 주 및 지역 전화번호로 연락해 통역사와 통화하십시오.

**ລາວ (Laotian):** ທ່ານມີສິດທີ່ຈະໄດ້ຮັບການຊ່ວຍເຫຼືອໃນພາສາຂອງທ່ານໂດຍບໍ່ເສັຽຄ່າ. ຖ້າວ່າ ທ່ານມີຄຳຖາມກ່ຽວກັບສິນປະໂຫຍດຂອງທ່ານ, ຫຼື ທ່ານຈຳເປັນຕ້ອງດຳເນີນການພາຍໃນອັນທີ່ເຈາະຈົງໃດໜຶ່ງ, ໃຫ້ໂທຕາມໝາຍເລກທີ່ໂທໄວ້ສຳລັບລັດ ຫຼື ເຂດຂອງທ່ານ ເພື່ອຂໍລິມັດພາຍພາສາ.

**Kajin Majōl (Marshallese):** Ewōr jimwe eo aṃ in bōk jipañ ilo kajin eo aṃ ejjelōk wōṇāān. Ñe ewōr aṃ kajjitōk kōn jibañ ko aṃ, ak ñe kwoj aikuuj in ṃakūtūtūt ṃokta jān juon raan eo eṃōj an kallikkar, kaḷōk nōṃba eo ej leḷōk ñan state eo aṃ ak jikūṃ bwe kwōn maroñ kōnono ippān juon ri-ukōt.

**Naabeehó (Navajo):** Doo bik'é asiníáágo ata' hane' bee níká i' doolwoł. Bee naa áháyanígíí dóó bee níká aná'álwo'ígíí bina'ídílkidgo, éi doodago náás yoolkáálgi hait'éegoda i' dííłíí nì' dì' nígo, bik'ehgo béésh bee hane'í naaltsoos bikáá'íjì' hodiłnih nitsaa hahoodzojì' éi doodago aadi nahós'a'di áko ata' halne'í bich'í' hadíidzih.

**नेपाली (Nepali):** तपाईंले कुनै खर्च बिना आफ्नो भाषामा सहायता पाउने अधिकार छ। यदि सुविधाहरूका बारेमा तपाईंको कुनै प्रश्नहरू भए, अथवा कुनै निर्धारित मिति भित्र तपाईंले कुनै कारवाही गर्न आवश्यक भए, कुनै दोभाषेसँग कुरा गर्न तपाईंको राज्य वा क्षेत्रका लागि उपलब्ध नम्बरमा फोन गर्नुहोस्।

**Afaan Oromoo (Oromo):** Baasii malee afaan keetiin gargaarsa argachuudhaaf mirga qabda. Waa'ee tajaajila keetii ilaalchisee gaaffii yoo qabaatte, yookaan yoo guyyaa murtaa'e irratti tarkaanfii akka fudhattu gaafatamte, lakkoofsa bilbilaa naannoo yookaan goodina keetiif kenname bilbiluudhaan turjumaana haasofsiisi.

**فارسی (Persian):** شما حق دارید که بدون هیچ هزینه ای به زبان خود کمک دریافت کنید. اگر درباره مزایای خود سوالی داشته یا لازم است تا تاریخ مشخصی اقدامی بعمل آورید، برای صحبت با یک مترجم شفاهی با شماره تلفن ارائه شده برای ایالت یا منطقه خود تماس بگیرید.

**lokaiahn Pohnpei (Pohnpeian):** Komw anehki pwung en rapahki sounkawehwe en omw palien lokaia ni sohte isaihs. Ma mie iren owmi kalelapak ohng kosoandi me pid kamwau pe kan, de anahne komwi en mwekid ohng rahn me kileledi, ah komw anahne koahl nempe me sansalehr (insert number here) ohng owmi palien wehi pwe komwi en lokaiaiang owmi tungoal soun kawehwe.

**Português (Portuguese):** Você tem o direito de obter ajuda em seu idioma sem nenhum custo. Se você tiver dúvidas sobre seus benefícios, ou caso seja necessário que você tome alguma medida até uma data específica, ligue para o número fornecido para seu estado ou região para falar com um intérprete.

60514124 KPIC SF 2016 (NCR SCR CO GA MAS NW)

**ਪੰਜਾਬੀ (Punjabi):** ਤੁਹਾਨੂੰ ਬਿਨਾਂ ਕਿਸੇ ਸੁਲਕ ਤੇ ਆਪਣੀ ਭਾਸ਼ਾ ਵਿਚ ਮਦਦ ਪਾਉਣ ਦਾ ਹੱਕ ਹੈ. ਜੇਕਰ ਤੁਹਾਡੇ ਆਪਣੇ ਫਾਇਦਿਆਂ ਬਾਰੇ ਸਵਾਲ ਹਨ, ਜਾਂ ਤੁਹਾਨੂੰ ਕਿਸੇ ਨਿਸ਼ਚਿਤ ਮਿਤੀ ਤੱਕ ਕਾਰਵਾਈ ਕਰਨ ਦੀ ਲੋੜ ਪਵੇ, ਤਾਂ ਦੁਭਾਸ਼ੀਏ ਨਾਲ ਗੱਲ ਕਰਨ ਲਈ ਆਪਣੇ ਰਾਜ ਜਾਂ ਇਲਾਕੇ ਲਈ ਮੁਹੱਈਆ ਕਰਵਾਏ ਗਏ ਨੌਬਰ ਤੇ ਫੋਨ ਕਰੋ.

**Română (Romanian):** Aveți dreptul de a solicita ajutor care să vă fie oferit în mod gratuit în limba dumneavoastră. Dacă aveți întrebări legate de beneficiile dumneavoastră sau vi se solicită să luați măsuri până la o anumită dată, sunați la numărul de telefon furnizat pentru statul sau regiunea dumneavoastră pentru a sta de vorbă cu un interpret.

**Русский (Russian):** У вас есть право получить бесплатную помощь на своем языке. Если у вас имеются вопросы относительно ваших преимуществ либо необходимо выполнение каких-либо действий к определенной дате, позвоните по номеру телефона для своего штата или региона, чтобы поговорить с переводчиком.

**Faa-Samoa (Samoan):** E iai lou 'aia e maua fua se fesoasoani i lou lava gagana. Afai e iai ni fesili e uiga i ou penefiti, pe e manaomia onae gaoioi a o le'i oo i se aso filifilia, vili le numera ua saunia atu mo lou setete po o vaipanoa e talanoa i se faaliliu.

**Español (Spanish):** Usted tiene derecho a obtener ayuda en su idioma sin costo alguno. Si tiene preguntas acerca de sus beneficios o si se le solicita que tome alguna medida antes de una fecha determinada, llame al número de teléfono que se proporciona para su estado o región para hablar con un intérprete.

**Tagalog (Tagalog):** Mayroon kang karapatang humingi ng tulong sa iyong wika nang walang bayad. Kung mayroon kang mga katanungan tungkol sa iyong mga benepisyo o kinakailangan mong magsagawa ng aksyon sa tiyak na petsa, tumawag sa numerong ibinigay para sa iyong estado o rehiyon para makipag-usap sa isang interpreter.

**ไทย (Thai):** ท่านมีสิทธิที่จะได้รับความช่วยเหลือในภาษาของท่านโดยไม่เสียค่าใช้จ่าย หากท่านมีคำถามเกี่ยวกับสิทธิประโยชน์ของท่าน หรือท่านจำเป็นต้องดำเนินการภายในวันที่ที่กำหนดไว้ โปรดติดต่อหมายเลขที่ให้ไว้สำหรับรัฐหรือเขตพื้นที่ของท่านเพื่อคุยกับล่าม

**Lea Faka-Tonga (Tongan):** 'Oku 'i ai ho totonu ke ma'u ha fakatonulea ta'etotongi. Kapau 'oku 'i ai ha'o fehu'i 'o fekau'aki mo ho ngaahi penefiti, pe ko ha me'a na'e fiema'u ke fai ki ha 'aho na'e tukupau atu ke fakahoko ia, taa ki he fika kuo 'oatu ki ho siteiti pe ko e vahefonua ke talanoa mo ha fakatonulea.

**Українська (Ukrainian):** У Вас є право на отримання допомоги на Вашій рідній мові безкоштовно. Якщо Ви маєте питання стосовно Ваших переваг, чи якщо Вам необхідно здійснити певну дію до конкретної дати, подзвоніть по номеру телефону, що відповідає Вашій країні чи регіону, щоб поговорити з перекладачем.

**اردو (Urdu):** آپ کو کوئی بھی قیمت ادا کرنے بغیر اپنی زبان میں مدد حاصل کرنے کا حق ہے۔ اگر آپ کے ذہن میں اپنے فوائد کے متعلق کوئی سوالات ہیں، یا آپ کو ایک مخصوص تاریخ تک عمل انجام دینے کی ضرورت ہے تو، کسی مترجم سے بت چیت کرنے کے لئے آپ کی ریاست یا علاقہ کے لئے فراہم کئے گئے نمبر پر کال کریں۔

**Tiếng Việt (Vietnamese):** Quý vị có quyền được nhận trợ giúp miễn phí bằng ngôn ngữ của mình. Nếu quý vị có các câu hỏi về các lợi ích của mình, hoặc quý vị được yêu cầu thực hiện vào một ngày cụ thể, hãy gọi đến số điện thoại được cung cấp cho bang hoặc khu vực của quý vị để trò chuyện với phiên dịch viên.

**Yorùbá (Yoruba):** O ní ẹ̀tọ́ láti gba irànwọ́ ní èdè rẹ̀ lẹ́fẹ́. Tí o bá ní ibéèrè nipa àwọn ànfàní rẹ̀ tàbí o ní láti gbé igbésẹ̀ kan ní ojọ kan pátọ̀, pe nọmbà tí a pèsè fún ipínlẹ̀ rẹ̀ tàbí agbègbè láti bá ògbùfọ̀ kan sọrọ̀.



## Your Rights and Protections Against Surprise Medical Bills

When you get emergency care or are treated by an out-of-network provider at an in-network hospital or ambulatory surgical center, you are protected from balance billing. In these cases, you shouldn't be charged more than your plan's copayments, coinsurance and/or deductible.

### **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](#), like a [copayment](#), [coinsurance](#), or [deductible](#). You may have additional 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 and/or your plan does not cover out-of-network Services.

“Out-of-network” means providers and facilities that haven't signed a contract with your health plan to provide Services. Out-of-network providers may be allowed to bill you for the difference between what your plan pays and the full amount charged for a Service. This is called “**balance billing**.” This amount is likely more than your in-network costs for the same Service and might not count toward your plan's deductible or annual out-of-pocket limit. Your health plan coverage may not cover out-of-network Services when you agree (consent) to receive Services from the out-of-network providers.

“Surprise billing” is an unexpected balance bill. This can happen when you can't control who is involved in your care—like when you have an emergency or when you schedule a visit at an in-network facility but are unexpectedly treated by an out-of-network provider. Surprise medical bills could cost thousands of dollars depending on the procedure or Service. Providers and facilities are not balance billing you when they seek to collect cost sharing or another amount that you agreed to pay or are required to pay under your plan for the Services that they provided.

### **You're protected from balance billing for:**

#### **Emergency Services**

If you have an emergency medical condition and get emergency Services from an out-of-network provider or facility, the most they can bill you is your plan's in-network cost-sharing amount (such as copayments, coinsurance, and deductibles). You **can't** be balance billed for these emergency Services. This includes Services you may get after you're in stable condition, unless you give written consent and give up your protections not to be balanced billed for these post-stabilization Services.

#### **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 can bill you is your plan's in-network cost-sharing amount. This applies to emergency medicine, anesthesia, pathology, radiology, laboratory, neonatology,

assistant surgeon, hospitalist, or intensivist Services, or when an in-network provider is not available. These providers **can't** balance bill you and may **not** ask you to give up your protections not to be balance billed.

If you get other types of Services at these in-network facilities, out-of-network providers **can't** balance bill you, unless you give written consent and give up your protections.

**You're never required to give up your protections from balance billing. You also aren't required to get out-of-network care. You can choose a provider or facility in your plan's network.**

**When balance billing isn't allowed, you also have these protections:**

- You're only responsible for paying your share of the cost (like the copayments, coinsurance, and deductible that you would pay if the provider or facility was in-network). Your health plan will pay any additional costs to out-of-network providers and facilities directly.
- Generally, your health plan must:
  - Cover emergency Services without requiring you to get approval for Services in advance (also known as "prior authorization").
  - Cover emergency Services by out-of-network providers and facilities.
  - Base what you owe the provider or facility (your 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 non-emergency Services provided by certain out-of-network providers at an in-network facility toward your in-network deductible and out-of-pocket limit.

**If you think you've been wrongly billed by a provider or facility, contact the federal government at: 1-800-985-3059.**

Visit <https://www.cms.gov/nosurprises/consumers> for more information about your rights under federal law.