



# guide to YOUR BENEFITS AND SERVICES



kaiserpermanente.org

## YOUR 2008 GROUP EVIDENCE OF COVERAGE

### Select Delivery Care System



This plan has Excellent Accreditation from the NCQA.  
See 2007 NCQA Guide for more information on Accreditation.



**KAISER PERMANENTE®**

**Kaiser Foundation Health Plan  
of the Mid-Atlantic States, Inc.**  
2101 East Jefferson Street  
Rockville, Maryland 20849

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## **SECTION 1 – Introduction**

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This Evidence of Coverage (EOC) describes “Kaiser Permanente Select<sup>SM</sup>” health care coverage provided under the Agreement between Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. and your Group. In this EOC, Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. is sometimes referred to as “Health Plan,” “we,” or “us.” Members are sometimes referred to as “you.” Some capitalized terms have special meaning in this EOC, please see the “Definitions” section of this EOC for terms you should know.

The term of this EOC is based on your Group’s contract year and your effective date of coverage. Your Group’s benefits administrator can confirm that this EOC is still in effect.

Health Plan provides health care Services directly to its Members through an integrated medical care system, rather than reimburse expenses on a fee-for-service basis. The EOC should be read with this direct-service nature in mind. Under our Agreement with your Group, we have assumed the role of a “named fiduciary,” a party responsible for determining whether you are entitled to benefits under this EOC. Also, as named fiduciary, we have the authority to review and evaluate claims that arise under this EOC. We conduct this evaluation independently by interpreting the provisions of this EOC.

### **Kaiser Permanente Select<sup>SM</sup>**

Kaiser Permanente Select<sup>SM</sup> provides health care Services to Members using Plan Providers located throughout our Service Area, which is described in the “Definitions” section of this EOC.

You must receive care from Plan Providers within our Service Area, except for:

- Emergency Services
- Urgent Care Services outside our Service Area
- Authorized Referrals
- Covered Services received in Other Kaiser Permanente Regions

Through our medical care system, you have convenient access to all of the covered health care Services you may need, such as routine care with your own Plan Physician, hospital care, nurses, laboratory and pharmacy Services and supplies, and other benefits described in the “Benefits” section.

## **Who is Eligible**

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### **General**

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

- A. You must meet your Group's eligibility requirements that we have approved (your Group is required to inform Subscribers of the Group's eligibility requirements) and meet the Subscriber or Dependent eligibility requirements below.
- B. You must live or work in our Service Area (our Service Area is described in the “Definitions” section).

However, you or your Spouse’s eligible children who live outside our Service Area may be eligible to enroll if they are a full-time college student, or you are required to cover them pursuant to any court order, court-approved agreement, or testamentary appointment. Please note that coverage is limited to only Emergency Services and Urgent Care Services provided outside of our Service Area, unless you elect to bring the Dependent within our Service Area to receive covered Services from Plan Providers.

- C. Neither you nor any member of your family may enroll under this EOC if you or any dependent have ever had entitlement to Services through Health Plan terminated for:
  - (1) If you or any Dependent have ever had entitlement to receive Services through us terminated for any of the reasons listed under “Termination for Cause” in the “Termination of Membership” section, neither you nor any member of your family is eligible to enroll under this EOC.
  - (2) You may not enroll under this EOC until you pay all amounts owed by you and your Dependents if you were ever a subscriber in this or any other plan who had entitlement to receive Services through us terminated for:
    - a. failure of you or your Dependent to pay any amounts owed to us, Kaiser Foundation Hospitals, or Medical Group, or
    - b. failure to pay your Cost Share to any Plan Provider, or
    - c. failure to pay non-group Premium.

**Subscribers**

You may be eligible to enroll as a Subscriber if you are entitled to Subscriber coverage under your Group's eligibility requirements that we have approved (for example, an employee of your Group who works at least the number of hours specified in those requirements).

**Dependents**

If you are a Subscriber, the following persons may be eligible to enroll as your Dependents:

- A. Your Spouse;
- B. Your or your Spouse's dependent, unmarried child who is under the age limit specified in the Summary of Services and Cost Shares section of the Appendix, including:
  - (i) natural child,
  - (ii) stepchild,
  - (iii) adopted child,
  - (iv) grandchild,
  - (v) child placed with the Subscriber or Subscriber's Spouse for legal adoption, or
  - (vi) child who is: (a) under the testamentary or court-appointed guardianship, other than temporary guardianship of less than 12 months duration, of the Subscriber or Subscriber's Spouse, (b) resides with the Subscriber, and (c) is a dependent of the Subscriber or the Subscriber's Spouse.

"Dependent child" shall mean "dependent" of the Subscriber and/or Subscriber's Spouse as that term is used in 26 U.S.C. §§104, 105, and 106, and any regulations adopted under those sections.

You or your Spouse's currently enrolled Dependents may continue membership beyond the age limit for Dependents, discussed in this section, if all of the following requirements are met:

- A. he or she is incapable of self-sustaining employment because of mental or physical incapacity that occurred prior to reaching the age limit for Dependents; and
- B. he or she is chiefly dependent upon you for their support and maintenance.

You must provide us with proof of their incapacity and dependency within 31 days after we request it.

**Note:** We will not use, require or request a genetic test, the results of a genetic test, genetic information, or genetic services for the purpose of rejecting, limiting, canceling or refusing to renew a health insurance policy or contract. In addition, genetic information or the request for such information shall not be used to increase the rates of, affect the terms or conditions of, or otherwise affect a Member's coverage.

We will not release identifiable genetic information or the results of a genetic test to any person who is not an employee of Health Plan or a Plan Provider who is active in the Member's health care, without prior written authorization from the Member from whom the test results or genetic information was obtained.

**Enrollment and Effective Date of Coverage**

Membership begins at 12:00 a.m. (the time at the location of the administrative office of Health Plan at 2101 East Jefferson Street, Rockville, Maryland 20852) on the membership effective date. Eligible individuals may enroll as follows:

**New Employees and Their Dependents**

If you are a new employee, you may enroll yourself and any eligible Dependents by submitting a Health Plan-approved enrollment application to your Group within 31 days after you become eligible (you should check with your Group to see when new employees become eligible).

Group shall notify its employees and their enrolled dependents of their effective date of membership if such date is different than the effective date of the Group Agreement as specified on the Face Sheet, or is different than the dates specified under "Special Enrollment Due to Newly Acquired Dependents" listed below.

**Special Enrollment Due to Newly Acquired Dependents**

As a Subscriber, you may add newly eligible Dependents, by submitting a Health Plan-approved enrollment application to your Group within 31 days after a Dependent first becomes eligible, when additional Premium are required.

If you are otherwise eligible as a Subscriber, but you are not enrolled for coverage at the time you acquire a newly eligible Dependent, you may enroll at the same time as the as the newly eligible Dependent. If you are not enrolled at the time we receive a court order to add a child, we will enroll you and the child pursuant to the requirements and time frames

established by §15-405(f) of the Maryland Insurance Article.

The membership effective date for newly acquired Dependents will be:

- A. For a new spouse, the date of marriage.

If payment of additional Premium is required to provide coverage for the new spouse then, in order for coverage to continue beyond 31 days from the date of marriage, notification of marriage and payment of additional Premium must be provided within 31 days of the date of marriage, otherwise coverage for the spouse will terminate 31 days from the date of marriage.

- B. For newborn children, the moment of birth.

If payment of additional Premium is required to provide coverage for the newborn child then, in order for coverage to continue beyond 31 days from the date of birth, notification of birth and payment of additional Premium must be provided within 31 days of the date of birth, otherwise coverage for the newborn will terminate 31 days from the date of birth.

- C. For children, stepchildren, grandchildren, or adopted children who become eligible through Subscriber's marriage, the date of the marriage.

If payment of additional Premium is required to provide coverage for the child(dren) then, in order for coverage to continue beyond 31 days from the date of eligibility, notification of eligibility and payment of additional Premium must be provided within 31 days of the date of eligibility, otherwise coverage for the newly eligible child(ren) will terminate 31 days from the date of eligibility.

- D. For newly adopted children (including children newly placed for adoption), the "date of adoption."

The "date of adoption" means the earlier of: (1) a judicial decree of adoption, or (2) the assumption of custody or placement with the Subscriber or Subscriber's Spouse, pending adoption of a prospective adoptive child by a prospective adoptive parent.

If payment of additional Premium is required to provide coverage for the child then, in order for coverage to continue beyond 31 days from the date of adoption, notification of adoption and payment of additional Premium must be provided within 31 days of the date of adoption, otherwise

coverage for the newly adopted child will terminate 31 days from the date of adoption.

- E. For a newly eligible grandchild, the date the grandchild is placed in your or your Spouse's custody.

If payment of additional Premium is required to provide coverage for the child then, in order for coverage to continue, notification of the court ordered custody and payment of additional Premium must be provided within 31 days of the date of the court ordered custody, otherwise coverage terminates 31 days from the date of the court ordered custody.

- F. For children who are newly eligible for coverage as the result of a court or administrative order received by you or your Spouse, the date of the court or administrative order.

If payment of additional Premium is required to provide coverage for the child, notification of the court or administrative order may be provided at any time but, payment of additional Premium must be provided within 31 days of enrollment of the child, otherwise, enrollment of the child will be void. Enrollment for such child will be allowed in accordance with Section 15-405(c) of the Insurance Article, if applicable. Other unmarried Dependents who attain eligibility for enrollment due to a court or administrative order may be enrolled within 31 days of such event.

- G. For children who are newly eligible for coverage as the result of guardianship granted by court or testamentary appointment, the date of court or testamentary appointment.

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

**Special Enrollment due to Loss of Other Coverage**

You may enroll as a Subscriber (along with any eligible Dependents), and existing Subscribers may add eligible Dependents, by submitting a Health Plan-approved enrollment application to your Group within 31 days after the enrolling persons lose other coverage if:

- A. The enrolling persons had other coverage when you previously declined Health Plan coverage for them (some groups require you to have stated in

writing when declining Health Plan coverage that other coverage was the reason), and

- B. The loss of the other coverage is due to (1) exhaustion of COBRA coverage or Continuation of Coverage under Maryland law, or (2) in the case of non-COBRA coverage, loss of eligibility or termination of employer contributions, but not because of individual nonpayment.

Exception: If you are enrolling yourself as a Subscriber along with at least one eligible Dependent, only one of you need lose other coverage, and only one of you must have had other coverage when you previously declined Health Plan coverage.

Your Group will let you know the membership effective date, which will be no later than the first day of the month following the date your Group receives the enrollment application.

### **Open Enrollment**

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You may enroll as a Subscriber (along with any eligible Dependents), and existing Subscribers may add eligible Dependents, by submitting a Health Plan-approved enrollment application to your Group during the open enrollment period. Your Group will let you know when the open enrollment period begins and ends and your membership effective date.

### **Premium**

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Members are entitled to health care coverage only for the period for which we have received the appropriate Premium from your Group. You are responsible for any Member contribution to the Premium and your Group will tell you the amount and how you will pay it to your Group (through payroll deduction, for example).

## **SECTION 2 – How to Obtain Services**

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To receive covered Services, you must be a current Health Plan Member. Anyone who is not a Member will be billed for any Services we provide at Allowable Charges, and claims for Emergency or Urgent Care Services from non-Plan Providers will be denied.

As a Member, you are selecting our medical care system to provide your health care. You must receive all covered Services from Plan Providers inside our Service Area, except as described under the following headings:

- Emergency Services, in Section 3: “Benefits”
- Urgent Care Outside our Service Area, in Section 3: “Benefits”
- Getting a Referral, in this section
- Visiting Other Kaiser Foundation Health Plan or Allied Plan Service Areas, in this section
- Visiting Member Services, in Section 3: “Benefits”

### **Your Primary Care Plan Physician**

Your primary care Plan Physician plays an important role in coordinating your health care needs, including hospital stays and referrals to specialists (which shall include non-physician specialists). We encourage you to choose a primary care Plan Physician when you enroll. Each member of your family should have his or her own primary care Plan Physician. If you do not select a primary care Plan Physician upon enrollment, we will assign you one near your home.

You may select a primary care Plan Physician from the following areas: internal medicine, family practice, and pediatrics. A listing of all primary care Plan Physicians is provided to you on an annual basis.

You may also access our Provider Directory online at the following Web site address:

[www.kaiserpermanente.org](http://www.kaiserpermanente.org)

To learn how to choose or change your primary care Plan Physician, please call our Member Services Department at:

*Inside the Washington, D.C., Metropolitan area*  
301-468-6000  
TDD 301-879-6 380

*Outside the Washington, D.C. Metropolitan area*  
1-800-777-7902

Our Member Services Representatives are available to assist you Monday through Friday from 7:30 a.m. until 5:30 p.m.

### **Getting a Referral**

Plan Providers offer primary medical, pediatric, and obstetrics/gynecology care as well as specialty care in areas such as general surgery, orthopedic surgery, dermatology, and other medical specialties. If your primary care Plan Physician decides, in consultation with you, that you require covered Services from a Specialist, you will be referred to a Plan Provider in your provider network who is a specialist that can provide the care you need.

If your primary care Plan Physician decides that you require covered Services not available from us, he or she will refer you to a non-Plan Provider inside or outside our Service Area. You must have an approved written referral to the non-Plan Provider in order for us to cover the Services. Copayments, Coinsurance and Deductibles for approved referral Services are the same as those required for Services provided by a Plan Provider.

There are specific Services that do not require a referral from your primary care Plan Physician. However, you must obtain the care from a Plan Provider. These Services include the following:

- (1) Chemical dependency and mental health Services. However, you must contact the Behavioral Health Access Unit for assistance with arranging for and scheduling of covered Services. The Behavioral Access Unit may be reached at 1-866-530-8778.
- (2) Medically necessary Services, including but not limited to routine obstetric and gynecological services (including care rendered by a certified nurse-midwife or any other in-plan provider authorized to provide obstetric and gynecological services).
- (3) Optometry services.
- (4) Urgent care services provided inside our Service Area.

### **Standing Referrals to Specialists (including Non-physician Specialists)**

If you suffer from a life-threatening, degenerative, chronic or disabling disease or condition that requires specialized care, your primary care Plan Physician may determine, in consultation with you and the specialist, that your needs would be best served through the continued care of a specialist. In such instances, your primary care Plan Physician will issue a standing referral to the specialist.

For a member who is pregnant, after the Member receives a standing referral to an obstetrician, the obstetrician is responsible for the primary management of the Member's pregnancy, including the issuance of referrals in accordance with Health Plan's policies and procedures, through the postpartum period.

With the exception of standing referrals to obstetricians for pregnant women, as stated above, all standing referrals will be made in accordance with a written treatment plan developed by your primary care Plan Physician, specialist, and you. The treatment plan may limit the number of visits to the specialist or the period of time in which visits to the specialist are authorized. We retain the right to require the specialist to provide the primary care Plan Physician with ongoing communication about your treatment and health status.

### **Referrals to Non-Plan Specialists**

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A Member may request a referral to a non-participating specialist, including a non-physician specialist, in accordance with the requirements listed below:

- The Member has been diagnosed with a condition or disease that requires specialized medical care and Health Plan does not have in its provider panel a specialist (including a non-physician specialist) with the professional training and expertise to treat the condition or disease; or
- Health Plan cannot provide reasonable access to a specialist (including a non-physician specialist) with the professional training and expertise to treat the condition or disease without unreasonable delay or travel.

You must have an approved written referral to the non-Plan Provider in order for us to cover the Services. Copayments, Coinsurance and Deductibles for approved referral Services are the same as those required for Services provided by a Plan Provider.

### **Second Opinions**

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You may receive a second medical opinion from a Plan Physician upon request.

### **Plan Facilities and Our Network of Plan Providers**

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Our facilities include Plan Medical Centers and Plan Hospitals located within our Service Area. You can receive most of the covered Services you routinely need, as well as some specialized care, at Plan Medical Centers.

If you have selected a primary care Plan Physician located in one of our Plan Medical Centers, you will receive most of your health care Services at our Plan Medical Centers. When you require specialty care, your primary care Plan Physician will work with you to select the specialist from our listing of Plan Providers.

When using a Plan Hospital, you will be referred to a Plan Hospital within the delivery system where the Plan Provider who is providing the Service has admitting privileges.

For the most up-to-date list of Plan Medical Centers and Plan Providers, visit our Web site at [www.kaiserpermanente.org](http://www.kaiserpermanente.org). To request a provider directory, please call our Member Services Department at the number listed on your Health Plan identification card.

### **Getting the Care You Need: Emergency Services, Urgent Care, and Advice Nurses**

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Emergency Services are covered 24 hours a day, seven days a week anywhere in the world. If you think you have a medical emergency condition, call 911 or go to the nearest emergency room. For coverage information about emergency care, including emergency benefits away from home, refer to Emergency Services in the "Benefits" section.

#### **Getting Advice from our Advice Nurses**

If you are not sure you are experiencing a medical emergency, or for Urgent Care Services (for example, a sudden rash, high fever, severe vomiting, ear infection, or a sprain), you may call our advice nurses at

*Inside the Washington, D.C. Metropolitan Area*  
703-359-7878  
TDD 703-359-7616

*Outside the Washington, D.C. Metropolitan Area*  
1-800-777-7904  
TDD at 1-800-700-4901

After office hours, call: 1-800-677-1112. You can call this number from anywhere in the United States, Canada, Puerto Rico, or the Virgin Islands.

Our advice nurses are registered nurses (RNs) specially trained to help assess medical problems and provide medical advice. They can help solve a problem over the phone and instruct you on self-care at home if appropriate. If the problem is more severe and you need an appointment, they will help you get one.

### **Making Appointments**

When scheduling appointments it is important to have your identification card handy. If your primary care Plan Physician is located in a Plan Medical Office, please call:

*Inside the Washington, D.C. Metropolitan Area*  
703-359-7878  
TDD 703-359-7616

*Outside the Washington, D.C. Metropolitan Area*  
1-800-777-7904  
TDD at 1-800-700-4901

If your primary care Plan Physician is not located in a Plan Medical Office, please call his or her office directly. You will find his or her telephone number on the front of your identification card.

### **Missed Appointments Fee**

If you cannot keep a scheduled medical appointment, please notify your health care professional's office at least one day prior to the appointment. If you fail to cancel your appointment, you will be responsible for the payment of an administrative fee of \$25. This will not count toward your Copayment or Out-of-Pocket Maximum, if applicable. (Please refer to the Cost Share Appendix of this Agreement.)

### **Using Your Identification Card**

Each Member has a Health Plan ID card with a Medical Record Number on it to use when you call for advice, make an appointment, or go to a Plan Provider for care. The Medical Record Number is used to identify your medical records and membership information. You should always have the same Medical Record Number. If you need to replace your card, or if we ever inadvertently issue you more than one Medical Record Number, please let us know by calling our Member Services Department in the Washington, D.C., Metropolitan area at 301-468-6000, or in the Baltimore, Maryland Metropolitan Area at 1-800-777-7902. Our TDD is 301-879-6 380.

***Your ID card is for identification only.*** You will be issued a Kaiser Membership card that will serve as evidence of your membership status. In addition to your Membership card, you may be asked to show a valid photo ID at your medical appointments. Allowing another person to use your Membership card will result in forfeiture of your card and may result in termination of your membership.

### **Visiting Other Kaiser Foundation Health Plan or Allied Plan Service Areas**

If you visit a different Kaiser Foundation Health Plan or allied plan service area temporarily (not more than 90 days), you can receive visiting member care from designated providers in that area. The covered Services, Copayments, Coinsurance and Deductibles may differ from those in this Service Area, and are governed by the Kaiser Permanente program for visiting members. This program does not cover certain Services, such as transplant Services or infertility Services. Also, except for Out-of-Plan Emergency Services, your right to receive covered Services in the visited service area ends after 90 days unless you receive prior written authorization from us to continue receiving covered Services in the visited service area. The 90-day limit on visiting member care does not apply to a dependent child who attends an accredited college or accredited vocational school.

To receive more information about visiting member Services, including facility locations across the United States, you may call our Member Services Department:

*Inside the Washington, D.C. Metropolitan Area*  
301-468-6000  
TDD 301-816-6344

*Outside the Washington, D.C. Metropolitan Area*  
1-800-777-7902

Service areas and facilities where you may obtain visiting member care may change at any time.

The following visiting member care is covered when it is provided or arranged by a Plan Physician in the visited service area. The benefits may not be the same as those you receive in your home service area. Except for outpatient prescription drugs, these benefits are provided at no charge to you.

#### **Hospital Inpatient Care:**

- Physician Services
- Room and board
- Necessary Services and supplies
- Maternity Services
- Prescription drugs

#### **Outpatient Care:**

- Office visits
- Outpatient surgery
- Physical, speech and occupational therapy (up to 20 visits for physical therapy per incident; up to two months for occupational and speech therapy)
- Allergy tests and allergy injections
- Dialysis care

**Laboratory and X-Ray:**

- Covered in or out of the hospital

**Outpatient Prescription Drugs:**

- Covered only if you have an outpatient prescription drug benefit (regular home Service Area Copayments, Coinsurance, Deductibles, exclusions and limitations apply)

**Mental Health Services Other than for Emergency or Urgent Care services:**

- Outpatient visits and inpatient hospital days

**Substance Abuse Treatment Other than for Emergency or Urgent Care services:**

- Inpatient and outpatient medical detoxification and other outpatient visits

**Skilled Nursing Facility Care:**

- Up to 100 days per calendar year

**Home Health Care:**

- Home health care Services inside the visited service area

**Hospice Care:**

- Home-based hospice care inside the visited service area

**Pre-Authorization Required for Certain Services**

The following Services require preauthorization from your home Service Area while you are visiting another Health Plan or allied plan service area:

- Inpatient physical rehabilitation
- Mental health hospital services in excess of 10 days
- Residential facility admissions for chemical dependency
- Outpatient mental health or chemical dependency benefits beyond 20 visits

**Visiting Member Service Exclusions**

The following Services are not covered under your visiting member benefits. (“Services” include equipment and supplies.) However, some of these Services, such as Emergency Services, may be covered under your home Service Area benefits, and applicable Copayments, Coinsurance and/or Deductibles will apply. For coverage information, refer to the “Benefits” section of this EOC.

- Services that are not medically necessary
- Physical examinations and related Services for insurance, employment, or licensing
- Drugs for the treatment of sexual dysfunction disorders
- Dental care and dental X-rays
- Services to reverse voluntary infertility
- Infertility Services

- Services related to conception by artificial means, such as IVF and GIFT
- Experimental Services and all clinical trials
- Cosmetic surgery or other Services primarily to change appearance
- Custodial care and care provided in an intermediate care facility
- Services related to sexual reassignment
- Transplants and related care
- Complementary and alternative medicine Services, such as chiropractic services
- Services received as a result of a written referral from a Plan provider in your home service area
- Emergency Services, including emergency ambulance Services
- Services that are excluded or limited in your home Service Area

**Moving to Another Health Plan or Allied Plan Service Area**

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If you move to another Kaiser Foundation Health Plan or allied plan service area, you may be able to transfer your Group membership if there is an arrangement with your Group in the new service area. However, eligibility requirements, benefits, Premium, Copayments, Coinsurance and Deductibles may not be the same in the other service area. You should contact your Group’s employee benefits coordinator before you move.

## SECTION 3 – Benefits

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

- A Plan Physician determines that the Services are medically necessary to prevent, diagnose, or treat a medical condition. A Service is medically necessary only if a Plan Physician determines that it is medically appropriate for you and, based on medical guidelines, there is a reasonable possibility that its omission would adversely affect your health.
- The Services are provided, prescribed, authorized, or directed by a Plan Physician.
- You receive the Services at a Plan Facility or Skilled Nursing Facility, and inside our Service Area, except where specifically noted to the contrary in this EOC.
- You have met any Deductible requirement described in the "Deductibles" section of the Summary of Cost Shares section of the Appendix.

We will not cover other Services provided by a non-Plan Provider, or outside our Service Area, except for:

- Emergency Services
- Urgent Care outside our Service Area
- Authorized referrals
- Care in other Health Plan Regions

**Exclusions and Limitations:** Exclusions and limitations that apply only to a particular benefit are described in this section. Other exclusions, limitations, and reductions that affect benefits are described in the “Exclusions, Limitations, and Reductions” section and the Summary of Services and Cost Shares of this EOC.

**Note:** The “Summary of Services and Cost Shares” section of the Appendix lists the Copayments, Coinsurances and Deductibles, if any, that apply to the following covered Services. Your Cost Share will be determined by the type and place of Service.

### **A. Outpatient Care**

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We cover the following outpatient care for preventive medicine, diagnosis, and treatment:

- Primary care visits for internal medicine, family practice, pediatrics, and obstetrics and gynecology (refer to “Preventive Health Care Services” for coverage of preventive care Services);

- Specialty care visits (refer to “Referrals to Plan Providers” in the “How to Obtain Services” section for information about referrals Plan specialists);
- Consultations and immunizations for foreign travel;
- Diagnostic testing for care or treatment of an illness, or to screen for a disease for which you have been determined to be at high risk for contracting, including, but limited not to:
  - Diagnostic examinations, including digital rectal exams and prostate antigen (PSA) tests provided:
    - for men who are between 40 and 75 years of age;
    - when used for male patients who are at high risk for prostate cancer according to the most recent published guidelines of the American Cancer Society;
    - when used for the purpose of guiding patient management in monitoring the response to prostate cancer treatment; and
    - when used for staging in determining the need for a bone scan in patients with prostate cancer;
  - Colorectal cancer screening, specifically screening with an annual fecal occult blood test, flexible sigmoidoscopy or colonoscopy, or in appropriate circumstances radiological imaging, for persons, who are at high risk of cancer, in accordance with the most recently published guidelines of the American Cancer Society;
  - Bone mass measurement for the prevention, diagnosis, and treatment of osteoporosis for a qualified individual when a Plan Provider requires the bone mass measurement. A “qualified individual” means
    - an estrogen deficient individual at clinical risk for osteoporosis;
    - an individual with a specific sign suggestive of spinal osteoporosis, including roentgeno-graphic osteopenia or roentgenographic evidence suggestive of collapse, wedging, or ballooning of one or more thoracic or lumbar vertebral bodies, who is a candidate for therapeutic intervention or for an extensive diagnostic evaluation for metabolic bone disease;
    - an individual receiving long-term gluco-corticoid (steroid) therapy;

- an individual with primary hyperparathyroidism; or
  - an individual being monitored to assess the response to or efficacy of an approved osteoporosis drug therapy
- (Refer to “Preventive Health Services” for coverage of preventive care tests and screening Services);
- Outpatient surgery;
  - Anesthesia;
  - Chemotherapy and radiation therapy;
  - Respiratory therapy;
  - Medical social services;
  - House calls when care can best be provided in your home as determined by a Plan Provider; and
  - After hours urgent care received after the regularly scheduled hours of the Plan Provider or Plan Facility. Refer to the Urgent Care provision for covered Services.

Additional outpatient Services are covered, but only as specifically described in this “Benefits” section, and subject to all the limits and exclusions for that Service.

### **B. Hospital Inpatient Care**

We cover the following inpatient Services in a Plan Hospital, when the Services are generally and customarily provided by an acute care general hospital in our Service Area:

- Room and board, including private room when deemed medically necessary;
- Specialized care and critical care units;
- General and special nursing care;
- Operating and recovery room;
- Plan Physicians’ and surgeons’ Services, including consultation and treatment by specialists;
- Anesthesia;
- Medical supplies;
- Chemotherapy and radiation therapy;
- Respiratory therapy; and
- Medical social Services and discharge planning.

Additional inpatient Services are covered, but only as specifically described in this “Benefits” section, and subject to all the limits and exclusions for that Service.

### **C. Accidental Dental Injury Services**

We cover restorative Services necessary to promptly repair, but not replace, Sound Natural Teeth that have been injured as the result of an external force.

Coverage is provided when all of the following conditions have been satisfied:

- The accident has been reported to your primary care Plan Physician within 72 hours of the accident.
- A Plan Provider provides the restorative dental Services.
- The injury occurred as the result of an external force that is defined as violent contact with an external object, not force incurred while chewing.
- The injury was sustained to Sound Natural Teeth.
- The covered Services must begin within 60 days of the injury.
- The covered Services are provided during the 12 consecutive month period commencing from the date that treatment for the injury started.

Coverage under this benefit is provided for the most cost-effective procedure available that, in the opinion of the Plan Provider, would produce the most satisfactory result.

For the purposes of this benefit, Sound Natural Teeth are defined as a tooth or teeth that (a) have not been weakened by existing dental pathology such as decay or periodontal disease, or (b) have not been previously restored by a crown, inlay, onlay, porcelain restoration, or treatment by endodontics.

### **Accidental Dental Injury Services Exclusions:**

- Services provided by non-Plan Providers.
- Services provided after 12 months from the date treatment for the injury commenced.
- Services for teeth that have been avulsed (knocked out) or that have been so severely damaged that in the opinion of the Plan Provider, restoration is impossible.

### **D. Allergy Services**

We cover the following allergy Services:

- Evaluations and treatment
- Injection visits and serum

### **E. Ambulance Services**

We cover licensed ambulance Services only if: (1) your condition requires either the basic life support, advanced life support, or critical care life support capabilities of an ambulance for inter-facility or home transfer; and (2) the ambulance transportation has been ordered by a Plan Provider. Coverage is also provided for medically necessary transportation or Services rendered as the result of a 911 call. Your Cost Share will apply to each encounter, whether or

not transport was required.

We will not cover ambulance transportation Services in any other circumstances, even if no other transportation is available. We cover ambulance Services only inside our Service Area, except as covered under the “Emergency Services” provision in this section of the EOC.

**Ambulance Services Exclusions:**

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

**F. Anesthesia for Dental Services**

We cover general anesthesia and associated hospital or ambulatory facility Services for dental care provided to Members:

- Who are 7 years of age or younger or are developmentally disabled;
- For whom a successful result cannot be expected from dental care provided under local anesthesia because of a physical, intellectual, or other medically compromising condition; and
- For whom a superior result can be expected from dental care provided under general anesthesia; or
- Who are 17 years of age or younger who is extremely uncooperative, fearful, or uncommunicative with dental needs of such magnitude that treatment should not be delayed or deferred; and
- Whom a lack of treatment can be expected to result in oral pain, infection, loss of teeth, or other increased oral or dental morbidity; or
- For adults age 17 and older when the Member’s medical condition requires that dental service be performed in a hospital or ambulatory surgical center for the safety of the Member (e.g., heart disease and hemophilia).

General anesthesia and associated hospital and ambulatory facility charges will be covered only for dental care that is provided by:

- A fully accredited specialist in pediatric dentistry; or
- A fully accredited specialist in oral and maxillofacial surgery; and
- For whom hospital privileges has been granted.

**Anesthesia for Dental Services Exclusions:**

- The dentist or specialist’s professional Services.
- Anesthesia and associated facility charges for dental care for temporomandibular joint (TMJ) disorders.

**G. Blood, Blood Products and Their**

**Administration**

We cover blood, blood products, both derivatives and components, including the collection and storage of autologous blood for elective surgery, as well as cord blood procurement and storage for approved medically necessary care, when authorized by a Plan Provider. The administration of blood and blood products are also covered.

In addition, benefits shall be provided for the purchase of blood products and blood infusion equipment required for home treatment of routine bleeding episodes associated with hemophilia and other congenital bleeding disorders when the home treatment program is under the supervision of the state-approved hemophilia treatment center.

**Blood, Blood Products and Their Administration Limitations:**

- Member recipients must be designated at the time of procurement of cord blood.

**Blood, Blood Products and Their Administration Exclusions:**

- Directed blood donations.

**H. Chemical Dependency and Mental Health Services**

**Mental Illness, Emotional Disorders, Drug and Alcohol Abuse Services**

We cover the treatment of mental illnesses, emotional disorders, drug abuse and alcohol abuse for conditions that in the opinion of a Plan Provider would be medically necessary and treatable. For the purposes of this benefit provision, drug and alcohol abuse means a disease that is characterized by a pattern of pathological use of a drug and/or alcohol with repeated attempts to control its use and with significant negative consequences in at least one the following areas of life: medical, legal, financial, or psycho-social.

While you are an inpatient in a licensed or certified facility or program, we cover all medical Services of physicians and other health professionals as performed, prescribed or directed by a Physician including:

- Individual therapy
- Group therapy
- Shock therapy
- Drug therapy
- Education
- Psychiatric nursing care
- Appropriate Hospital Services

Medical Services for detoxification are limited to the removal of the toxic substance or substances from the system.

We cover up to 60 days of partial hospitalization each contract year. Partial hospitalization is defined as the provision of medically directed intensive or intermediate short term treatment for mental illness, emotional disorders, and drug and alcohol abuse for a period of less than 24 hours but more than 4 hours in a day in a licensed or certified facility or program.

In an outpatient setting, we cover all necessary Services of physicians and other health care professionals to treat mental illness, emotional disorders, drug abuse and alcohol abuse, as performed, prescribed, or directed by a physician including, but not limited to:

- Evaluations
- Crisis intervention
- Individual therapy
- Group therapy
- Psychological and neuropsychological testing for diagnostic purposes
- Medical treatment for withdrawal symptoms
- Visits for the purpose of monitoring drug therapy

**Chemical Dependency and Mental Health Services Exclusions:**

- Services for Members who, in the opinion of the Plan Provider, are seeking services and supplies for other than therapeutic purposes.
- Psychological and neuropsychological testing for ability, aptitude, intelligence, or interest.
- Services on court order or as a condition of parole or probation, unless determined by the Plan Provider to be necessary and appropriate.
- Evaluations that are primarily for legal or administrative purposes, and are not medically indicated.

**Psychiatric Residential Crisis Services**

We cover residential crisis Services that are:

- Provided to a Member with a mental illness who is experiencing or is at risk of a psychiatric crisis that would impair the individual's ability to function in the community;
- Designed to prevent a psychiatric inpatient admission, provide an alternative to psychiatric inpatient admission, or shorten the length of inpatient stay;
- Provided out of the Member's residence on a short-term basis in a community-based residential setting; and

- Provided by entities that are licensed by the Department of Health and Mental Hygiene to provide residential crisis Services.

**Psychiatric Residential Crisis Services Exclusion:**

- Long-term residential treatment Services

**I. Cleft Lip, Cleft Palate or Both**

We cover inpatient and outpatient Services arising from orthodontics, oral surgery and otologic, audiological and speech/language treatment as the result of the congenital defect known as cleft lip, cleft palate, or both.

**J. Clinical Trials**

We cover the patient costs you incur for clinical trials provided on an inpatient and an outpatient basis as the result of: treatment for a life-threatening condition or prevention, early detection, and treatment studies on cancer. "Patient costs" mean the cost of a medically necessary Service that is incurred as a result of the treatment being provided to the member for purposes of the clinical trial. "Patient costs" do not include:

- (a) The cost of an investigational drug or device, except as provided below for off-label use of an FDA-approved drug or device;
- (b) The cost of non-health care services that may be required as a result of treatment in the clinical trial; or
- (c) Costs associated with managing the research for the clinical trial.

We cover the patient costs incurred for clinical trials if:

- (a) the treatment is being provided or the studies are being conducted in a Phase I, Phase II, Phase III, or Phase IV clinical trial for cancer or any other life-threatening condition;
- (b) the treatment is being provided in a clinical trial approved by:
  - one of the National Institutes of Health (NIH);
  - an NIH cooperative group or an NIH center;
  - the FDA in the form of an investigational new drug application;
  - the Federal Department of Veterans Affairs; or
  - an institutional review board of an institution in the state which has a Multiple Project Assurance Contract approved by the Office of Protection from Research Risks of the National Institutes of Health;
- (c) the facility and personnel providing the treatment are capable of doing so by virtue of their

- experience, training, and volume of patients treated to maintain expertise;
- (d) there is no clearly superior, non-investigational treatment alternative; and
- (e) the available clinical or pre-clinical data provide a reasonable expectation that the treatment will be at least as effective as the non-investigational alternative.

Note: Coverage will not be restricted solely because the Member received the Service outside the Service Area, or the Service was provided by a non-Plan Provider.

**Off-Label use of Drugs or Devices.** We also cover patient costs incurred for drugs and devices that have been approved for sale by the FDA whether or not the FDA has approved the drug or device for use in treating the patient's particular condition, to the extent that the drugs or devices are not paid for by the manufacturer, distributor or provider of that drug or device.

#### **K. Diabetic Equipment, Supplies, and Self-Management**

We cover diabetes equipment, diabetes supplies, and diabetes outpatient self-management training and educational services, including medical nutrition therapy for:

- Insulin-using diabetes;
- Insulin-dependent diabetes;
- Non-insulin using diabetes; or
- Elevated blood glucose levels induced by pregnancy, including gestational diabetes.

We cover diabetic equipment and supplies, when prescribed by a Plan Provider and purchased from a Plan Provider, including:

- (a) Diabetic equipment including insulin pump.
- (b) Blood/urine testing agents, including glucose test tablets, glucose test tape, glucose meters, and acetone test tablets.
- (c) Disposable needles and syringes in quantities needed for injecting prescribed insulin.
- (d) Glucose meter batteries

**Note:** Insulin is not covered under this benefit. Refer to the "Outpatient Prescription Drug Rider," if applicable.

#### **L. Dialysis**

If the following criteria are met, we cover dialysis Services related to acute renal failure and chronic (end-stage) renal disease:

- You satisfy all medical criteria developed by Medical Group and by the facility providing the dialysis;
- The facility (when not provided in the home) is certified by Medicare; and
- A Plan Physician provides a written referral for care at the facility.

We cover the following renal dialysis services:

- Outpatient maintenance dialysis treatments in a plan dialysis facility. Coverage includes the cost of laboratory tests, equipment, supplies and other services associated with your treatment.
- Inpatient maintenance dialysis if you are admitted to a Plan Hospital because your medical condition requires specialized Hospital services on an inpatient basis.
- Plan Provider services related to inpatient and outpatient dialysis.

We cover the following self-dialysis services:

- Training for self-dialysis at home including the instructions for a person who will assist you with self-dialysis at home.
- Services of the Plan Provider who is conducting your self-dialysis training.
- Retraining for use of new equipment for self-dialysis.

We cover home dialysis, which includes:

- Hemodialysis;
- Home intermittent peritoneal dialysis (IPD);
- Home continuous cycling peritoneal dialysis (CCPD); and
- Home continuous ambulatory peritoneal dialysis (CAPD).

#### **M. Drugs, Supplies and Supplements**

##### ***Administered Drugs, Supplies and Supplements***

We cover the following during a covered stay in a Plan Hospital or Skilled Nursing Facility, or if they require administration or observation by medical personnel and are administered to you in a Plan Medical Office or during home visits:

- Drugs, injectables, and radioactive materials used for therapeutic purposes;
- Dressings and casts;
- Vaccines and immunizations approved for use by the Food and Drug Administration (FDA) that are not considered part of routine preventive care.

**Note:** Additional Services that require administration or observation by medical personnel are covered.

See: “Outpatient Prescription Drugs Rider,” if applicable, for coverage of self-administered outpatient prescription drugs; “Preventive Health Services” for coverage of vaccines and immunizations that are part of routine preventive care; and “Allergy Services” for coverage of allergy test and treatment materials; and “Family Planning Services” for the insertion and removal of contraceptive drugs and devices..

#### **Drugs, Supplies and Supplements Exclusions**

- Drugs for which a prescription is not required by law.
- Drugs, supplies, and supplements that can be self-administered or do not require administration or observation by medical personnel.
- Drugs for the treatment of sexual dysfunction disorders.
- Drugs for the treatment of infertility. Refer to Infertility Services for coverage of administered drugs necessary for in vitro fertilization.

#### **N. Durable Medical Equipment**

Durable Medical Equipment is defined as equipment that: (a) is intended for repeated use; (b) is primarily and customarily used to serve a medical purpose; (c) is generally not useful to a person in the absence of illness or injury; and (d) meets Health Plan criteria for medical necessity.

Durable Medical Equipment does not include coverage for prosthetic devices, such as artificial eyes or legs, or orthotic devices, such as braces or therapeutic shoes. Refer to “Prosthetic Devices” for coverage of internal prosthetic devices, ostomy and urological supplies and hair and breast prosthesis. Additional coverage for external prosthesis and orthotic devices is only covered if a Prosthetic and Orthotic Devices Rider is attached to this EOC.

#### **Basic Durable Medical Equipment**

We cover Durable Medical Equipment as prescribed by a Plan Provider for use in your home (or an institution used as your home). We also cover Durable Medical Equipment used during a covered stay in a Plan Hospital or Skilled Nursing Facility, but only if the Skilled Nursing Facility ordinarily furnishes Durable Medical Equipment.

Coverage is limited to the standard item of equipment that adequately meets your medical needs. We decide whether to rent or purchase the equipment, and we select the vendor. We will repair or replace the equipment, unless the repair or replacement is due to loss or misuse. You must return the equipment to

us or pay us the fair market price of the equipment when we are no longer covering it.

**Note:** Diabetes equipment and supplies are not covered under this section (refer to “Diabetes Equipment, Supplies and Self Management”).

#### **Supplemental Durable Medical Equipment**

We cover the following Durable Medical Equipment for home use as separate benefits, and as indicated below.

##### **1. Oxygen and Equipment**

We cover oxygen and equipment when prescribed by a Plan Provider and your medical condition meets Health Plan’s criteria for medical necessity. A Plan Provider must certify the continued medical need for oxygen and equipment every 30 days.

##### **2. Positive Airway Pressure Equipment**

We cover continuous positive airway pressure (CPAP) and bi-level positive airway pressure (BIPAP) equipment when prescribed by a Plan Provider and your medical condition meets Health Plan’s criteria for medical necessity. A Plan Provider must certify the continued medical need every 30 days.

##### **3. Apnea Monitors**

We cover apnea monitors for infants, who are under age 3, for a period not to exceed 6 months.

##### **4. Asthma Equipment**

We cover the following asthma equipment for pediatric and adult asthmatics when purchased from a Plan Provider:

- Spacers
- Peak-flow meters
- Nebulizers

##### **5. Bilirubin Lights**

We cover bilirubin lights for infants who are under age 3, for a period not to exceed 6 months.

#### **Durable Medical Equipment Exclusions:**

- Comfort, convenience, or luxury equipment or features.
- Exercise or hygiene equipment.
- Non-medical items such as sauna baths or elevators.
- Modifications to your home or car.
- Devices for testing blood or other body substances (except as covered under “Diabetes Equipment, Supplies and Self Management”).
- Electronic monitors of the heart or lungs, except infant apnea monitors.
- Services not preauthorized by Health Plan.

## **O. Emergency Services**

As described below you are covered for medical emergencies anywhere in the world.

“**Emergency Services**” are health care services that are provided by a Plan or Non-Plan Provider after the sudden onset of a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent layperson, who possesses an average knowledge of health and medicine, to result in:

- Placing the patient’s health in serious jeopardy;
- Serious impairment to bodily functions;
- Serious dysfunction of any bodily organ or part; or
- In the case of a pregnant woman, serious jeopardy to the health of the mother and/or fetus.

If you experience a medical emergency you should contact 911 immediately. If you are not sure whether you are experiencing a medical emergency, please contact us at the number listed on the reverse side of your ID card for immediate medical advice. You or your representative should notify Health Plan as soon as possible, not to exceed 48 hours or the end of the first business day, whichever is later, after you receive care at a hospital emergency room (ER) to ensure that any follow up care is properly coordinated. If the emergency room visit was not due to an “Emergency Service,” as defined above, and was not authorized by the Health Plan, you will be responsible for all charges.

We cover Emergency Services as follows:

### **Inside our Service Area:**

We cover reasonable charges for Emergency Services provided within our Service Area by a Plan Provider or a non-Plan Provider. Coverage provided by a non-Plan Provider is limited to Emergency Services required before you can, without medically harmful consequences, be transported to a Plan Hospital or your primary care Plan Physician’s office.

### **Outside our Service Area:**

We cover reasonable charges for Emergency Services if you are injured or become ill while temporarily outside our Service Area.

We do not cover Services for conditions that, before leaving the Service Area, you should have known might require Services while you are away, such as dialysis for end-stage renal disease, post-operative care following surgery, and treatment for continuing infections, unless we determine that you were

temporarily outside our Service Area because of extreme personal emergency.

### **Continuing Treatment Following Emergency Services**

#### **Inside our Service Area**

After Emergency Services have been received inside the Service Area, all continuing or follow-up treatment must be provided or coordinated by your primary care Plan Physician.

#### **Inside another Kaiser Permanente Region**

If you have received Emergency Services while you are temporarily in another Kaiser Permanente Region, continuing or follow-up treatment is available from physicians contracting with that Kaiser Permanente plan.

#### **Outside our Service Area**

Except for Emergency Services received for emergency surgery described below, all other continuing or follow-up care for Emergency Services received outside our Service Area must be authorized by us, until you can safely return to the Service Area.

### **Continuing Treatment Following Emergency Surgery**

If we authorize, direct, refer, or otherwise allow you to access a hospital emergency facility or other urgent care facility for a medical condition that requires emergency surgery, we will reimburse the physician, oral surgeon, periodontist or podiatrist who performed the surgical procedure for follow-up care that is:

- medically necessary;
- directly related to the condition for which the surgical procedure was performed; and
- provided in consultation with the Member’s primary care Plan Physician.

We will not impose any Copayment or other cost-sharing requirement for follow-up care that exceeds that which you would be required to pay had the follow-up care been rendered by Plan Providers within our Service Area.

#### **Transport to a Service Area**

If you obtain prior approval from us, or from the nearest Kaiser Foundation Health Plan Region, we will cover necessary ambulance Services or other special transportation arrangements medically required to transport you to a Plan Hospital or Medical Office in our Service Area, or in the nearest Kaiser Foundation Health Plan Region, for continuing or follow-up treatment. **Note:** All ambulance transportation is covered under the “Ambulance Services” benefit in this section.

#### **Continued Care in Non-Plan Facility Limitation**

If you are admitted to a non-Plan Hospital, you or someone on your behalf must notify us within the later of 48 hours of any hospital admission, or on the first working day following the admission, unless it was not reasonably possible to notify us within that time. We will decide whether to make arrangements for necessary continued care where you are, or to transfer you to a facility we designate. If you do not notify us, or if you choose not to be transferred, we will not cover any Services you receive after transfer would have been possible.

#### **Filing Claims for Non-Plan Emergency Services**

Keep all your receipts for Emergency Services provided by non-Plan Providers and verify that the non-Plan Provider has submitted the claims. All claims must be filed with us within six months of the date of the Service, or as soon as reasonably possible, and except in the case of legal capacity no later than one year from the time proof was otherwise required.

#### **Emergency Services Limitations:**

- **Notification:** If you are admitted to a non-plan hospital, you, or someone on your behalf, should notify us as soon as possible, but not later than 48 hours or the end of the first business day, whichever is later, after the hospital admission unless it was not reasonably possible to notify us. If you are admitted to a hospital, we will decide whether to make arrangements for necessary continued care where you are, or to transfer you to a facility we designate. If you do not notify us as provided herein, we will not cover the hospital care you receive after transfer would have been possible.

If possible, we urge you or your authorized representative to notify us of any emergency room visits to assist you in coordinating any necessary follow-up care.

- **Continuing or Follow-up Treatment:** Except as provided for under “Continuing Treatment Following Emergency Surgery,” we do not cover continuing or follow-up treatment after Emergency Services unless authorized by Health Plan. We cover only the out-of-Plan emergency Services that are required before you could, without medically harmful results, have been moved to a facility we designate either inside or outside our Service Area or in another Kaiser Foundation Health Plan or allied plan service area.
- **Hospital Observation:** Transfer to an observation bed or observation status does not qualify as an admission to a hospital and your

emergency room visit copayment will not be waived.

#### **P. Family Planning Services**

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We cover the following:

- Family planning counseling, including pre-abortion and post-abortion counseling and information on birth control
- Insertion and removal, and any medically necessary examination associated with the use of contraceptive drugs and devices, are covered under this benefit only if the purchase of the contraceptive drug or device is covered under an “Outpatient Prescription Drug Rider,” if applicable.
- Tubal ligations
- Vasectomies
- Voluntary termination of pregnancy

**Note:** Diagnostic procedures are not covered under this section (see “X-ray, Laboratory and Special Procedures”).

#### **Q. Habilitative Services**

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We cover medically necessary speech therapy, occupational therapy and physical therapy, for children under the age of 19 years with a congenital or genetic birth defect, to enhance the child’s ability to function. Medically necessary habilitative services are those services designed to help an individual attain or retain the capability to function age-appropriately within his or her environment, and shall include services that enhance functional ability without effecting a cure. Congenital or genetic birth defect means a defect existing at or from birth, including a hereditary defect. Congenital or genetic birth defect includes, but is not limited to (1) autism or an autism spectrum disorder and (2) cerebral palsy.

#### **Habilitative Services Exclusions:**

- Services provided through federal, state or local early intervention programs, including school programs.

#### **R. Hearing Services**

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##### **Hearing Exams**

We cover hearing tests to determine the need for hearing correction, when ordered by a Plan Provider. (Refer to “Preventive Health Care Services” for coverage for newborn hearing screenings.)

##### **Hearing Aids for Children Under Age 18.**

We cover one hearing aid for each hearing impaired ear every 36 months for children through the age of 17 if the hearing aids are prescribed, fitted, and dispensed by a licensed audiologist. We cover up to

\$1400 per hearing aid. You may choose a hearing aid that is priced higher than the benefit and pay the difference between the price of the hearing aid and \$1400, without financial or contractual penalty to the provider of the hearing aid. (Note: If a single hearing aid device provides hearing aid to both ears, we will cover the single device, up to \$2800 every 36 months, in lieu of two hearing aids.)

A "hearing aid" is defined as a device that is of a design and circuitry to optimize audibility and listening skills in the environment commonly experienced by children; and is non-disposable.

**Note:** Any benefit maximums shown in the "Summary of Services and Cost Shares" in the appendix, that apply on a contract year, do not apply to hearing aids for children under age 18.

**Hearing Services Exclusions:**

Except as listed above for hearing aids for children, the following exclusions apply:

- Tests to determine an appropriate hearing aid.
- Hearing aids or tests to determine their efficacy.
- Replacement parts and batteries.
- Replacement of lost or broken hearing aids.
- Comfort, convenience, or luxury equipment or features.

**S. Home Health Care**

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Except as provided for Visiting Member Services, we cover the following home health care Services only within our Service Area, only if you are substantially confined to your home, and only if a Plan Physician determines that it is feasible to maintain effective supervision and control of your care in your home:

- Skilled nursing care
- Home health aide Services
- Medical social services

Home health Services are medically necessary health Services that can be safely and effectively provided in your home by health care personnel and are directed by a Plan Provider. They include visits by registered nurses, practical nurses or home health aides who work under the supervision or direction of a registered nurse or medical doctor.

We also cover any other outpatient Services, as described in this "Benefits" section, that have been authorized by your Plan Physician as medically necessary and appropriately rendered in a home setting.

***Home Health Visits Following Mastectomy or Removal of Testicle***

Members undergoing a mastectomy or removal of a testicle on an outpatient basis, as well as those who

receive less than 48 hours of inpatient hospitalization following the surgery, are entitled to the following:

- One home visit scheduled to occur within 24 hours following his or her discharge; and
- One additional home visit, when prescribed by the patient's attending physician.

**Home Health Care Limitations:**

- Home HealthCare visits shall be limited to two (2) hours per visit. Intermittent care shall not exceed three (3) visits in one day.

**Note:** If a visit lasts longer than two hours, then each two-hour increment counts as a separate visit. For example, if a nurse comes to your home for three hours and then leaves, that counts as two visits. Also, each person providing Services counts toward these visit limits. For example, if a home health aide and a nurse are both at your home during the same two hours, that counts as two visits.

- Additional limitations may be stated in the "Summary of Services and Cost Share."

**Home Health Care Exclusions:**

- Custodial care (see definition under "Exclusions" in the "Exclusions, Limitations, and Reductions" section of this EOC).
- Routine administration of oral medications, eye drops, ointments.
- General maintenance care of colostomy, ileostomy, and ureterostomy.
- Medical supplies or dressings applied by a Member or family caregiver.
- Corrective appliances, artificial aids, and orthopedic devices.
- Homemaker Services.
- Services not preauthorized by Health Plan.
- Care that a Plan Provider determines may be provided in a Plan Facility and we provide or offer to provide that care in one of these facilities.
- Transportation and delivery service costs of Durable Medical Equipment, medications and drugs, medical supplies, and supplements to the home.

**T. Hospice Care**

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We cover hospice care if a Plan Physician determines that it is feasible to maintain effective supervision and control of your care in your home.

Hospice care is for terminally ill Members. If a Plan Physician diagnoses you with a terminal illness and determines that your life expectancy is 6 months or less, you can choose hospice services through home

or inpatient care instead of traditional Services otherwise provided for your illness. If you elect hospice care, you are not entitled to any other benefits for the terminal illness under this EOC.

We cover hospice care within our Service Area and only when provided by licensed hospice agencies approved by Medical Group. We cover the following Services when approved by a Plan Provider and our hospice care team:

- Nursing care;
- Physical, occupational, speech, and respiratory therapy;
- Medical social Services;
- Home health aide Services;
- Homemaker Services;
- Medical supplies and appliances;
- Palliative drugs in accord with our drug formulary guidelines;
- Physician care;
- At least 30 days short-term inpatient care;
- At least 14 days of Respite Care that may be limited to 5 consecutive days for any one inpatient stay; includes care for pain control and acute chronic symptom management;
- Counseling services, including dietary counseling, for the terminally ill Member and his or her family while the Member is enrolled in hospice and bereavement counseling for the Member's family for a period of one year after the Member's death. "Family" for the purpose of this section shall only be defined as spouse, children, parents, grandparents, siblings and Family Caregiver of the Member; and
- Services of volunteers.

**Definitions:**

**Family Caregiver** means a relative by blood, marriage, or adoption who lives with or is the primary caregiver of the terminally ill Member.

**Hospice Care** means a coordinated, inter-disciplinary program of hospice care Services for meeting the special physical, psychological, spiritual, and social needs of terminally ill individuals and their families, by providing palliative and supportive medical, nursing, and other health services through home or inpatient care during the illness and bereavement to individuals who have no reasonable prospect of cure as estimated by a physician and the immediate family or Family Caregiver.

**Respite Care** means temporary care provided to the terminally ill Member to relieve the Family Caregiver from the daily care of the Member.

**Hospice Care Exclusions**

- Services not preauthorized by Health Plan.

**U. Infertility Services**

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We cover the following:

- Services for diagnosis and treatment of involuntary infertility for females and males; and
- Artificial insemination; and
- In vitro fertilization, if:
  - (a) the Member's oocytes are fertilized with the Member's spouse's sperm; and
  - (b) the Member's and the Member's spouse have a history of infertility of at least 2 years duration; or the infertility is associated with any of the following:
    - (i) endometriosis;
    - (ii) exposure in utero to diethylstilbestrol, commonly known as DES;
    - (iii) blockage of, or surgical removal of, one or both fallopian tubes (lateral or bilateral salpingectomy); or
    - (iv) abnormal male factors, including oligospermia, contributing to the infertility;
  - (c) the Member has been unable to attain a successful pregnancy through a less costly infertility treatment for which coverage is available under this EOC; and
  - (d) the in vitro fertilization procedures are performed at medical facilities that conform to the American College of Obstetricians and Gynecologists guidelines for in vitro fertilization clinics or the American Fertility Society minimal standards for programs of in vitro fertilization.

**Note:**

- Diagnostic procedures and drugs administered by or under the direct supervision of a Plan Provider are covered under this provision.

**Limitation on Benefits**

- Coverage for in vitro fertilization is limited to 3 attempts per live birth, not to exceed a maximum lifetime benefit of \$100,000.

**Infertility Exclusions**

- Any charges associated with freezing, storage and thawing of fertilized eggs (embryos), female Member's eggs and/or male Member's sperm for future attempts.
- Assisted reproductive procedures and any related testing or service that includes the use of donor sperm, donor eggs or donor embryos.

- Any charges associated with donor eggs, donor sperm or donor embryos.
- Infertility Services, except for covered Services for in vitro fertilization, when the member does not meet medical guidelines established by the American College of Obstetricians and Gynecologists.
- Services to reverse voluntary, surgically induced infertility.
- Infertility Services when the infertility is the result of an elective male or female surgical procedure.
- Assisted reproductive technologies and procedures other than those described above, including, but not limited to: artificial insemination; in vitro fertilization; gamete intrafallopian transfers (GIFT); zygote intrafallopian transfers (ZIFT); intracytoplasmic sperm injection (ICSI); assisted hatching; preimplantation genetic diagnosis (PGD); and prescription drugs related to such procedures.

#### **V. Maternity Services**

After confirmation of pregnancy, we cover all medically necessary obstetrical prenatal visits, childbirth and delivery, including cesarean section, and the first postpartum visit with Plan Providers.

We cover inpatient hospitalization services for you and your newborn child for a minimum stay of at least 48 hours following an uncomplicated vaginal delivery; and at least 96 hours following an uncomplicated cesarean section. We also cover postpartum home care visits upon release, when prescribed by the attending provider.

In consultation with your physician, you may request a shorter length of stay. In such cases, we will cover one home health visit scheduled to occur within 24 hours after discharge, and an additional home visit if prescribed by the attending provider.

Up to 4 days of additional hospitalization for the newborn is covered if the enrolled mother is required to remain hospitalized after childbirth for medical reasons.

#### **W. Medical Foods**

We cover medical foods and low protein modified food products for the treatment of inherited metabolic diseases caused by an inherited abnormality of body chemistry including a disease for which the State screens newborn babies. Coverage is provided if the medical foods and low protein food products are prescribed as medically necessary for the therapeutic

treatment of inherited metabolic diseases, and are administered under the direction of a Plan Provider.

Medical foods are intended for the dietary treatment of a disease or condition for which nutritional requirements are established by medical evaluation and are formulated to be consumed or administered enterally (i.e., by tube directly into the stomach or small intestines) under the direction of a Plan Provider.

Low protein modified foods are food products that are (a) specially formulated to have less than one gram of protein per serving, and (b) intended to be used under the direction of a Plan Provider for the dietary treatment of an inherited metabolic disease.

#### **Medical Foods Exclusions:**

- Medical food for treatment of any conditions other than an inherited metabolic disease.

#### **X. Morbid Obesity Services**

We cover diagnosis and surgical treatment of morbid obesity that is:

- recognized by the National Institutes of Health as effective for long-term reversal of morbid obesity; and
- consistent with guidelines approved by the National Institutes of Health.

Such treatment shall be covered to the same extent as for other medically necessary surgical procedures under this EOC.

Morbid obesity means a body mass index that is: (i) greater than 40 kilograms per meter squared; or (ii) equal to or greater than 35 kilograms per meter squared with a comorbid medical condition, including hypertension, a cardiopulmonary condition, sleep apnea, or diabetes.

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

#### **Y. Oral Surgery**

We cover treatment of tumors where a biopsy is needed for pathological reasons.

We also cover treatment of significant congenital defects, causing functional impairment, found in the oral cavity or jaw area which are similar to disease or which occur in other parts of the body, including medically necessary medical or surgical procedures occurring within or adjacent to the oral cavity or sinuses.

For the purposes of this benefit, coverage for diseases and injuries of the jaw include:

- fractures of the jaw or facial bones;
- removal of cysts of non-dental origin or tumors, including any associated lab fees prior to removal; and
- surgical correction of malformation of the jaw when the malformation creates significant impairment in the Member's speech and nutrition, and when such impairments are demonstrated through examination and consultation with appropriate Plan Providers.

For the purposes of this benefit, coverage of significant congenital defects causing functional impairment must be:

- evidenced through documented medical records showing significant impairment in speech or a nutritional deficit; and
- based on examination of the Member by a Plan Provider.

Functional impairment refers to an anatomical function as opposed to a psychological function.

Health Plan provides coverage for cleft lip and cleft palate under a separate benefit. Please see the "Cleft Lip, Cleft Palate, or Both" section of this EOC for coverage.

#### **Oral Surgery Exclusions:**

- Oral surgery services when the functional aspect is minimal and would not in itself warrant surgery.
- Lab fees associated with cysts that are considered dental under our standards.
- Services for the condition known as TMJ (temporomandibular joint).
- Orthodontic services.
- Dental appliances.

#### **Z. Preventive Health Care Services**

We cover medically appropriate preventive health Care Services based on your age, sex, or other factors, as determined by your primary care Plan Physician in accordance with national preventive health care standards.

These Services include the exam, screening tests and interpretation for:

- Preventive care exams, including:
  - routine physical examinations and health screening tests appropriate to your age and sex;
  - well-woman examinations; and
  - well child care examinations;
- Routine and necessary immunizations (excluding travel immunizations) for children and adults in accordance with Plan guidelines. Childhood

immunizations include diphtheria, pertussis, tetanus, polio, hepatitis B, measles, mumps, rubella and other immunizations as may be prescribed by the Commissioner of Health.

- An annual pap smear, including coverage for any FDA-approved gynecologic cytology screening technology;
- Low dose screening mammograms to determine the presence of breast are covered as follows: (i) one mammogram for persons age 35 through 39; (ii) one mammogram biennially for persons age 40 through 49; and (iii) one mammogram annually for persons 50 and over;
- Bone mass measurement to determine risk for osteoporosis;
- Prostate Cancer screening including diagnostic examinations, digital rectal examinations, and prostate antigen (PSA) tests provided to men who are age 40 or older;
- Colorectal cancer screening in accordance with the latest screening guidelines issued by the American Cancer Society including fecal occult blood tests, flexible sigmoidoscopy, and screening colonoscopy;
- Cholesterol test (lipid profile);
- Diabetes screening (fasting blood glucose test);
- Sexually Transmitted Disease (STD) tests (including chlamydia, gonorrhea, syphilis and HPS), subject to the following:
  - Annual chlamydia screening is covered for (1) women under the age of 20, if they are sexually active; and (2) women 20 years of age or older, and men of any age, who have multiple risk factors, which include: (i) a prior history of sexually transmitted diseases; (ii) new or multiple sex partners; (iii) inconsistent use of barrier contraceptives; or (iv) cervical ectopy;
- Human Papillomavirus Screening (HPS) at the intervals recommended for cervical cytology screening by the American College of Obstetricians and Gynecologists;
- HIV tests;
- TB tests;
- Hearing loss screenings for newborns provided by a hospital prior to discharge; and
- Associated preventive care radiological and lab tests not listed above.

#### **Preventive Health Services Limitations:**

While treatment may be provided in the following situations, the following services are not considered Preventive Care Services. Applicable Cost Share will apply:

- Monitoring chronic disease;

- Follow-up Services after you have been diagnosed with a disease,
- Testing and diagnosis for specific diseases for which you have been determined to be at high risk for contracting,
- Services provided when you show signs or symptoms of a specific disease or disease process,
- Non-routine gynecological visits,
- Treatment of a medical condition or problem identified during the course of the preventive screening exam, such as removal of a polyp during a sigmoidoscopy.

Note: Refer to “Outpatient Services” for coverage of non-preventive diagnostic tests and other covered Services.

#### **AA. Prosthetic Devices**

We cover the devices listed below if they are in general use, intended for repeated use, primarily and customarily used for medical purposes, and generally not useful to a person who is not ill or injured. Coverage includes fitting and adjustment of these devices, repair or replacement (unless due to loss or misuse), and Services to determine whether you need the prosthetic. If we do not cover the prosthetic, we will try to help you find facilities where you may obtain what you need at a reasonable price. Coverage is limited to the standard device that adequately meets your medical needs.

##### **Internally Implanted Devices**

We cover medically necessary internal devices implanted during surgery, such as pacemakers, ocular lens implants, artificial hips and joints, breast implants following mastectomy (see “Reconstructive Surgery” benefits below), and cochlear implants, that are approved by the federal Food and Drug Administration for general use.

##### **Ostomy and Urological Supplies**

We cover ostomy and urological supplies when prescribed by a Plan Provider and your medical condition meets Health Plan’s criteria for medical necessity.

##### **Breast Prosthetics and Hair Prosthesis**

We cover breast prostheses and mastectomy bras following a medically necessary mastectomy. Coverage includes custom-made internal and external breast prostheses, regardless of when the mastectomy was performed. Coverage also includes breast prostheses for the non-diseased breast to achieve symmetry.

In addition, we cover one hair prosthesis required for a Member whose hair loss results from chemotherapy or radiation treatment for cancer.

##### **Prosthetic Device Limitations:**

- Coverage for mastectomy bras is limited to a maximum of two per contract year.
- Coverage for hair prosthesis is limited to one prosthesis per course of chemotherapy and/or radiation therapy, not to exceed a maximum benefit of \$350 per prosthesis.

##### **Prosthetic Device Exclusions**

- Internally implanted breast prosthetics for cosmetic purposes.
- External prosthetics or orthotics, except as provided in this Section under “Cleft-Lip, Cleft Palate, or Both,” “Hearing Services,” or as provided under a “Prosthetic and Orthotic Devices Rider,” if applicable.
- Repair or replacement of prosthetics due to loss or misuse.

#### **BB. Reconstructive Surgery**

We cover reconstructive surgery (a) to correct significant disfigurement resulting from an injury or medically necessary surgery, (b) to correct a congenital defect, disease, or anomaly in order to produce significant improvement in physical function, and (c) to treat congenital hemangioma known as port wine stains on the face for Members age 18 or younger.

Following mastectomy, we also cover reconstructive breast surgery and all stages of reconstruction of the other breast to produce a symmetrical appearance, and treatment of physical complications, including lymphedemas. Mastectomy is the surgical removal of all or part of a breast as a result of breast cancer. Reconstructive breast surgery is surgery performed as a result of a mastectomy to reestablish symmetry between the two breasts. Reconstructive breast surgery includes augmentation mammoplasty, reduction mammoplasty, and mastopexy.

##### **Reconstructive Surgery Exclusions:**

- Cosmetic surgery, plastic surgery, or other services, supplies, dermatological preparations and ointments, other than those listed above, that are intended primarily to improve your appearance, or are not likely to result in significant improvement in physical function.

#### **CC. Skilled Nursing Facility Care**

We cover skilled inpatient services in a licensed Skilled Nursing Facility. The skilled inpatient Services must be those customarily provided by

Skilled Nursing Facilities. A prior three-day stay in an acute care hospital is not required.

We cover the following Services:

- Room and board;
- Physician and nursing care;
- Medical social services;
- Medical and biological supplies; and
- Respiratory therapy.

**Note:** The following Services are covered, but not under this section:

- Blood (see “Blood, Blood Products and Their Administration”);
- Drugs (see “Drugs, Supplies and Supplements”);
- Durable Medical Equipment ordinarily furnished by a Skilled Nursing Facility, including oxygen dispensing equipment and oxygen (see “Durable Medical Equipment”);
- Physical, occupational, and speech therapy (see “Therapy and Rehabilitation Services”); and
- X-ray, laboratory, and special procedures (see “X-ray, Laboratory and Special Procedures”).

**Skilled Nursing Facility Care Exclusions:**

- Custodial care (see definition under “Exclusions” in the “Exclusions, Limitations, and Reductions” section of this EOC).
- Domiciliary care.

**DD. Therapy and Rehabilitation Services**

**Physical, Occupational and Speech Therapy Services**

If, in the judgment of a Plan Physician, significant improvement is achievable within a two-month period, we cover physical, occupational and speech therapy:

1. while you are confined in Plan Hospital; and
2. for up to 30 visits of physical therapy, or 90 consecutive days of occupational or speech therapy per contract year per injury, incident or condition in a Plan Medical Center, a Plan Provider’s medical office, or a Skilled Nursing Facility, or as part of home health care. These limits do not apply to necessary treatment of cleft lip or cleft palate.

**Limitations:**

- Occupational therapy is limited to treatment to achieve and maintain improved self-care and other customary activities of daily living.
- Speech therapy is limited to treatment for speech impairments due to injury or illness.
- Physical therapy is limited to the restoration of an existing physical function, except as provided

in the “Habilitation Services” section of this benefit.

**Multidisciplinary Rehabilitation Services**

If, in the judgment of a Plan Physician, significant improvement is achievable within a two-month period, we cover multidisciplinary rehabilitation Services in a Plan Hospital, Plan Medical Center, Plan Provider’s medical office, or a Skilled Nursing Facility. Coverage is limited to a maximum of two consecutive months of treatment per injury, incident or condition.

Multidisciplinary rehabilitation Service programs mean inpatient or outpatient day programs that incorporate more than one therapy at a time in the rehabilitation treatment.

**Cardiac Rehabilitation Services**

We cover medically necessary cardiac rehabilitation Services following coronary surgery or a myocardial infarction for up to 12 weeks, or 36 sessions, whichever occurs first.

Cardiac rehabilitation Services must be provided or coordinated by a facility approved by Health Plan, and that offers exercise stress testing, rehabilitative exercises and education and counseling.

**Therapy and Rehabilitation Services Exclusions:**

- Except as provided for cardiac rehabilitation Services, no coverage is provided for any therapy that the Plan Physician determines cannot achieve measurable improvement in function within a two-month period.

**EE. Transplants**

If the following criteria are met, we cover stem cell rescue and transplants of organs, tissue, or bone marrow:

- You satisfy all medical criteria developed by Medical Group and by the facility providing the transplant;
- The facility is certified by Medicare; and
- A Plan Provider provides a written referral for care at the facility.

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

- Unless otherwise authorized by Medical Group, transplants are covered only in our Service Area.
- If either Medical Group or the referral facility determines that you do not satisfy its respective criteria for transplant, we will pay only for covered Services you receive before that determination was made.
- Health Plan, Plan Hospitals, Medical Group and Plan Providers are not responsible for finding,

furnishing, or ensuring the availability of a bone marrow or organ donor.

- We cover reasonable medical and hospital expenses as long as these expenses are directly related to a covered transplant for a donor, or an individual identified by Medical Group as a potential donor even if not a Member.

**Transplant Exclusions:**

- Services related to non-human or artificial organs and their implantation.

**FF. Urgent Care**

As described below you are covered for Urgent Care Services anywhere in the world. Your Copayment or Coinsurance will be determined by the place of Service (i.e., at a Provider's office or at an after hours urgent care center.

"**Urgent Care Services**" are defined as Services required as the result of a sudden illness or injury, which requires prompt attention, but is not of an emergent nature."

**Inside our Service Area:**

We will cover reasonable charges for Urgent Care Services received from Plan Providers and Plan Facilities within the Service Area.

If you require Urgent Care Services please call your primary care Plan Provider as follows:

- 1) If your primary care Plan Physician is located at a Plan Medical Office please call:

Inside the Washington, D.C. Metropolitan Area  
703-359-7878  
TDD 703-359-7616

Outside the Washington, D.C. Metropolitan Area  
1-800-777-7904  
TDD at 1-800-700-4901

- 2) If your primary care Plan Physician is located in our network of Plan Providers, please call his or her office directly. You will find his or her telephone number on the front of your identification card.

**Outside our Service Area:**

If you are injured or become ill while temporarily outside the Service Area, we will cover reasonable charges for Urgent Care Services as defined in this section. Except as provided for emergency surgery below, all follow-up care must be provided by a Plan Provider or Plan Facility.

If you obtain prior approval from Health Plan, covered benefits include the cost of necessary ambulance or other special transportation Services medically required to transport you to a Plan Hospital

or Medical Center in the Service Area, or in the nearest Kaiser Foundation Health Plan Region, for continuing or follow-up treatment.

**Follow-up Care for Emergency Surgery**

In those situations when we authorize, refer or otherwise allow you access to a hospital emergency facility or other urgent care facility for a medical condition that requires emergency surgery, we will reimburse the Physician, Oral Surgeon, Periodontist or Podiatrist who performed the surgical procedure for any follow-up care that is:

- medically necessary; and
- directly related to the condition for which the surgical procedure was performed; and
- provided in consultation with your primary care Plan Physician.

We will not impose any Copayment or other cost-sharing requirement for follow-up care under this provision that exceeds that which you would be required to pay had the follow-up care been rendered by Plan Providers within our Service Area.

**Urgent Care Limitations:**

We do not cover Services outside our Service Area for conditions that, before leaving the Service Area, you should have known might require Services while outside our Service Area, such as dialysis for end-stage renal disease, post-operative care following surgery, and treatment for continuing infections, unless we determine that you were temporarily outside our Service Area because of extreme personal emergency.

**Urgent Care Exclusions:**

- Urgent Care Services within our Service Area that were not provided by a Plan Provider or Plan Facility.

**GG. Vision Services**

**Medical Treatment**

We will provide coverage for medically necessary treatment for diseases of or injuries to the eye. Such treatment shall be covered to the same extent as for other medically necessary treatments for illness or injury.

You must obtain these Services from a Plan Provider. You must obtain a referral from your primary care Plan Provider prior to obtaining these Services.

We cover the following Services:

**Eye Exams**

We cover refraction exams to determine the need for vision correction and to provide a prescription for corrective lenses. Exams performed in an Optometry Department will be subject to the Primary Care

Copayment. Exams performed in an Ophthalmology Department will be subject to the Specialty Care Copayment, if different."

#### **Eyeglass Lenses**

We provide a discount on the purchase of regular eyeglass lenses, including add-ons, when purchased at a Kaiser Permanente Optical Shop. Regular eyeglass lenses are any lenses with a refractive value. If only one eye needs correction, we also provide a balance lens for the other eye.

#### **Frames**

- We provide a discount on the purchase of eyeglass frames, when purchased at a Kaiser Permanente Optical Shop. The discount includes the mounting of eyeglass lenses in the frame, original fitting of the frames, and subsequent adjustment.

#### **Contact Lenses**

We provide a discount on the initial purchase of contact lenses, when purchased at a Kaiser Permanente Optical Shop. Initial purchase means the first time you have ever been examined for contact lens wear at a Plan Facility. The discount includes the following services:

- Fitting of contact lenses;
- Initial pair of lenses; and
- Insertion and removal of contact lens training; and
- Three months of follow-up visits.

#### **Vision Exclusions:**

- Sunglasses without corrective lenses unless medically necessary;
- Any eye surgery solely for the purpose of correcting refractive defects of the eye, such as myopia, hyperopia, or astigmatism (for example, radial keratotomy, photo-refractive keratectomy, and similar procedures;
- Eye exercises;
- Non-corrective contact lenses;
- All Services related to contact lenses including examinations, fitting and dispensing, and follow-up visits, except as otherwise covered under this section. Any contact lenses required by the Member after the initial pair of lenses is provided by Health Plan may be purchased at a Kaiser Permanente Optical Shop on a fee-for-service basis;
- Replacement of lost or broken lenses or frames; and
- Orthoptic (eye training) therapy.

#### **HH. Visiting Member Services**

We cover the same medically necessary Services that are covered under this plan in our Service Area, and your Cost Share will be the same, when you are temporarily (not more than 90 days) a visiting Member in a different Kaiser Foundation Health Plan or allied plan service area.

To receive more information about visiting member Services, including facility locations across the United States, you may call our Member Services Department:

Inside the Washington, D.C. Metropolitan Area  
301-468-6000  
TDD 301-816-6344

Outside the Washington, D.C. Metropolitan Area  
1-800-777-7902

Service areas and facilities where you may obtain visiting member care may change at any time.

#### **Visiting Member Services Limitations:**

- Access to Services in the visited service area will be subject to availability at the time you request the Service. Services may be unavailable due to temporary capacity constraints, inability to provide the Service generally, or other restrictions. If the Service is not available in the visited service area, you must call us for authorization to receive the Service.
- Except for Emergency Services, your right to receive covered Services in the visited service area ends after 90 days unless you receive prior written authorization from us to continue receiving covered Services in the visited service area. The 90-day limit on visiting member care does not apply to a dependent child who attends an accredited college or accredited vocational school.

#### **Visiting Member Service Exclusions**

- All the terms and conditions, exclusions and limitations that apply to covered Services in our Service Area, will apply to Services received as a visiting Member in a different Kaiser Foundation Health Plan or allied plan service area.

#### **II. X-ray, Laboratory, and Special Procedures**

We cover the following Services only when prescribed as part of care covered in other parts of this "Benefits" section (for example, diagnostic imaging and laboratory tests are covered for outpatient Services only to the extent the outpatient Services are covered under "Outpatient Care"):

- Diagnostic imaging and interventional diagnostic tests;
- Laboratory tests, including tests for specific genetic disorders for which genetic counseling is available;
- Special procedures, such as electrocardiograms and electroencephalograms;
- Sleep lab and sleep studies; and
- Specialty imaging, including CT, MRI, PET Scans, and Nuclear Medicine studies.

## **SECTION 4 – Exclusions, Limitations, and Reductions**

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The following section provides you with information on what Services Health Plan will not pay for regardless of whether the Service is medically necessary or not.

It also provides information on how your benefits may be reduced as the result of other types of coverage.

### **Exclusions**

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The Services listed below are excluded from coverage. These exclusions apply to all Services that would otherwise be covered under this EOC. Additional exclusions that apply only to a particular Service are listed in the description of that Service in the “Benefits” section. When a Service is excluded, all Services related to the excluded Service are also excluded, even if they would otherwise be covered under this EOC.

#### **Alternative Medical Services**

Chiropractic and acupuncture Services and any other Services of a Chiropractor, Acupuncturist, Naturopath, and Massage Therapist, unless otherwise covered under a Rider attached to this EOC.

#### **Certain Exams and Services**

Physical examinations and other Services (a) required for obtaining or maintaining employment or participation in employee programs, or (b) required for insurance, licensing, or disability determinations, or (c) on court-order or required for parole or probation, except for medically necessary services covered under the Benefits section of this agreement.

#### **Cosmetic Services**

Services that are intended primarily to improve your appearance and that are not likely to result in significant improvement in physical function, except for Services covered under “Reconstructive Surgery” or “Cleft Lip, Cleft Palate or Both” in the “Benefits” section.

#### **Custodial Care**

Custodial care means 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.

#### **Dental Care**

Dental care and dental X-rays, including dental appliances, dental implants, orthodontia, shortening of the mandible or maxillae for cosmetic purposes, correction of malocclusion, dental Services resulting from medical treatment such as surgery on the jawbone and radiation treatment, and any dental treatment involved in temporomandibular joint (TMJ) pain dysfunction syndrome, unless otherwise covered under a Rider attached to this EOC. This exclusion does not apply to medically necessary dental care covered under “Accidental Dental Injury Services,” “Cleft Lip, Cleft Palate or Both,” or “Oral Surgery” in the “Benefits” section.

#### **Disposable Supplies**

Disposable supplies for home use such as bandages, gauze, tape, antiseptics, dressings, ace-type bandages, and any other supplies, dressings, appliances, or devices, not specifically listed as covered in the “Benefits” section.

#### **Durable Medical Equipment**

Except for Services covered under “Durable Medical Equipment” in the “Benefits” section.

#### **Employer or Government Responsibility**

Financial responsibility for Services that an employer or government agency is required by law to provide.

#### **Experimental or Investigational Services**

Except as covered under “Clinical Trials” section of the “Benefits” section, a Service is experimental or investigational for your condition if any of the following statements apply to it as of the time the Service is or will be provided to you:

- It cannot be legally marketed in the United States without the approval of the Food and Drug Administration (“FDA”) and such approval has not been granted; or
- It is the subject of a current new drug or new device application on file with the FDA and FDA approval has not been granted; or
- It is subject to the approval or review of an Institutional Review Board (“IRB”) of the treating facility that approves or reviews research concerning the safety, toxicity, or efficacy of services; or
- It is the subject of a written protocol used by the treating facility for research, clinical trials, or other tests or studies to evaluate its safety, effectiveness, toxicity or efficacy, as evidenced in the protocol itself or in the written consent form used by the facility.

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

- your medical records,
- the written protocols or other documents pursuant to which the Service has been or will be provided,
- any consent documents you or your representative has executed or will be asked to execute, to receive the Service,
- the files and records of the IRB or similar body that approves or reviews research at the institution where the Service has been or will be provided, and other information concerning the authority or actions of the IRB or similar body,
- the published authoritative medical or scientific literature regarding the service, as applied to your illness or injury, and
- regulations, records, applications, and any other documents or actions issued by, filed with, or taken by, the FDA, the Office of Technology Assessment, or other agencies within the United States Department of Health and Human Services, or any state agency performing similar functions.

Health Plan consults Medical Group and then uses the criteria described above to decide if a particular Service is experimental or investigational.

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

Services and supplies for external prosthetic and orthotic devices, except as specifically covered under the “Benefits” section of this EOC, or unless otherwise covered under a Rider attached to this EOC.

#### **Prohibited Referrals**

Payment of any claim, bill, or other demand or request for payment for covered services determined to be furnished as the result of a referral prohibited by law.

#### **Routine Foot Care Services**

Routine foot care Services. This exclusion does not exclude Services when you are under active treatment for a metabolic or peripheral vascular disease

#### **Services for Members in the Custody of Law Enforcement Officers**

Non-Plan Provider Services provided or arranged by criminal justice institutions for Members in the custody of law enforcement officers, unless the Services are covered as Out-of-Plan Emergency Services.

#### **Sexual Reassignment**

All Services related to sexual reassignment (also referred to as “sexual transformation”).

#### **Surrogacy Arrangements**

You must pay us charges for Services you receive related to conception, pregnancy or delivery in connection with a surrogacy arrangement (“Surrogacy Health Services”). Your obligation to pay us for Surrogacy Health Services is limited to the compensation you are entitled to receive under the surrogacy arrangement. A surrogacy arrangement is one in which you agree to become pregnant and to surrender the baby to another person or persons who intend to raise the child.

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

Within 30 days of entering into a surrogacy arrangement, you must send written notice of the arrangement, including a copy of any agreement, the names and addresses of the other parties to the arrangement, to:

Kaiser Permanente  
Other Party Liability and Recovery Unit  
2101 E. Jefferson Street, 4 East  
Rockville, MD 20852  
Attn: Surrogacy Coordinator

You must complete and send us all consents, releases, authorizations, lien forms, assignments, and other documents that are reasonably necessary for us to determine the existence of any rights we may have under this “Surrogacy Arrangements” section and to satisfy those rights. You must not take any action that prejudices our rights.

If your estate, parent, guardian, spouse, trustee, or conservator asserts a claim against a third party based on the surrogacy arrangement, your estate, parent, guardian, spouse, 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. We may assign our rights to enforce our liens and other rights.

#### **Travel and Lodging Expenses**

Travel and lodging expenses, except that in some situations, if a Plan Physician refers you to a non-Plan Provider outside our Service Area as described

under “Getting a Referral” in the “How to Obtain Services” section, we may pay certain expenses that we pre-authorize in accord with our travel and lodging guidelines.

#### **Vision Services**

Any eye surgery solely for the purpose of correcting refractive defects of the eye, such as myopia, hyperopia, or astigmatism (for example, radial keratotomy, photo-refractive keratectomy, and similar procedures.

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

Financial responsibility for Services for any illness, injury, or condition, to the extent a payment or any other benefit, including any amount received as a settlement (collectively referred to a “Financial Benefit”), is provided under any workers’ compensation or employers’ liability law. We will provide Services even if it is unclear whether you are entitled to a Financial Benefit; but we may recover the value of any covered Services from the following sources:

- Any source providing a Financial Benefit or from whom a Financial Benefit is due; or
- 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 employers’ liability law.

#### **Limitations**

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We will use our best efforts to provide or arrange for 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 of a Plan Hospital or Plan Medical Center, complete or partial destruction of facilities, and labor disputes not involving Health Plan, Kaiser Foundation Hospitals, or Medical Group. However, in these circumstances Health Plan, Kaiser Foundation Hospitals, Medical Group, and Medical Group Physicians will not have any liability for any delay or failure in providing covered Services, except to the extent prescribed by the Commissioner of Insurance of the State of Maryland.

#### **Reductions**

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##### **Injury or Illness Caused by Third Party**

Except for any covered Services that would be (a) payable under Personal Injury Protection (PIP) coverage, and/or (b) payable under any capitation agreement Health Plan has with a Participating

Provider, if you become ill or injured through the fault of a third party and you collect any money from the third party or from his or her insurance company for medical expenses, Health Plan will be subrogated for any Service provided by or arranged as a result of the occurrence that gave rise to the cause of action as follows: (a) per Health Plan’s fee schedule for Services provided or arranged by Medical Group, or (b) any actual expenses that were made for Services provided by Participating Providers.

Except for any covered Services that would be (a) payable under Personal Injury Protection (PIP) coverage, and/or (b) payable under any capitation agreement Health Plan has with a Participating Provider, when you recover for medical expenses in a cause of action, Health Plan has the option of becoming subrogated to all claims, causes of action, and other rights you may have against a third party or an insurer, government program, or other source of coverage for monetary damages, compensation, or indemnification on account of the injury or illness allegedly caused by the third party. Health Plan will also be subrogated as of the time it mails or delivers a written notice of its exercise of this option to you or to your attorney as follows: (a) per Health Plan’s fee schedule for services provided by Medical Group at one of our Medical Offices, or (b) any actual expenses that were made for Services provided by a Participating Provider. The subrogated amount will be reduced by any court costs and attorney’s fees.

To secure Health Plan’s rights, the Health Plan will have a lien on the proceeds of any judgment or settlement you obtain against a third party for covered medical expenses, in accordance with the first paragraph of this section. The Health Plan’s recovery shall be made only to the extent that the Health Plan provided covered Services or made payments for covered Services as a result of the occurrence that gave rise to the cause of action. The proceeds of any judgment or settlement that the Member or Health Plan obtains shall first be applied to satisfy Health Plan’s lien, regardless of whether the total amount of recovery is less than the actual losses and damages you incurred.

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

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.  
Attention: Other Party Liability & Recovery Dept.  
2101 East Jefferson Street  
Rockville, Maryland 20852.

In order for Health Plan to determine the existence of any rights we may have and to satisfy those rights, you must complete and send Health Plan 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 Health Plan directly. You must not take any action prejudicial to Health Plan's rights.

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 Health Plan's liens and other rights to the same extent as if you had asserted the claim against the third party. Health Plan may assign its rights to enforce its liens and other rights.

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

#### **Medicare and TRICARE Benefits**

Your benefits are reduced by any benefits to which you are entitled under Medicare, except for Members whose Medicare benefits are secondary by law. TRICARE benefits are usually secondary benefits by law.

#### **Coordination of Benefits (COB)**

If you have health care coverage with another health plan or insurance company, we will coordinate benefits with the other coverage. The Plan that pays first (Primary Plan) is determined by using National Association of Insurance Commissioners (NAIC) and Medicare Secondary Payer (MSP) Order of Benefits Guidelines.

1. The Primary Plan then provides benefits as it would in the absence of any other coverage.
2. The Plan that pays benefits second (Secondary Plan) coordinates with the Primary Plan, and pays the difference between what the Primary Plan paid, or the value of any benefit or service provided, and the maximum liability of the Secondary Plan, not to exceed 100 percent of total Allowable Expenses. The Secondary Plan is never liable for more expenses than it would cover if it had been Primary.

If you have any questions about COB, please call our Member Services Call Center.

Inside the Washington, D.C., Metropolitan Area  
301-468-6000

Outside the Washington, D.C. Metropolitan Area  
1-800-777-7902  
TDD 301-816-6344

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

Coordination of Benefits ("COB") applies when a Member has health care coverage under more than one Plan. "Plan" and "Health Plan" are defined below.

1. The Order of Benefit Determination Rules will be used to determine which Plan is the Primary Plan. The other Plans will be Secondary Plan(s).
2. If the Health Plan is the Primary Plan, it will provide or pay its benefits without considering the other Plan(s) benefits.
3. If the Health Plan is a Secondary Plan, the benefits or services provided under this Agreement will be coordinated with the Primary Plan so the total of benefits paid, or the reasonable cash value of the services provided, between the Primary Plan and the Secondary Plan(s) do not exceed 100% of the total Allowable Expenses.

#### **Definitions**

"Plan": Any of the following that provides benefits or services for, or because of, medical care or treatment: Group insurance or group-type coverage, whether insured or uninsured. This includes prepaid group practice or individual practice coverage.

"Health Plan": Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., providing services or benefits for health care. Health Plan is a Plan.

"Allowable Expense" means a health care service or expense, including Deductibles, Coinsurance or Copayments that is covered in full or in part by any of the Plans covering the Member. This means that an expense or healthcare service or a portion of an expense or health care service that is not covered by any of the Plans is not an allowable expense. For example, if a Member is confined in a private hospital room, the difference between the cost of a semi-private room in the hospital and the private room usually is not an Allowable Expense. Allowable Expense does not include coverage for dental care except as provided under "Accidental Dental Injuries" in the "benefits" section.

"Claim Determination Period": A calendar year. However, it does not include any part of a year during which a person has no Health Plan coverage, or any part of a year before the date this COB provision or a similar provision takes effect.

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

1. If another Plan does not have a COB provision, that Plan is the Primary Plan.
2. If another Plan has a COB provision, the first of the following rules that apply will determine which Plan is the Primary Plan:

- a. Subscriber/Dependent. A Plan that covers a person as a Subscriber is Primary to a Plan that covers the person as a dependent.
- b. Dependent Child/Parents Not Separated or Divorced. Except as stated in subparagraph (b)(iii) below, when Health Plan and another Plan cover the same child as a dependent of different persons, called “parents”:
  - i. The Plan of the parent whose birthday falls earlier in the year is Primary to the Plan of the parent whose birthday falls later in the year; but
  - ii. If both parents have the same birthday, the Plan that covered a parent longer is Primary; or
  - iii. If the rules in (i) or (ii) do not apply to the rules provided in the other Plan, then the rules in the other Plan will be used to determine the order of benefits.
- c. Dependent Child/Separated or Divorced Parents. If two or more Plans cover a person as a dependent child of divorced or separated parents, benefits for the child are determined in this order:
  - i. First, the Plan of the parent with custody of the child;
  - ii. Then, the Plan of the spouse or Domestic Partner of the parent with custody of the child; and
  - iii. Finally, the Plan of the parent not having custody of the child.
  - iv. However, if the specific terms of a court decree state that one of the parents is responsible for the health care expenses of the child, and the Plan obligated to pay or provide the benefits of that parent has actual knowledge of those terms, that Plan is primary. This paragraph (iv) does not apply with respect to any Claim Determination Period or Plan year during which any benefits are actually paid or provided before the payer has that actual knowledge.
- d. Active/Inactive Employee. A Plan that covers a person as an employee who is neither laid off nor retired (or as such an employee's dependent) is Primary to a Plan which covers that person as a laid off or retired employee (or as such an employee's dependent).
- e. Longer/Shorter Length of Coverage. If none of the above rules determines the order of benefits, the Plan that has covered a Subscriber longer is Primary to the Plan

which has covered the Subscriber for the shorter time.

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

When Health Plan is the Primary Plan, COB has no effect on the benefits or services provided under this Agreement. When Health Plan is a Secondary Plan as to one or more other Plans, its benefits may be coordinated with the Primary Plan carrier using the guidelines below. COB shall in no way restrict or impede the rendering of services provided by Health Plan. At the Member's request, Health Plan will provider or arrange for covered services and then seek coordination with a Primary Plan.

1. Coordination with This Plan's Benefits. Health Plan may coordinate benefits payable or may recover the reasonable cash value of services it has provided when the sum of:
  - a. The benefits that would be payable for, or the reasonable cash value of, the services provided as Allowable Expenses by Health Plan in the absence of this COB provision; and
  - b. The benefits that would be payable for Allowable Expenses under one or more of the other Plans, in the absence of provisions with a purpose like that of this COB provision, whether or not a claim thereon is made; exceeds Allowable Expenses in a Claim Determination Period. In that case, the Health Plan benefits will be coordinated, or the reasonable cash value of any services provided by Health Plan may be recovered, from the Primary Plan, so that they and the benefits payable under the other Plans do not total more than the Allowable Expenses.
2. Right to Reserve and Release Needed Information. Certain information is needed to apply these COB rules. Health Plan will decide the information it needs, and may get that information from, or give it to, any other organization or person. Health Plan need not tell, or get the consent of, any person to do this. Each person claiming benefits under Health Plan must give Health Plan any information it needs.
3. Facility of Payment. If a payment made or service provided under another Plan includes an amount that should have been paid or provided by or through Health Plan, Health Plan may pay that amount to the organization which made that payment. The amount paid will be treated as if it was a benefit paid by Health Plan.
4. Right of Recovery. If the amount of payments by Health Plan is more than it should have paid under this COB provision, or if it has provided services that should have been paid by the

Primary Plan, Health Plan may recover the excess or the reasonable cash value of the services, as applicable, from one or more of:

- a. The persons it has paid or for whom it has paid;
  - b. Insurance companies; or
  - c. Other organizations.
5. Benefit Reserve Account. When Health Plan does not have to pay full benefits, or recovers the reasonable cash value of the services provided because of COB, the savings will be credited to the Member in a Benefit Reserve Account. These savings can be used by the Member for any unpaid Covered Expense during the calendar year. A Member may request detailed information concerning the Benefits Reserve Account from Health Plan's Patient Accounting Department.

**Military Services**

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

## **SECTION 5 – Getting Assistance; Health Care Service Review; and the Grievance and Appeal Process**

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### **Getting Assistance**

Member Services representatives are available at our Plan Medical Offices and through our Call Center to answer any questions you have about your benefits, available services, and the facilities where you can receive care. For example, they can explain your Health Plan benefits, how to make your first medical appointment, what to do if you move, what to do if you need care while you are traveling, and how to replace an ID card. These representatives can also help you submit a request for payment and/or reimbursement for Emergency Services and Urgent Care Services outside our Service Area (see “Filing for Payment/Reimbursement of a Post Service Claim” for information) or to initiate an Appeal or a Grievance for any unresolved problem.

We want you to be satisfied with your health care. Please discuss any problems with your primary care Plan Provider or other health care professionals treating you. If you are not satisfied with your primary care Plan Provider, you can request a different Plan Provider by calling our Member Services Call Center.

*Inside the Washington, D.C., Metropolitan area*  
301-468-6000

*Outside the Washington, D.C. Metropolitan area*  
1-800-777-7902  
TDD 301-816-6344

### **Definitions:**

As used in this section, the terms below have the following meanings:

**Adverse Decision:** A utilization review decision made by Health Plan that:

- (a) a proposed or delivered Service is or was not medically necessary, appropriate or efficient; and
- (b) may result in non-coverage of the Health Care Service.

An Adverse Decision does not include a decision about your status as a Member under the Health Plan.

**Appeal:** A protest filed in writing by a Member or his or her Authorized representative with Health Plan under its internal appeal process regarding a Coverage Decision concerning a Member. An Appeal does not include a verbal request for reconsideration of a benefit and/or eligibility determination.

**Appeal Decision:** A final determination by Health Plan that arises from an Appeal filed with Health Plan under its Appeal process regarding a Coverage Decision concerning a Member.

**Authorized Representative:** An individual authorized by the Member or state law to act on the Member’s behalf to file claims and to submit Appeals or Grievances to Health Plan. A Health Care Provider (as defined below) may act on behalf of a Member with the Member’s express (written) consent, or without such consent in an Emergency Case.

**Commissioner:** The Maryland Insurance Commissioner.

**Complaint:** A protest filed with the Commissioner of Insurance involving a Coverage Decision or Adverse Decision as described in this section.

**Coverage Decision:** An initial determination by Health Plan or a representative of Health Plan that results in non-coverage of a Health Care Service. Coverage Decision includes nonpayment of all or any part of a claim. It does not include an Adverse Decision.

**Emergency Case:** A case in which an Adverse Decision was rendered pertaining to Health Care Services which have yet to be delivered and such Health Care Services are necessary to treat a condition or illness that, without medical attention would: (a) seriously jeopardize the life or health of the Member or the Member’s ability to regain maximum function; or (b) cause the Member to be in danger to self or others.

**Grievance:** A protest filed by a Member with Health Plan through our internal grievance process regarding an Adverse Decision concerning the Member. A Grievance does not include a verbal request for reconsideration of a Utilization Review determination.

**Grievance Decision:** A final determination by Health Plan that arises from a Grievance filed with us under our internal grievance process regarding an Adverse Decision concerning a Member.

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

**Health Care Provider:** An individual who is: (a) licensed or otherwise authorized in this State to provide health care services in the ordinary course of business or practice of a profession and is the treating provider of the Member; or (b) a hospital.

**Health Care Service:** A health or medical care procedure or service rendered by a Health Care

Provider that: (a) provides testing, diagnosis, or treatment of a human disease or dysfunction; or (b) dispenses drugs, medical devices, medical appliances, or medical goods for the treatment of a human disease or dysfunction; or (c) provides any other care, service, or treatment of disease or injury, the correction of defects, or the maintenance of the physical and mental well-being of human beings.

**Urgent Medical Condition:** As used in this section, a condition that satisfies either of the following:

- (a) A medical condition, including a physical condition, a mental condition, or a dental condition, where the absence of medical attention within 72 hours could reasonably be expected by an individual, acting on behalf of Health Plan, applying the judgment of a prudent layperson who possesses an average knowledge of health and medicine, to result in:
- Placing the Member's life or health in serious jeopardy;
  - The inability of the Member to regain maximum function;
  - Serious impairment to bodily function;
  - Serious dysfunction of any bodily organ or part; or
  - The Member remaining seriously mentally ill with symptoms that cause the member to be a danger to self or others; or
- (b) A medical condition, including a physical condition, a mental health condition, or a dental condition, where the absence of medical attention within 72 hours in the opinion of a Health Care Provider with knowledge of the Member's medical condition, would subject the Member to severe pain that cannot be adequately managed without the care or treatment that is the subject of the Coverage Decision.

### **The Health Care Service Review Program**

#### ***Pre-Service Reviews***

If you do not have an Urgent Medical Condition and you have not received the Health Care Service you are requesting, then within two working days of receiving all necessary information, but no later than 15 calendar days after your request for pre-service review is received, Health Plan will make its determination. We may extend this time period for an additional 15 calendar days if we do not have the necessary information to make our decision. We will notify you or your Authorized Representative of the need for an extension within three calendar days of the initial request and explain in detail what information is required. Necessary information includes, but is not limited to, the results of any face-to-face clinical evaluation or any second opinion that

may be required. We must receive the information requested by the notice, within 45 calendar days from the receipt of the notice identifying the additional necessary information, or we will make our decision based upon the information we have available to us at that time.

If the authorization procedures are not followed, we will notify you and/or your Authorized Representative of the failure to follow the procedures within five calendar days of the request for authorization. The notice will include the proper procedures to be followed to request authorization.

If an admission, procedure or service is pre-authorized, Health Plan will:

- (a) Notify the provider by telephone within one working day of pre-authorization; and
- (b) Confirm the pre-authorization with you and the provider in writing within five working days of our decision.

If pre-authorization is denied, or an alternate treatment or service is recommended, Health Plan will:

- (a) Notify the provider by telephone within one working day of making the denial or alternate treatment or service recommendation; and
- (b) Confirm the denial decision with you and your Authorized Representative in writing within five working days of making our decision.

You or your Authorized Representative may then file an Appeal or Grievance as appropriate, as described below.

#### ***Expedited Pre-Service Reviews***

If you have an Urgent Medical Condition and you have not received the Health Care Service for which you are requesting review, then within 24 hours of your request, we will notify you if we need additional information to make a decision, or if you or your Authorized Representative failed to follow proper procedures which would result in a denial decision. If additional information is requested, you will have only 48 hours in which to submit the requested information. We will make a decision for this type of claim within 48 hours following the earlier of (1) receipt of the information from you; or (2) the end of the period for submitting the requested information. Decision regarding pre-service review if you have an urgent Medical Condition will be communicated to you by telephone within 24 hours. Such decisions will be confirmed in writing within three calendar days of our decision.

#### ***Concurrent Reviews***

When you make a request for additional treatment, when we had previously approved a course of

treatment that is about to end, Health Plan will make concurrent review determinations within one working day of receiving the request or within one working day of obtaining all the necessary information so long as the request for authorization of additional services is made prior to the end of prior authorized services. In the event that the our review results in the end or limitation of Health Care Services, we will make a review determination with sufficient advance notice so that you can file a timely Grievance or Appeal of our decision. If you have an Urgent Medical Condition, then a request for concurrent review will be handled like any other pre-service request for review when an Urgent Medical Condition is involved, except that our decision will be made within one working day.

If Health Plan authorizes an extended stay or additional Health Care Services under the concurrent review, Health Plan will:

- (a) Notify the provider by telephone within one working day of the authorization; and
- (b) Confirm the authorization in writing with you or your Authorized Representative within five working days after the telephone notification. The written notification will include the number of extended days or next review date, or the new total number of Health Care Services approved.

If the request for extended stay or additional Health Care Services is denied, Health Plan will:

- (a) Notify the provider and/or you or your Authorized Representative of the denial by telephone within one working day of making the denial decision; and
- (b) Confirm the denial in writing with you or your Authorized Representative and/or the provider within five working days after the telephone notification. Coverage will continue for Health Care Services until you or your Authorized Representative and the provider rendering the Health Care Service have been notified of the denial decision in writing.

You or your Authorized Representative may then file an Appeal or Grievance, as appropriate, as described below.

#### ***Filing for Payment/Reimbursement of a Post Service Claim***

When you receive an itemized bill from a hospital, physician, or ancillary provider not contracting with us, please forward that bill directly to us for processing. Simply indicate the medical record number of the patient on the bill and submit it directly to us.

A request for payment or reimbursement of the cost of covered services received from physicians, hospitals or other health care providers not contracting with us must be submitted to us within 6 months, or as soon as reasonably possible and, except in the absence of legal capacity, no later than one year from the time proof is otherwise required.

You must notify us within the later of 48 hours of any hospital admission or on the first working day following the admission unless it was not reasonably possible to notify us within that time.

Reimbursement for covered Services will be made to the applicable provider of the Services, or if the claim has been paid, to you or in the case of a child, to the parent who incurred the expenses resulting from the claim or the Department of Health and Mental Hygiene.

#### ***Post-Service Claim Reviews***

Health Plan will make its determination on post-service review within 30 days of receiving a claim. This time period may be extended one time by us, for up to 15 calendar days, if we determine that an extension is necessary because (1) the legitimacy of the claim or the appropriate amount of reimbursement is in dispute and additional information is necessary, or (2) the claim is not clean and, therefore, we need more information to process such claim. We will notify you of the extension within the initial 30 day period. Our notice will explain the circumstances requiring the extension and the date upon which we expect to render a decision. If such an extension is necessary because we need information from you, then our notice of extension will specifically describe the required information which you need to submit. You must respond to requests for additional information within 45 calendar days or we will make our decision based upon the information we have available to us at that time.

We will send a notice to you or your Authorized Representative explaining that:

- (a) The claim was paid; or
- (b) The claim is being denied in whole or in part; or
- (c) Additional information is needed to determine if all or part of the claim will be reimbursed and what specific information must be submitted; or
- (d) The claim is incomplete and/or unclear and what information is needed to make the claim complete and/or clean.

If we deny payment of the claim, in whole or in part, your or your Authorized Representative may then file an Appeal or Grievance, as appropriate, as described below.

### **Internal Grievance and Appeal Processes**

A Member may file a Grievance or an Appeal on their own behalf or through an Authorized Representative.

#### **1. The Health Advocacy Unit of the Office of the Attorney General**

The Health Advocacy Unit can help you or your Authorized Representative prepare a Grievance or an Appeal to file with Health Plan as follows:

- (a) The Health Advocacy Unit is available to assist you or your Authorized Representative with filing a Grievance or Appeal under the internal grievance and appeals processes. However, the Health Advocacy Unit is not available to represent or accompany you and/or your Authorized Representative during the proceeding of the internal grievance and appeals process;
- (b) The Health Advocacy Unit can assist you and/or your Authorized Representative in mediating a resolution of the Adverse Decision or Coverage Decision with Health Plan, but at any time during the mediation, you and/or your Authorized Representative may file a Grievance or Appeal; and
- (c) You and/or your Authorized Representative may file a Complaint with the Commissioner without first filing a Grievance or Appeal as explained below under Maryland Insurance Commissioner.
- (d) The Health Advocacy Unit may be contacted at:

Health Education and Advocacy Unit, Consumer Protection Division  
Office of the Attorney General  
200 St. Paul Place  
Baltimore MD, 21202  
410-528-1840  
1-877-261-8807 (toll free out-of-area)  
410-576-6571 (facsimile)  
[www.oag.state.md.us](http://www.oag.state.md.us) (Web site)  
[heau@oag.state.md.us](mailto:heau@oag.state.md.us) (E-mail address)

#### **2. Maryland Insurance Commissioner**

You or your Authorized Representative must file a Grievance or Appeal with us and exhaust our internal grievance or internal appeals process as described in this section prior to filing a Complaint with the Insurance Commissioner except when:

- (a) The Coverage Decision involves an Urgent Medical Condition for which care has not been rendered;

- (b) You or your Authorized Representative provide sufficient information and supporting documentation in the Complaint that supports a compelling reason to not exhaust our internal process for resolving Grievances (protests regarding Adverse Decisions), such as, when a delay in receiving the Health Care Service could result in loss of life, serious impairment to bodily organ or part, or your remaining seriously mentally ill with symptoms that cause you to be in danger to self or others;
- (c) We failed to make a Grievance Decision for a pre-service Grievance within 30 calendar days after the filing date, or the earlier of 45 working days or 60 calendar days after the filing date for a post-service Grievance; or
- (d) We or our representative failed to make a Grievance Decision for an expedited Grievance for an Emergency Case within 24 hours after you or your Authorized Representative filed the Grievance.

The Maryland Insurance Commissioner may be contacted at:

Maryland Insurance Administration  
Appeal and Grievance Unit  
525 St. Paul Place  
Baltimore, MD 21202-2272  
1-800-492-6116 (toll free out-of-area)  
410-468-2000  
410-468-2260 (facsimile)

#### **3. Internal Grievance Process**

This process applies to a utilization review determination made by us that a proposed or delivered Health Care Service was not medically necessary, appropriate, or efficient thereby resulting in non-coverage of the Health Care Service.

##### ***Initiating a Grievance***

You or your Authorized Representative may initiate a Grievance by submitting a written request, including all supporting documentation that relates to the Grievance to:

Kaiser Permanente  
2101 East Jefferson Street  
Rockville, MD 20852  
Attn: Member Services Appeals Unit

The Grievance must be filed in writing within 180 calendar days from the date of receipt of the Adverse Decision notice. If the Grievance is filed after the 180 calendar days, we will send a letter denying any further review due to lack of timely filing.

If within five working days after you or your Authorized Representative file a Grievance we need additional information to complete our internal Grievance process, we shall notify you or your Authorized Representative that we cannot proceed with review of the Grievance unless we receive the additional information. If assistance is needed and requested, we will assist you or your Authorized Representative in gathering the necessary additional information without further delay.

#### ***Grievance Acknowledgment***

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

##### **(a) Pre-service Grievance**

If the Grievance is for a Health Care Service that the Member is requesting (that is, the Health Care Service has not been rendered), an acknowledgment letter will be sent requesting any additional information that may be necessary within five working days after the filing date. We will also inform you and your Authorized Representative that a decision will be made regarding the Grievance in writing, and such written notice will be sent within 30 calendar days of the filing date of the Grievance.

##### **(b) Post-service Grievance**

If the Grievance is asking for payment for Health Care Services already rendered, a retrospective acknowledgment letter will be sent requesting additional information that may be necessary within five working days after the filing date. We will also inform you and your Authorized Representative that a decision will be made in writing and such written notice will be made within the earlier of 45 working days or 60 calendar days of the filing date of the Grievance.

For both pre-service and post-service Grievances, if there will be a delay in our concluding the Grievance in the designated period, we will send you and your Authorized Representative a letter requesting an extension. Such extension period shall not exceed more than 30 working days. If you or your Authorized Representative do not agree to the extension, then the Grievance will be completed in the original designated period. Any agreement to extend the period for a Grievance decision will be documented in writing.

If the pre-service or post-service Grievance is approved, a letter will be sent to you and your

Authorized Representative stating the approval. If the Grievance was filed by your Authorized Representative, then a letter stating the Grievance Decision will also be sent to you.

If the pre-service or post-service Grievance results in a denial, we will notify you and your Authorized Representative of the decision within 30 calendar days or no later than the last day of the extension period for a pre-service Grievance or the earlier of 45 working days or 60 calendar days from the date of filing or no later than the last day of the extension period for a post-service Grievance.

We may communicate our decision to you verbally and will send a written notice of such verbal communication within five working days of the verbal communication to you and your Authorized Representative.

If we fail to make a Grievance Decision within the stated timeframes herein, or an extension of such timeframe, you or your Authorized Representative may file a Complaint with the Commissioner without waiting to hear from us.

#### **4. Expedited Grievances for Emergency Cases**

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You or your Authorized Representative may seek an expedited review in the event of an Emergency Case as that term is defined in this section. An expedited review of an Emergency Case may be initiated by calling 1-(800)777-7902.

Once expedited review is initiated, clinical review will determine if you have a medical condition which meets the definition of an Emergency Case. A request for expedited review must contain the telephone number where we may reach you or your Authorized Representative in an effort to communicate regarding our review. In the event that additional information is necessary for us to make a determination regarding the expedited review, we will notify you or your Authorized Representative by telephone to inform him/her that review of the expedited review may not proceed unless certain additional information is received. Upon request, we will assist you or your Authorized Representative in gathering such information so that a determination may be made within the prescribed timeframes.

If the clinical review determines that you do not have the requisite medical condition, the request will be managed as a non-expedited Grievance pursuant to the procedure outlined above. If we determine that an urgent medical condition does not exist, we will verbally notify you or your Authorized

Representative within 24 hours, and inform you or the Authorized Representative of the right to file a Complaint with the Commissioner.

If we determine that an Emergency Case does exist, then the expedited review request will be reviewed by a physician who is board certified or eligible in the same specialty as the treatment under review and who is not the individual (or the individual's subordinate) who made the initial decision. If additional information is needed to proceed with the review, we will contact you or your Authorized Representative by telephone or facsimile.

Within 24 hours of the filing date of the expedited review request, we will verbally notify you or your Authorized Person of our decision. We will send written notification to you or your Authorized Representative within one calendar day after the decision is verbally communicated. If approval is recommended, then we will assist you in arranging the authorized treatment or benefit. If the expedited review results in a denial, we will notify you and your Authorized Representative within one calendar day after the decision is verbally communicated.

If we fail to make a decision within the stated timeframes for an expedited review, you or your Authorized Representative may file a Complaint with the Commissioner without waiting to hear from us.

#### **5. Notice of Adverse Grievance Decision**

If our review of a Grievance, including an expedited Grievance, results in denial, we will send you and your Authorized Representative written notice of our Grievance Decision within the time frame stated above. This notification shall include:

- (a) the specific factual basis for the decision in clear understandable language;
- (b) references to any specific criteria or standards on which the decision was based, including but not limited to interpretive guidelines used by us;
- (c) a statement that the Member is entitled to receive upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim. If specific criterion was relied upon, either a copy of the criterion or a statement that such criterion will be provided free of charge upon request. If the determination was based on medical necessity, experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment, applying the terms of the plan to the Member's medical circumstances, or provide a statement that such

explanation will be supplied free of charge upon request;

- (d) the name, business address, and business telephone number of the medical director who made the Grievance Decision;
- (e) a description of your or your Authorized Representative's right to file a complaint with the Commissioner within 30 working days after receipt of our Grievance Decision; and
- (f) the Commissioner's address, telephone number and facsimile number.

#### **6. Internal Appeal Process**

This process applies to our Coverage Decisions and you must exhaust our internal Appeal process prior to filing a Complaint with the Commissioner, except if our Coverage Decision involves an Urgent Medical Condition for which care has not been rendered.

##### **Initiating an Appeal**

You or your Authorized Representative must file an Appeal within 180 calendar days from the date of receipt of the Coverage Decision. The Appeal should be sent to us at the address shown at the beginning of this section.

We will respond in writing to an Appeal within 30 calendar days for a pre-service claim, or 60 calendar days for a post-service claim after our receipt of the Appeal. If our review results in a denial, we will notify you and your Authorized Representative in writing within three calendar days after the Appeal Decision has been verbally communicated. This notification will include:

- (a) the specific factual basis for the decision in clear understandable language;
- (b) reference to the specific plan provision on which determination was based;
- (c) a description of your right to file a Complaint with the Commissioner within 60 working days after receipt of our Appeals Decision;
- (d) the Commissioner's address, telephone number and facsimile number.

##### **Filing Complaints About Health Plan**

If you have any complaints about the operation of Health Plan or your care, you may file a complaint with:

Maryland Insurance Administration  
Inquiry and Investigation  
Life and Health  
525 St. Paul Place  
Baltimore, MD 21202-2272  
410-468-2244

## **SECTION 6 – Termination of Membership**

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Your group is required to inform the Subscriber of the date your coverage terminates. If your membership terminates, all rights to benefits end at 11:59 p.m. on the termination date. In addition, Dependents' membership end at the same time as the Subscriber's membership ends.

You will be billed at Non-Member Rates for any Services you receive after your membership terminates. Health Plan and Plan Providers have no further responsibility under this EOC after your membership terminates, except as provided under "Extension of Benefits" in this "Termination of Membership" section.

This "Termination of Membership" section describes how your membership may end and explains how you will be able to maintain Health Plan coverage without a break in coverage if your membership under this EOC ends.

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

If you meet the eligibility requirements described under "Who is Eligible" in the "Eligibility and Enrollment" section on the first day of a month, but later in that month you no longer meet those eligibility requirements, your membership terminates on the last day of that month unless your Group has an arrangement with us to terminate at a time other than the last day of the month. Please check with your Group's benefits administrator to confirm your termination date.

### **Termination of Group Agreement**

If your Group's Agreement with us terminates for any reason, your membership ends on the same date.

### **Termination for Cause**

We may terminate the memberships of the Subscriber and all Dependents in your Family Unit by sending written notice to the Subscriber at least 31 days before the termination date if you anyone in your Family Unit commits any of the following acts:

- You knowingly (1) misrepresent membership status, (2) present an invalid prescription or physician order, (3) misuse (or let someone else misuse) a Member ID card, or (4) commit any other type of fraud in connection with your membership
- You knowingly furnish incorrect or incomplete information to us or fail to notify us of changes in your family status or Medicare coverage that may affect your eligibility or benefits

- You no longer live or work within Health Plan's Service Area

We may report any member fraud to the authorities for prosecution.

### **Termination for Nonpayment**

#### **Nonpayment of Dues**

You are entitled to coverage only for the period for which we have received the appropriate Dues from your Group. If your Group fails to pay us the appropriate Dues for your Family Unit, we will terminate the memberships of everyone in your Family Unit.

#### **Nonpayment of any other charges**

We may terminate the memberships of a Subscriber and all Dependents in your Family Unit if any one of you fails to pay any amount he or she owes to Health Plan or Medical Group, or fails to pay Copayments to any Plan Provider. We will send written notice of the termination to the Subscriber at least 31 days before the termination date.

### **Extension of Benefits**

In those instances when your coverage with us has terminated, we will extend benefits for covered services, without Dues, in the following instances:

- If you are Totally Disabled at the time your coverage ends, we will continue to provide benefits for covered services related to the condition causing the disability. Coverage will stop at the point you no longer qualify as being Totally Disabled, or up to 12 months from the date your coverage ends, whichever comes first.
- If you have ordered eyeglasses or contact lenses before the date your coverage ends, we will provide benefits for covered eyeglasses or contact lenses received within 30 days following the date you placed the order.
- If you are in the midst of a course of covered dental treatment at the time your coverage ends, we will continue to provide benefits, in accordance with the EOC in effect at the time your coverage ended, for a period of 90 days following the date your coverage ended.
- If you are in the midst of a course of covered orthodontic treatment at the time your coverage ends, we will continue to provide benefits, in accordance with the EOC in effect at the time your coverage ended, for a period of:
  - 60 days following the date your coverage ended if the orthodontist has agreed to or is receiving monthly payments; or

- until the latter of 60 days following the date your coverage ended, or the end of the quarter in progress, if the orthodontist has agreed to accept or is receiving payments on a quarterly basis.

To assist us, if you believe you qualify under this “Extension of Covered Services” provision, we encourage you to notify us in writing.

**Limitation(s):**

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

- Failure to pay Dues by the Member;
- Members’ whose coverage ends because of fraud or material misrepresentation by the Member;
- When coverage is provided by another health plan and that health plan’s coverage:
  - is provided at a cost to the individual that is less than or equal to the cost to the individual of the extended benefit available under this EOC; and,
  - will not result in an interruption of benefits to the Member.

**Discontinuation of a Product or All Products**

We may discontinue offering a particular product or all products in a market, as permitted by law. If we discontinue offering in a market the product described in this EOC, we will give 90 days prior written notice to the Subscriber. If we discontinue offering all products to groups in a market, we will give 180 days prior written notice to the Subscriber.

**Continuation of Group Coverage under**

**Federal Law**  
**(COBRA)**

You may be able to continue your coverage under this EOC for a limited time after you would otherwise lose eligibility, if required by the federal COBRA law. Members are not ineligible for COBRA continuation coverage solely because they live in another Kaiser Foundation Health Plan or allied plan service area. Please contact your Group if you want to know how to elect COBRA coverage or how much you will have to pay your Group for it.

**Continuation of Coverage under State Law**

**Death of the Subscriber**

- A Member who would otherwise lose coverage may continue uninterrupted coverage hereunder upon arrangement with Group in compliance with applicable Maryland law if:
  - The Member resides in Maryland, and
  - The Member’s coverage is through a Subscriber who dies.

The election period for such coverage provided under Maryland law shall begin with the date on which there has been an applicable change in status and end no sooner than 45 days after such date.

- Coverage under this section continues only upon payment of applicable monthly charges, which may include an allowable reasonable administrative fee, not to exceed 2% of the entire cost to the employer, to Group at the time specified by Group, and terminates on the earliest of:

- Termination of this Agreement; or
- Eligibility of the Member under any other group health plan or entitlement to Medicare benefits; or
- Acceptance of coverage under any non-group health insurance plan or health maintenance organization; or
- Ceasing to qualify as a dependent child; or
- Expiration of 18 calendar months after the death of the Subscriber.

**Divorce of the Subscriber and his/her Spouse**

- A Member who would otherwise lose coverage may continue uninterrupted coverage hereunder upon arrangement with Group in compliance with applicable Maryland law, if:
  - The Member resides in Maryland, and
  - The Member’s coverage is through a Subscriber who is divorced.

The notification period for the applicable change in status provided under Maryland law shall begin with the date on which there has been a change in status and end no sooner than 60 days after such date.

- Coverage under this section continues only upon payment of applicable monthly charges to Group at the time specified by Group, and terminates on the earliest of:

- Termination of this Agreement; or
- Eligibility of the Member under any other group health plan or entitlement to Medicare benefits; or
- Acceptance of coverage under any non-group health insurance plan or health maintenance organization; or
- Ceasing to qualify as a dependent child; or
- Marriage of the Member.

**Voluntary or Involuntary Termination of a Subscriber’s Employment for Reasons Other Than for Cause**

- A Member who would otherwise lose coverage may continue uninterrupted coverage hereunder upon arrangement with Group in compliance with applicable Maryland law, if:

- The Member resides in Maryland, and
- The Member is a Subscriber, or the Member's coverage is through a Subscriber, whose employment voluntarily or involuntarily terminates (other than for cause).
- Coverage under this section continues only upon payment of applicable monthly charges, which may include an allowable reasonable administrative fee not to exceed 2% of the entire cost to the employer, to Group at the time specified by Group, and terminates on the earliest of:
  - Termination of this Agreement; or
  - Eligibility of the Member under any other group health plan or entitlement to Medicare benefits; or
  - Acceptance of coverage under any non-group health plan or health maintenance organization; or
  - Ceasing to qualify as a dependent; or
  - Expiration of 18 calendar months after the termination of Subscriber's employment.

**Coverage Under the Continuation Provision of Group's Prior Plan**

An individual who previously had continued group coverage with a health benefits carrier or health maintenance organization other than Health Plan and who becomes, by virtue of applicable Maryland law, eligible to continue group coverage with Health Plan, may enroll in Health Plan and continue coverage as set forth in this section.

For purposes of this section, "Member" includes a child born to a surviving or divorced spouse who is enrolled under this section.

Unless otherwise agreed to by Group, subject to these provisions, a person who is a Member hereunder on the first day of a month is covered for the entire month.

**USERRA**

If you are called to active duty in the uniformed services, you may be able to continue your coverage under this EOC for a limited time after you would otherwise lose eligibility, if required by the federal USERRA law. Members are not ineligible for USERRA continuation coverage solely because they move or live outside our Service Area. You must submit a USERRA election form to your Group within 60 days after your call to active duty. Please contact your Group if you want to know how to elect USERRA coverage or how much you will have to pay your Group for it.

**Conversion of Membership**

You may be eligible to convert to a non-group plan if you no longer meet the eligibility requirements described under "Who is Eligible" in the "Eligibility and Enrollment" section, or if you enroll in COBRA or USERRA continuation of coverage and then lose eligibility for that COBRA or USERRA coverage; or if you enroll in the state continuation of coverage and then lose eligibility for that state continuation of coverage. However, you may not convert to this non-group plan if

- you continue to be eligible for coverage through your Group,
- you live in another Kaiser Foundation Health Plan or allied plan service area, except that the Subscriber's or the Subscriber's Spouse's otherwise eligible children are not ineligible to be covered dependents solely because they live in another Kaiser Foundation Health Plan or allied plan service area if (1) they are attending an accredited college or accredited vocational school or (2) you are required to cover them pursuant to a Qualified Medical Child Support Order (QMCSO),
- we terminated your membership under "Termination for Cause" or "Nonpayment of other charges" in this "Termination of Membership" section.

You must apply to convert your membership within the later of 31 days after your Group coverage ends or the date we notify you of your conversion rights. During this period, no medical review is required, and your non-group coverage begins when your Group coverage ends. You will have to pay dues, and the benefits and copayments under the non-group coverage may differ from those under this EOC.

If we fail to notify you of your conversion option within 30 days of the Group's termination, then you will have 90 days from such termination date to exercise your conversion option.

For information about converting your membership or about other non-group plans, call our Member Services Call Center.

Inside the Washington, D.C., Metropolitan area  
(301) 468-6000  
TDD (301) 816-6344

Outside the Washington, D.C. Metropolitan area  
1-800-777-7902

## **SECTION 7 – Miscellaneous Provisions**

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### **Administration of Agreement**

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

### **Advance Directives**

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The following legal forms help you control the kind of health care you will receive if you become very ill or unconscious:

- *Durable Power of Attorney for Health Care* lets you name someone to make health care decisions for you when you cannot speak for yourself. It also lets you write down your views on life support and other treatments.
- *A Living Will* and the *Natural Death Act Declaration to Physicians* lets you write down your wishes about receiving life support and other treatment.

For additional information about Advance Directives, including how to obtain forms, including the information sheet developed by the Maryland Department of Health and Mental Hygiene and the Attorney General, and instructions, visit our website at [kp.org](http://kp.org) or contact our Member Services Call Center.

Inside Washington, D.C., Metropolitan area  
(301) 468-6000, or in the Baltimore, Maryland  
TDD (301) 816-6344

Outside the Washington, D.C. Metropolitan area  
1-800-777-7902

### **Amendment of Agreement**

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Your Group's Agreement with us will change periodically. If these changes affect this EOC, a revised EOC will be issued to you.

### **Applications and Statements**

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

### **Assignment**

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

### **Attorney Fees and Expenses**

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In any dispute between a Member and Health Plan or Plan Providers, each party will bear its own attorneys' fees and other expenses.

### **Contestability**

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The contract may not be contested, except for non-payment of Dues, after it has been in force for two years from the date of issue.

A statement made by a Member covered under the contract relating to insurability may not be used in contesting the validity of coverage with respect to which the statement was made after coverage had been in force before the contest for a period of two years during the Member's lifetime.

Absent of fraud, each statement made by an applicant, employer or Member is considered a representation and not a warranty. Therefore, a statement made to effectuate coverage may not be used to void coverage or reduce benefits under the contract unless:

- a. the statement is contained in a written instrument signed by the applicant, employer, or Member; and
- b. a copy of the statement is provided to the applicant, employer or Member.

### **Contracts with Plan Providers**

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Health Plan and Plan Providers are independent contractors. Your Plan Providers are paid in a number of ways, including salary, capitation, per diem rates, case rates, fee for service, and incentive payments. If you would like further information about the way Plan Providers are paid to provide or arrange medical and hospital care for Members, please refer to your *Provider Directory* or call our Member Services Call Center in the Washington, D.C., Metropolitan area at (301) 468-6000, or in the Baltimore, Maryland Metropolitan Area at 1-800-777-7902. Our TDD is (301) 816-6344.

Our contracts with Plan Providers provide that you are not liable for any amounts we owe. However, you may be liable for the cost of non-covered Services or Services you obtain from Non-Plan Providers, except for Emergency Services or authorized referrals.

If our contract with any Plan Provider terminates, for reasons unrelated to fraud, patient abuse, incompetence, or loss of licensure status, while you are under the care of that Plan Provider, you may continue to see that provider and we will retain financial responsibility for covered Services you

receive, in excess of any applicable Copayments, Coinsurance or Deductibles for a period not to exceed 90 days from the date we have notified you of the Plan Provider's termination.

### **Governing Law**

Except as preempted by federal law, this EOC will be covered in accord with the State of Maryland law and any provision that is required to be in this EOC by state or federal law shall bind Members and Health Plan whether or not set forth in this EOC.

### **Groups and Members not Health Plan's Agents**

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

### **Member Rights and Responsibilities**

Kaiser Permanente is committed to providing you and your family with quality health care Services. In a spirit of partnership with you, here are the rights and responsibilities we share in the delivery of your health care Services.

#### ***MEMBER RIGHTS***

As a member of Kaiser Permanente, you have the right to:

- 1. Receive information that empowers you to be involved in health care decision making. This includes your right to:**
  - a. Actively participate in discussions and decisions regarding your health care options.
  - b. Receive and be helped to understand information related to the nature of your health status or condition, including all appropriate treatment and non-treatment options for your condition and the risks involved - no matter what the cost is or what your benefits are.
  - c. Receive relevant information and education that helps promote your safety in the course of treatment.
  - d. Receive information about the outcomes of health care you have received, including unanticipated outcomes. When appropriate, family members or others you have designated will receive such information.
  - e. Refuse treatment, providing you accept the responsibility and consequences of your decision.
  - f. Complete an Advance Directive, a durable power of attorney for health, living will, or other health care treatment directive. You can rescind or modify these documents at any time.

- g. Receive information about research projects that may affect your health care or treatment. You have the right to choose to participate in research projects.
- h. Receive access to your medical records and any information that pertains to you, except as required or permitted by law. You will be asked to provide written permission from you or your authorized representative before your records are released, unless otherwise permitted by law.

#### **2. Receive information about Kaiser Permanente and your plan. This includes your right to:**

- a. Receive the information you need to choose or change your Primary Care Physician, including the name, professional level, and credentials of the doctors assisting or treating you.
- b. Receive information about Kaiser Permanente, our services, our practitioners and providers, and the rights and responsibilities you have as a member. You also can make recommendations regarding Kaiser Permanente's member rights and responsibility policies.
- c. Receive information about financial arrangements with physicians that could affect the use of services you might need.
- d. Receive emergency services when you, as a prudent layperson, acting reasonably, would have believed that an emergency medical condition existed.
- e. Receive covered urgently needed services when traveling outside Kaiser Permanente's service area or in the service area when unusual or extenuating circumstances prevent you from obtaining care from your Personal Physician.
- f. Receive and examine an explanation of any bills for services that are not covered.
- g. File a grievance or appeal without fear of retribution or discrimination, expect problems to be fairly examined, and receive an acknowledgement and a resolution in a timely manner.

#### **3. Receive professional care and service. This includes your right to:**

- a. Receive appropriate and covered health care services in an efficient, prompt, caring, and professional manner.
- b. Have your medical care handled confidentially and in a way that respects your privacy.
- c. Be treated with respect and dignity.

- d. Request that a staff member be present as a chaperone during medical appointments or tests.
- e. Receive and exercise your rights and responsibilities without any discrimination based on age, gender, sexual orientation, race, ethnicity, religion, disability, medical condition, national origin, educational background, reading skills, ability to speak or read English, or economic or health status.
- f. Request interpreter services in your primary language at no charge.
- g. Receive health care in facilities that are environmentally safe and accessible to all.

#### **MEMBER RESPONSIBILITIES**

As a member of Kaiser Permanente, you are asked to:

##### **1. Promote your own good health:**

- a. Be active in your health care and engage in healthy habits.
- b. Select a Primary Care Physician. You may choose a doctor who practices in the specialty of Internal Medicine, Pediatrics, or Family Practice as your Personal Physician.
- c. To the best of your ability, give accurate and complete information about your health history and health condition to your doctor or other health care professionals treating you.
- d. Work with us to help you understand your health problems and develop mutually agreed upon treatment goals.
- e. Talk with your doctor or health care professional if you have questions or do not understand or agree with any aspect of your medical treatment.
- f. Do your best to improve your health by following the treatment plan and instructions your physician or health care professional recommends.
- g. Schedule the health care appointments your physician or health care professional recommends.
- h. Keep scheduled appointments or cancel appointments with as much notice as possible.

##### **2. Know and understand your plan and benefits:**

- a. Read about your health care benefits and become familiar with them. Call us when you have questions or concerns.
- b. Bring payment with you when your visit includes a copayment, coinsurance or deductible.

##### **3. Promote respect and safety for others:**

- a. Extend the same courtesy and respect to others that you expect when seeking health care services.
- b. Assure a safe environment for other members, staff, and physicians by not threatening or harming others.

#### **Named Fiduciary**

Under our Agreement with your Group, we have assumed the role of a “named fiduciary,” a party responsible for determining whether you are entitled to benefits under this EOC. Also, as a named fiduciary, we have the authority to review and evaluate claims that arise under this EOC. We conduct this evaluation independently by interpreting the provisions of this EOC.

#### **No Waiver**

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

#### **Nondiscrimination**

We do not discriminate in our employment practices on the basis of age, race, color, national origin, religion, sex, sexual orientation, or physical or mental disability.

#### **Notices**

Our notices to you will be sent to the most recent address we have on file for the Subscriber. The Subscriber is responsible for notifying us of any change in address. Subscribers who move should call our Member Services Call Center in the Washington, D.C., Metropolitan area at (301) 468-6000, or in the Baltimore, Maryland Metropolitan Area at 1-800-777-7902 as soon as possible to give us their new address. Our TDD is (301) 816-6344.

#### **Overpayment Recovery**

We may recover any overpayment we make for Services from anyone who receives such an overpayment, or from any person or organization obligated to pay for the Services, to the extent that if we have made payment to a health care provider, we may only retroactively deny reimbursement to the health care provider during the 6-month period after the date we paid the claim submitted by the health care provider.

**Privacy Practices**

Kaiser Permanente will protect the privacy of your protected health information (PHI). We also require contracting providers to protect your PHI. PHI is health information that includes your name, social security number, or other information that reveals who you are. You may generally see and receive copies of your PHI, correct or update your PHI, and ask us for an accounting of certain disclosures of your PHI.

We may use or disclose your PHI for treatment, payment, and health care operations purposes, including health research and measuring the quality of care and Services. In addition, we are sometimes required by law to give PHI to government agencies or in judicial actions. We will not use or disclose your PHI for any other purpose without your (or your representative's) written authorization, except as described in our *Notice of Privacy Practices*. Giving us authorization is at your discretion.

This is only a brief summary of some of our key privacy practices. For a more detailed explanation of our privacy practice please refer to the *Notice of Privacy Practices* mailed with your enrollment materials.

**KAISER FOUNDATION HEALTH PLAN  
OF THE MID-ATLANTIC STATES, INC.**

By: 

Ruben J. Burnett  
Vice President, Marketing, Sales & Business  
Development

## APPENDICES

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### **Definitions**

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

**Allowable Charges (AC):** means either:

- For Services provided by Health Plan or Medical Group, the amount in the Health Plan's schedule of Medical Group and Health Plan charges for Services provided to Members;
- For items obtained at a Plan Pharmacy, the "Member Standard Value" which means the cost of the item calculated on a discounted wholesale price plus a dispensing fee;
- For all other Services,
  - the amount the provider has contracted to accept;
  - the amount the provider has negotiated with the Health Plan;
  - the amount stated in the fee schedule that providers have agreed to accept as payment for those Services; or,
  - the amount that the Health Plan pays for those Services.

For non-Plan Providers, the Allowable Charge shall not be less than the amount the Health Plan must pay pursuant to §19-710.1 of the Health General Article of the Annotated Code of Maryland.

**Coinsurance:** The percentage of Allowable Charges that you must pay when you receive a covered Service as listed under "Copayments and Coinsurance" in the Summary of Services and Cost Shares section of the Appendix.

**Copayment:** A specific dollar amount that you must pay when you receive a covered Service as listed under "Copayments and Coinsurance" in the Summary of Services and Cost Shares section of the Appendix.

**Cost Share:** The amount of the Allowable Charge that you must pay for covered Services through Copayments, and Coinsurance.

**Dependent:** A Member whose relationship to a Subscriber is the basis for membership eligibility and who meets the eligibility requirements as a Dependent (for Dependent eligibility requirements see "Who Is Eligible" in the "Eligibility and Enrollment" section.).

**Premium:** Periodic membership charges paid by Group.

**Emergency Services:** Health care Services that are provided in a hospital emergency facility after the sudden onset of a medical condition that manifests itself by symptoms of sufficient severity, including severe pain, that the absence of immediate medical attention could reasonably be expected by a prudent layperson, who possesses an average knowledge of health and medicine, to result in:

1. Placing the patient's health in serious jeopardy;
2. Serious impairment to bodily functions;
3. Serious dysfunction of any bodily organ or part; or
4. In the case of a pregnant woman, serious jeopardy to the health of the mother and/or fetus.

**Family Unit:** A Subscriber and all of his or her enrolled Dependents.

**Fee Schedule:** A listing of procedure-specific fees developed by Health Plan and for which the Plan Provider agrees to accept as payment in full for covered Services rendered.

**Health Plan:** Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc. This EOC sometimes refers to health Plan as "we" or "us".

**Kaiser Permanente:** Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc., Mid-Atlantic Permanente Medical Group, and Kaiser Foundation Hospital.

**Medical Group:** Mid-Atlantic Permanente Medical Group.

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

**Member:** A person who is eligible and enrolled under this EOC, and for whom we have received applicable Premium. This EOC sometimes refers to Member as "you" or "your."

**Non-physician Specialist:** A health care provider who:

- Not a physician;
- Is licensed or certified under the Health Occupations Article; and
- Is certified or trained to treat or provide health care services for a specified condition or disease in a manner that is within the scope of the license or certification of the health care provider.

**Participating Network Pharmacy:** Any pharmacy with whom we have entered into an agreement to provide pharmaceutical Services to Members.

**Plan:** Kaiser Permanente.

**Plan Facility:** A Plan Medical Center, a Plan Provider's medical office, a Plan Provider's facility, or a Plan Hospital.

**Plan Hospital:** Any hospital in our Service Area where you receive hospital care pursuant to our arrangements made by a Plan Physician.

**Plan Medical Center:** A building within our Service Area that is owned and operated by us in which Medical Group practices medicine and provides primary care, specialty care, and ancillary care Services to Members.

**Plan Pharmacy:** Any pharmacy located at a Plan Medical Center.

**Plan Physician:** Any licensed physician who is an employee of Medical Group, or any licensed physician who contracts with us to provide Services and supplies to Members.

**Plan Provider:** A Plan Hospital, Plan Physician, or other health care provider, including non-physician specialists, that contracts with us to provide Services to Members.

**Service Area:** The areas of the District of Columbia; the following Virginia counties – Arlington, Fairfax, Prince William, Loudoun; the following Virginia cities – Falls Church, Fairfax, Alexandria, Manassas and Manassas Part; the following Maryland areas: the City of Baltimore; the following Maryland counties: Baltimore, Carroll, Harford, Anne Arundel, Howard, Montgomery, and Prince George's, and specific zip codes within Calvert, Charles, and Frederick counties. A listing of these ZIP codes may be obtained from any Health Plan office.

**Services:** Health care Services or items.

**Skilled Nursing Facility:** A facility that provides inpatient skilled nursing care, rehabilitation Services, or other related health care Services and is certified by Medicare. The facility's primary business must be the provision of 24-hour-a-day licensed skilled nursing care. The term "Skilled Nursing Facility" does not include a convalescent nursing home, rest facility, or facility for the aged that furnishes primarily custodial care, including training in routines of daily living.

**Spouse:** Your legal husband or wife.

**Subscriber:** A Member who is eligible for membership on his or her own behalf and not by virtue of Dependent status (unless coverage is provided under a continuation of coverage provision) and who meets the eligibility requirements as a Subscriber (for Subscriber eligibility requirements, see "Who is Eligible" in the "Eligibility and Enrollment" section).

**Totally Disabled:**

**For Subscribers and Adult Dependents:**  
**Dependents:** In the judgment of a Medical Group Physician, a person is totally disabled by reason of injury or sickness if the Member is unable to perform each and every duty pertaining to his or her occupation during the first 52 weeks of the disability. After the first 52 weeks, a person is totally disabled if the Member is unable to perform each and every duty of any business or occupation for which the Member is reasonably fitted by education, training and experience.

**For Dependent Children:** In the judgment of a Medical Group Physician, an illness or injury which makes the child unable to substantially engage in any of the normal activities of children in good health and like age.

**Urgent Care Services:** Services required as the result of a sudden illness or injury, which require prompt attention, but are not of an emergent nature.



## Summary of Services and Cost Shares

This summary does not describe benefits. For the description of a benefit, including any limitations or exclusions, please refer to the identical heading in the “Benefits” section (also refer to the “Exclusions, Limitations and Reductions” section, which applies to all benefits). **Note:** Additional benefits may also be covered under Riders attached to this EOC, and which follow this Summary of Services and Cost Shares.

### DEPENDENT AGE LIMIT

Eligible Dependent children are covered from birth to age 25, or up to age 25 if approved by Health Plan.

### MEMBER COST-SHARE

Your Cost Share is the amount of the Allowable Charge for a covered Service that you must pay through Copayments and Coinsurance. Allowable Charge means:

- For Services provided by Health Plan or Medical Group, the amount in the Health Plan's schedule of Medical Group and Health Plan charges for Services provided to Members;
- For items obtained at a Plan Pharmacy, the “Member Standard Value” which means the cost of the item calculated on a discounted wholesale price plus a dispensing fee;
- For all other Services,
  - the amount the provider has contracted to accept;
  - the amount the provider has negotiated with the Health Plan;
  - the amount stated in the fee schedule that providers have agreed to accept as payment for those Services; or,
  - the amount that the Health Plan pays for those Services.

For non-Plan Providers, the Allowable Charge shall not be less than the amount the Health Plan must pay pursuant to §19-710.1 of the Health General Article of the Annotated Code of Maryland.

Your Cost Share is due when you receive a Service. You must pay or arrange for payment of amounts you owe. If you are not able to pay your Cost Share at the time of your visit, we may agree to bill you. If we bill you, we will increase the Cost Share by \$10 and mail you a bill for the entire Cost Share amount, but the additional amount will not count toward your Copayment Maximum. If you do not pay your Cost Share when you receive the Service, Plan Providers may reschedule future non-urgent appointments until after you have paid in full or made other payment arrangements.

**Missed Appointment Fee:** If you fail to appear for an appointment that has not been cancelled before your appointment time, you will be responsible for a payment in the amount of \$25. We will bill you for this amount and the fee for the missed appointment will not count toward your Deductible or Copayment or Out-of-Pocket Maximum.

<b>Copayments and Coinsurance</b>	
Covered Service	You Pay
<b>Outpatient Care</b>	
Office visits (for other than preventive health care Services)	
Primary care office visits	
For adults	\$15 per visit
For children under age 5	No charge
For children age 5 or older	\$15 per visit
Specialty care office visits	\$25 per visit
Consultations and immunizations for foreign travel	\$15 per visit
Outpatient surgery	\$100 per visit
Anesthesia	No charge
Chemotherapy and radiation therapy	\$25 per visit
Respiratory therapy	\$25 per visit

<b>Covered Service</b>	<b>You Pay</b>
Medical social Services	\$15 per visit
House calls	No charge
<b>Hospital Inpatient Care</b>	
All charges incurred during a covered stay as an inpatient in a hospital	\$500 per admission
<b>Accidental Dental Injury Services</b>	
Limited to a maximum benefit of \$2,000 per contract year.	Applicable Cost Shares will apply, based on type and place of Service
<b>Allergy Services</b>	
Evaluations and treatment	Applicable Cost Shares will apply, based on type and place of Service
Injection visits and serum	\$15 per visit
<b>Ambulance Services</b>	
By a licensed ambulance Service, per encounter	No charge
<b>Anesthesia for Dental Services</b>	
Anesthesia and associated hospital or ambulatory Services for certain individuals only.	Applicable Cost Shares will apply, based on type and place of Service
<b>Blood, Blood Products and Their Administration</b>	
	No charge
<b>Chemical Dependency and Mental Health Services</b>	
Treatment of mental illness, emotional disorders, drug and alcohol abuse described in the “Benefits” section	
Inpatient psychiatric and substance abuse care, including detoxification	Applicable inpatient Cost Shares will apply
Partial hospitalization (not to exceed 60 days per contract year)	\$25 per visit
Outpatient psychiatric and substance abuse care	\$20 per visit for individual therapy; \$10 per visit for group therapy
Medication management visits	\$25 per visit
Methadone treatment	\$25 per week, but not to exceed 50% of the daily cost of the treatment
Psychiatric Residential Crisis Services	\$500 per admission
<b>Cleft Lip, Cleft Palate, or Both</b>	
	Applicable Cost Shares will apply, based on type and place of Service
<b>Clinical Trials</b>	
	Applicable Cost Shares will apply, based on type and place of Service
<b>Diabetic Equipment, Supplies and Self-Management Training</b>	
Diabetic equipment and supplies	20% of AC*
Self-management training	Applicable Cost Shares will apply, based on place of Service

Covered Service	You Pay
<b>Dialysis</b>	
Inpatient care	Applicable inpatient care Cost Shares will apply
Outpatient Care	\$25 per visit
<b>Drugs, Supplies, and Supplements</b>	
Administered by or under the supervision of a Plan Provider	No charge
<b>Outpatient Durable Medical Equipment</b>	
<b>Outpatient Basic Durable Medical Equipment</b>	No charge
<b>Outpatient Supplemental Durable Medical Equipment</b>	
<ul style="list-style-type: none"> <li>• Oxygen and Equipment (Must be certified every 30 days)</li> </ul>	No charge for 1st 3 months; 50% of AC each month thereafter
<ul style="list-style-type: none"> <li>• Positive Airway Pressure Equipment (Must be certified every 30 days)</li> </ul>	No charge for 1st 3 months; 50% of AC each month thereafter
<ul style="list-style-type: none"> <li>• Apnea Monitors (Infants under 3, not to exceed a period of 6 months)</li> </ul>	No charge
<ul style="list-style-type: none"> <li>• Asthma Equipment</li> </ul>	No charge
<ul style="list-style-type: none"> <li>• Bilirubin Lights (Infants under 3, not to exceed a period of 6 months)</li> </ul>	No charge
<b>Emergency Services</b>	
Emergency Room Visits	
<ul style="list-style-type: none"> <li>• Inside the Service Area</li> </ul>	\$50 per visit; copay waived if immediately admitted.
<ul style="list-style-type: none"> <li>• Outside the Service Area</li> </ul>	\$50 per visit; copay waived if immediately admitted.
<b>Family Planning</b>	
Office visits	\$15 per visit
Tubal ligation, Vasectomy, Voluntary termination of pregnancy	Applicable Cost Share will apply based on place of Service
<b>Habilitative Services</b>	
For children under age 19	\$25 per visit
<b>Note:</b> applicable Inpatient Hospital Cost Shares will also apply for Services provided in a Hospital.	
<b>Hearing Services</b>	
Hearing tests (newborn hearing screening tests are covered under preventive health care Services)	Applicable office visit Cost Share will apply
Hearing aids for children under age 18.	
<ul style="list-style-type: none"> <li>• Hearing aid tests</li> </ul>	Applicable office visit Cost Share will apply
<ul style="list-style-type: none"> <li>• Hearing aids (Limited to a maximum benefit of \$1400 per hearing aid per ear, or to \$2800 for a single hearing device that provides hearing aid to both ears, every 36 months.)</li> </ul>	No charge up to Health Plan maximum payment

Covered Service	You Pay
<b>Home Health Care</b> See Section 3 for benefit limitations	No charge
<b>Hospice Care</b>	No charge
<b>Infertility Services</b>	
Office visits	50% AC*
Inpatient Hospital Care	50% AC*
All other Services for treatment of infertility	50% AC*
Note: Coverage for In-vitro fertilization is limited to a maximum of three attempts per live birth, not to exceed a maximum lifetime benefit of \$100,000.	
<b>Maternity Services</b>	
Outpatient prenatal care (after confirmation of pregnancy) and first postpartum visit	No charge
Inpatient obstetrical care and delivery, including cesarean section	\$500 per admission
Newborn home visit as described in the “Benefits” section	Not subject to the Deductible or applicable Copayment or Coinsurance
<b>Medical Foods</b>	25% of AC*
<b>Morbid Obesity Services</b>	Applicable Cost Shares will apply based on type and place of Service
<b>Oral Surgery</b> <b>Note:</b> applicable inpatient Cost Shares will also apply for Services provided in a hospital or other inpatient facility.	\$25 per visit
<b>Preventive Health Care Services</b>	
Routine physical exams for adults	No charge
Routine preventive tests for adults	No charge
Well child care visits	No charge Copayment waived for children under age 5
Routine immunizations for children and adults (No additional charge for immunization agent)	No charge Copayment waived for children under age 5
<b>Prosthetic Devices</b>	
Internally implanted devices	No charge
Ostomy and urological supplies	No charge
Breast prosthetics	No charge
Hair Prosthesis (Limited to a maximum of \$350 per course of chemotherapy and/or radiation therapy)	No charge

Covered Service	You Pay
<b>Reconstructive Surgery</b>	Applicable Cost Shares will apply based on place and type of Service.
<b>Skilled Nursing Facility Care</b> Limited to a maximum benefit of 100 days per contract year	\$500 per admission
<b>Therapy and Rehabilitation Services</b> (Refer to Section 3 for benefit maximums)	
Inpatient Services	Applicable inpatient Cost Shares will apply
Outpatient Services	\$25 per visit
<b>Note:</b> All Services received in one day for multidisciplinary rehabilitation Services at a day treatment program will be considered one visit.	
<b>Transplants</b>	Applicable Cost Shares will apply based on place and type of Service
<b>Urgent Care</b>	
Office visit during regular office hours	Applicable office visit Cost Share will apply
After-Hours Urgent Care or Urgent Care Center	\$25 per visit
<b>Vision Services</b>	
Eye exams	
• by an Optometrist	\$15 per visit
• by an Ophthalmologist	\$25 per visit
Eyeglass lenses and frames	You receive a 25% discount for eyeglass lenses and frames once per contract year
Contact lenses	15% discount on initial pair of contact lenses
<b>X-ray, Laboratory and Special Procedures</b>	
Diagnostic and Imaging laboratory tests	
Inpatient Services	Applicable inpatient Cost Shares will apply
Outpatient Services	No charge
Specialty Imaging (including CT, MRI, PET Scans, Nuclear Medicine)	
Inpatient Services	Applicable inpatient Cost Shares will apply
Outpatient Services	No charge

\*AC means Allowable Charge

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### Copayment Maximum

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The Copayment Maximum is the limit to the total amount of Copayments and Coinsurance you must pay in a contract year for the basic health Services (listed below) covered under this EOC. Once you have met the Copayment Maximum, you will not be required to pay any additional Copayments for these basic health Services.

**Basic Health Services.** Except as excluded below, the following Services are considered “basic health Services” that apply toward the Copayment Maximum:

- Inpatient and outpatient physician Services
- Inpatient hospital Services
- Outpatient medical Services
- Preventive health care Services
- Emergency Services
- X-ray, laboratory and special procedures
- Inpatient and outpatient chemical dependency and mental health Services

**Copayment Maximum Exclusions.** The following Services, if covered, are *not* considered “basic health Services” and *do not* apply toward your Copayment Maximum. Your Cost Share for these Services will continue to apply even after you have met your Copayment Maximum:

- Outpatient drugs, supplies and supplements, including blood, blood products, and medical foods
- Outpatient durable medical equipment and prosthetic and orthotic devices
- Inpatient and outpatient infertility Services

**Keep Your Receipts.** When you pay a Cost Share, we will give you a receipt. Keep your receipts. If you have met your Copayment Maximum, and we have not received and processed all of your claims, you can use your receipts to prove that you have met your Copayment Maximum. You can also obtain a statement of the amounts that have been applied toward your Copayment Maximum from our Member Services Department.

**Notice of Copayment Maximum.** We will also keep accurate records of your Copayment expenses and will notify you when you have reached the maximum. We will send you written notice no later than 30 days after we have received and processed your claims that the Copayment maximum is reached. If you have exceeded your Copayment Maximum, we will promptly refund to you any Copayments charged after the maximum was reached.

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### Annual Copayment Maximum

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Combined total of allowable Copayments and Coinsurance for basic health Services

**Individual Out-of-Pocket Maximum**

\$3,500.00 per individual per contract year

**Family Out-of-Pocket Maximum**

\$9,400.00 per Family Unit per contract year

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# KAISER FOUNDATION HEALTH PLAN OF THE MID-ATLANTIC STATES, INC.

2101 East Jefferson Street  
Rockville, Maryland 20852  
301-816-2424

## OUTPATIENT PRESCRIPTION DRUG RIDER

### GROUP EVIDENCE OF COVERAGE

This Outpatient Prescription Drug Rider (Rider) is effective as of the date of your Group Agreement and Group Evidence of Coverage and shall terminate as of the date your Group Agreement and Group Evidence of Coverage terminate.

The following benefit, limitations, and exclusions are hereby added to the “Benefits” Section of the Group Evidence of Coverage in consideration of the application and payment of the additional Dues for such Services.

#### **A. Definitions:**

**Annual Maximum Prescription Drug (“Rx”) Benefit:** The maximum amount Health Plan will pay for covered outpatient prescription drugs under this Rider in a contract year.

**Brand Name Drug:** A prescription drug that has been patented and is produced by only one manufacturer.

**Contraceptive drug:** A drug or device that is approved by the United States Food and Drug Administration (FDA) for use as a contraceptive and requires a prescription.

**Generic Drug:** A prescription drug that does not bear the trademark of a specific manufacturer. It is chemically the same as a Brand Name Drug.

**Mail Service Delivery Program:** A program operated by Health Plan that distributes prescription drugs to Members via mail. Certain drugs that require special handling are not provided through the mail-delivery service. This includes, but is not limited to, drugs that are time or temperature sensitive, drugs that cannot legally be sent by U.S. mail, and drugs that require professional administration or observation.

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

**Medical Literature:** Scientific studies published in a peer-reviewed national professional medical journal.

**Nicotine Replacement Therapy:** A product that:

- (a) is used to deliver nicotine to an individual attempting to cease the use of tobacco products;
- (b) can be obtained only by a written prescription.

Nicotine Replacement Therapy does not include any over-the-counter products that may be obtained without a prescription.

**Non-Preferred Brand Drug:** A Brand Name Drug that is not on the Preferred Drug List.

**Participating Network Pharmacy:** Any pharmacy located within Health Plan’s Service Area that has entered into an agreement with Health Plan or the Health Plan’s agent to provide pharmacy services to its Members.

**Plan Pharmacy:** A pharmacy that is owned and operated by Health Plan.

**Preferred Brand Drugs:** A Brand Name Drug that is on the Preferred Drug List.

**Preferred Drug List:** A list of prescription drugs that have been approved by our Pharmacy and Therapeutics Committee for our Members. Our Pharmacy and Therapeutics Committee, which is comprised of Plan Physicians and other Plan Providers, selects prescription drugs for inclusion in the Preferred Drug List based on a number of factors, including but not limited to safety and effectiveness as determined from a review of Medical Literature, Standard Reference Compendia, and research.

**Prescription Drug (“RX”) Out-of-Pocket Maximum:** The maximum amount of RX Deductible, RX Copayments and RX Coinsurance you are required to pay for covered outpatient prescription drugs during a contract year. Amounts in excess of Allowable Charge, payments for drugs not covered under this Rider, or any amounts other than a RX Deductible, RX Copayment and RX Coinsurance shall not be counted towards the RX Out-of-Pocket Maximum. Once the RX Out-of-Pocket Maximum is met, you do not have to pay any more RX Copayments or RX Coinsurance for covered outpatient prescription drugs.

**Prescription Drug (“Rx”) Coinsurance:** A percentage of the Allowable Charge that you must pay for each prescription or prescription refill.

**Prescription Drug (“Rx”) Copayment:** The specific dollar amount that you must pay for each prescription or prescription refill.

**Prescription Drug (“Rx”) Deductible:** The amount you must pay in a contract year for covered outpatient prescription drugs before we will cover such drugs in that contract year.

**Standard Manufacturer’s Package Size:** The volume or quantity of a drug or medication that is placed in a receptacle by the maker/distributor of the drug or medication, and is intended by the maker/distributor to be distributed in that volume or quantity.

**Standard Reference Compendia:** The (a) United States Pharmacopoeia Drug Information; (b) American Medical Association Drug Evaluations; or (c) American Hospital Formulary Service Drug Information.

## **B. Benefit:**

Except as provided in the Limitations and Exclusions sections of this Rider, we cover drugs as described in this Section, in accordance with our Preferred Drug List guidelines, when prescribed by a Plan physician or by a dentist. Each prescription refill is subject to the same conditions as the original prescription. Plan Providers prescribe drugs in accordance with Health Plan’s Preferred Drug List. If the price of the drug is less than the RX Copayment, the Member will pay the lesser amount. You must obtain these drugs from a Plan Pharmacy or a Participating Network Pharmacy. It may be possible for you to receive refills using our Mail Service Delivery Program; ask for details at a Plan Pharmacy.

- Drugs for which a prescription is required by law.
- Compounded preparations with at least one ingredient requiring a prescription.
- Insulin
- Contraceptive drugs and devices that are approved by the United States Food and Drug Administration (FDA) for use as a contraceptive.
- Nicotine Replacement Therapy, for up to two 90-day courses of treatment per contract year and drugs that are approved by the United States Food and Drug Administration as an aid for the cessation of the use of tobacco products.
- Off label use of drugs when a drug is recognized in Standard Reference Compendia or certain Medical Literature as appropriate in the treatment of the diagnosed condition.

The Pharmacy and Therapeutics Committee sets dispensing limitations in accordance with therapeutic guidelines based on the Medical Literature and research. The Committee also meets periodically to consider adding and removing prescribed drugs and accessories on the Preferred Drug List. If you would like information about whether

a particular drug or accessory is included in our Preferred Drug List, please visit us on line at [www.kaiserpermanente.org](http://www.kaiserpermanente.org), or call the Member Services Call Center at:

*Inside the Washington, D.C. Metropolitan Area*  
(301) 468-6000  
TDD (301) 879-6380

*Outside the Washington, D.C. Metropolitan Area*  
1-800-777-7902

#### **Where to Purchase Covered Drugs**

We cover prescribed drugs only when purchased at a Plan Pharmacy, a Participating Network Pharmacy or through Health Plan's Mail Service Delivery Program. Insulin and most non-refrigerated prescription medications ordered through the Health Plan's Mail Service Delivery Program can be delivered anywhere in the United States.

#### **Generic and Preferred Drug Requirements**

##### **Generic vs Brand Name**

Plan Pharmacies and Participating Network Pharmacies will substitute a generic equivalent for a Brand Name Drug unless prohibited by the prescribing provider.

Brand Name Drugs will be covered only when: (1) prescribed by a Plan physician or by a dentist or a referral physician; and (2) (a) there is no equivalent generic drug, or (b) an equivalent generic drug (i) has been ineffective in treating the disease or condition of the Member; or (ii) has caused or is likely to cause an adverse reaction or other harm to the Member.

If a Member requests a Brand Name Drug, for any reason other than those listed in the preceding paragraph, the Member will be responsible for the full charge for that drug.

##### **Preferred vs Non-Preferred**

Plan Pharmacies and Participating Network Pharmacies will use Preferred drugs unless prohibited by the prescribing provider.

Non-Preferred Drugs will be covered only when: (1) prescribed by a Plan physician or by a dentist or a referral physician; and (2) (a) there is no equivalent drug in our Preferred Drug List, or (b) an equivalent Preferred drug (i) has been ineffective in treating the disease or condition of the Member; or (ii) has caused or is likely to cause an adverse reaction or other harm to the Member.

If a Member requests a Non-Preferred Drug, for any reason other than those listed in the preceding paragraph, the Member will be responsible for the full charge for that drug.

##### **Dispensing Limitations**

Except for Maintenance Medications, Members may obtain up to a 60 day supply and will be charged the applicable RX Copayment or RX Coinsurance based on: (a) the place of purchase, (b) the prescribed dosage, (c) Standard Manufacturers Package Size, and (d) specified dispensing limits.

Except for Maintenance Medications, injectable drugs that are self-administered dispensed from the pharmacy are limited to a 30-day supply.

Members may obtain up to a 90-day supply of Maintenance Medications and will be charged 1.5 RX Copayment(s). The day supply and the RX Copayment or RX Coinsurance are based on (a) the place of purchase, (b) the prescribed dosage, (c) Standard Manufacturer's Package Size, and (d) specified dispensing limits.

#### **C. Emergency Care and Urgent Care:**

The Health Plan covers drugs prescribed by non-Plan Providers and purchased at non-Plan Pharmacies when the drug was prescribed during the course of an emergency care visit or an urgent care visit (see “Emergency Services” and “Urgent Care Services” sections of the Group Evidence of Coverage), or associated with a covered, authorized referral outside Health Plan’s Service Area. In circumstances such as these, the Member must submit a copy of the prescription bag and receipt, along with the itemized bills and receipts, for the Emergency Services or Urgent Care Services that were provided outside the Service Area. Reimbursement will be made at Member Standard Value less the applicable RX Copayment or RX Coinsurance. Claims should be submitted to:

Kaiser Foundation Health Plan of the Mid-Atlantic States, Inc.  
Attention: Claims Department  
P. O. Box 6233  
Rockville, Maryland 20849-6233

**D. Limitations:**

Benefits are subject to the following limitations:

- (1) For drugs prescribed by a dentist, coverage is limited to antibiotics and pain relief drugs that are included on our Preferred Drug List and purchased at a Plan Pharmacy or a Participating Network Pharmacy.
- (2) In the event of a civil emergency or the shortage of one or more prescription drugs, we may limit availability in consultation with the Health Plan’s emergency management department.

**E. Exclusions:**

The following are not covered by Health Plan:

- (1) Drugs for which a prescription is not required by law, except if the drug is approved by Preferred Drug List guidelines.
- (2) Drugs or dermatological preparations, ointments, lotions, and creams prescribed for cosmetic purposes.
- (3) Replacement prescriptions necessitated by theft or loss.
- (4) Needles and syringes except for insulin.
- (5) Prescribed drugs and accessories that are necessary for services that are excluded under the Group Evidence of Coverage.
- (6) Drugs to shorten the duration of the common cold.
- (7) Special packaging (e.g., blister pack, unit dose, unit-of-use packaging) that is different from the Health Plan’s standard packaging for prescription medications.
- (8) Alternative formulations or delivery methods that are (1) different from the Health Plan’s standard formulation or delivery method for prescription drugs and (2) deemed not medically necessary.
- (9) Diabetic equipment and supplies, which are covered under Section 3 – Benefits of the Group Evidence of Coverage
- (10) Drugs for the treatment of sexual dysfunction disorders.

**F. Copayments/Coinsurance:**

Covered drugs are provided upon payment of the RX Copayment or RX Coinsurance:

*Payment amounts for a Plan Pharmacy also apply to the Health Plan's Mail Service Delivery Program.*

\$10 for Generic Drugs, \$20 for Preferred Brand Drugs, and \$35 for Non-Preferred Brand Drugs at a Plan Pharmacy; and \$20 for Generic Drugs, \$40 for Preferred Brand Drugs, and \$55 for Non-Preferred Brand Drugs at a Participating Network Pharmacy.

Weight management drugs for 50% of the Allowable Charge.

Drugs for the treatment of infertility for 50% of the Allowable Charge.

**G. Deductible:**

No RX Deductible

**H. Annual Maximum RX Benefit:**

No Annual Maximum RX Benefit

**I. Out-of-Pocket Maximum:**

Member payments set forth in this Rider do not apply toward the Out-of-Pocket Maximum set forth in the Summary of Services and Cost Shares in the EOC to which this Rider is attached. The Rx Copayment and Rx Coinsurance set forth above will continue to apply even after the Out-of-Pocket Maximum in the EOC has been met.

This Outpatient Prescription Drug Rider is subject to all the terms and conditions of the Group Agreement and Group Evidence of Coverage to which this Rider is attached. This Rider does not change any of those terms and conditions, unless specifically stated in this Rider.

**KAISER FOUNDATION HEALTH PLAN OF THE MID-ATLANTIC STATES, INC.**

By: 

Ruben J. Burnett  
Vice President, Marketing, Sales & Business Development

**KAISER FOUNDATION HEALTH PLAN  
OF THE MID-ATLANTIC STATES, INC.  
2101 East Jefferson St., Rockville, MD 20849  
301-816-2424**

**EXTERNAL PROSTHETIC AND ORTHOTIC DEVICES RIDER**

**GROUP EVIDENCE OF COVERAGE**

This External Prosthetic and Orthotic Devices Rider (herein called "Rider") is effective as of the date of your Group Agreement and Group Evidence of Coverage, and shall terminate as of the date your Group Agreement and Group Evidence of Coverage terminates.

The following benefits, limitations, and exclusions for External Prosthetic and Orthotic Devices are hereby added to the Benefits Section of the Group Evidence of Coverage (herein referred to as the Group EOC), in consideration of the application and payment of the additional Dues for such Services.

**External Prosthetic and Orthotic Devices**

**A. Definitions**

**Allowable Charge (AC):** As defined in your Group Evidence of Coverage.

**Orthotic Device:** An appliance or apparatus used to support, align, prevent or correct deformities, or to improve the function of movable parts of the body.

**Prosthetic Device:** An artificial substitute for a missing body part used for functional reasons.

**B. Benefits**

External Prosthetic and Orthotic Devices are covered when prescribed by a Plan Provider as follows, subject to the Coinsurance and Annual Benefit Maximum shown below.

We select the provider or vendor that will furnish the covered device. Coverage includes fitting and adjustment of these devices, their repair or replacement (unless due to loss or misuse), and Services to determine whether you need a Prosthetic or Orthotic Device. If we do not cover the device, we will try to help you find facilities where you may obtain what you need at a reasonable price.

**External Prosthetic Devices**

We cover external Prosthetic Devices (other than dental) that replace all or part of the function of a permanently inoperative or malfunctioning body part. Examples of covered external Prosthetic Devices are prosthetic lenses, artificial legs, arms and eyes.

**Orthotic Devices**

We cover rigid and semi-rigid external Orthotic Devices that are used for the purpose of supporting a weak or deformed body member, or for restricting or eliminating motion in a diseased or injured part of the body. Examples of covered Orthotic Devices include, but are not limited to, leg, arm, back and neck braces. This benefit includes coverage of therapeutic shoes and inserts for individuals with severe diabetic foot disease only.

**C. Limitations**

- Standard Devices: Coverage is limited to standard devices that adequately meet your medical needs.

**D. Exclusions**

- More than one piece of equipment or device for the same part of the body, except for replacements; spare devices or alternate use devices.
- Dental prostheses, devices and appliances, except as specifically covered under the Group EOC.

- Hearing aids, except as specifically covered under the Group EOC.
- Corrective lenses and eyeglasses, except as specifically covered under the Group EOC.
- Repair or replacement due to misuse or loss.
- Orthopedic shoes or other supportive devices, unless the shoe is an integral part of a leg brace, unless indicated above.
- Non-rigid appliances and supplies, including but not limited to: jobst stockings, elastic garments and stockings, and garter belts.
- Comfort, convenience, or luxury equipment or features.

**E. Your Cost Share**

You pay the following copayment or coinsurance for each Service:

- No charge

This External Prosthetic and Orthotic Devices Rider is subject to all the terms and conditions of the Group Evidence of Coverage to which this Rider is attached. This Rider does not change any of those terms and conditions, unless specifically stated in this Rider.

**KAISER FOUNDATION HEALTH PLAN  
OF THE MID-ATLANTIC STATES, INC.**

By:   
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Ruben J. Burnett  
Vice President, Marketing, Sales & Business Development

**KAISER FOUNDATION HEALTH PLAN  
OF THE MID-ATLANTIC STATES, INC.  
2101 East Jefferson St., Rockville, MD 20849  
301-816-2424**

**COMPLEMENTARY ALTERNATIVE MEDICINE SERVICES RIDER**

**GROUP EVIDENCE OF COVERAGE**

This Complementary Alternative Medicine Services Rider (herein called "Rider") is effective as of the date of your Group Agreement and Group Evidence of Coverage and shall terminate as of the date that your Group Agreement and Group Evidence of Coverage terminate.

The following benefits, limitations, and exclusions are hereby added to the "Benefits" Section of the Group Evidence of Coverage (herein referred to as the Group EOC), in consideration of the Group application and payment of the additional Dues for the Services pursuant to this Rider.

**Complementary Alternative Medicine Services**

**A. Definitions**

**Allowable Charge (AC):** As defined in your Group Evidence of Coverage.

**B. Benefits:**

We cover the following complementary alternative medicine Services when deemed medically necessary and prescribed by a primary care Plan Physician in consultation with Kaiser Permanente's Complementary Alternative Medicine Department, for chronic pain management or chronic illness management:

- **Acupuncture Services**
- **Chiropractic Services**

**C. Limitations:**

The number of visits needed for the Member to reach of maximum level of recovery will be determined by the Plan Provider and shall not exceed a total of 20 visits per contract year.

**D. Exclusions:**

- Services requested by the Member that are deemed not medically necessary by the primary care Plan Physician in consultation with the Kaiser Permanente Complementary Alternative Medicine Department; and
- Services requested when the Member's medical condition does not satisfy Health Plan's clinical guidelines established for alternative care.

**E. Your Cost Share:**

You pay the following copayment or coinsurance for each visit:

- You pay \$20 per visit.

This Rider is subject to all the terms and conditions of the Group Agreement, and Group Evidence of Coverage to which this Rider is attached. This Rider does not change any of those terms and conditions, unless specifically stated in this Rider.

**KAISER FOUNDATION HEALTH PLAN OF THE MID-ATLANTIC STATES, INC.**

By:   
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Ruben J. Burnett

Vice President, Marketing, Sales & Business Development



  
**KAISER PERMANENTE**  
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